SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, July 14, 2026 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Bob Melhorn, Integrity Church

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation proclaiming Specialist Elton R. Hogan, United States Army, as Seminole County's July Veteran of the Month. **(Specialist Elton R. Hogan, United States Army)** **2026-0543**

IV. ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA

V. CONSENT AGENDA – PUBLIC PARTICIPATION

Florida law provides that members of the public shall be given a reasonable opportunity to be heard on propositions before the Board of County Commissioners, except when the Board is acting on emergency or ministerial matters or conducting a meeting exempt from the requirements of the Sunshine Law. Individuals shall be permitted three (3) minutes each for public participation, or six (6) minutes when the individual is an official representative of a formal association or group. The Chairman may modify the maximum time for public participation, at his sole discretion, when appropriate.

Public participation on quasi-judicial or other public hearing items will occur during the Board's consideration of those items this afternoon. Public participation on pending procurement matters or on non-agenda items shall not be permitted at this time. Members of the public desiring to make public comment must fill out a speaker form and present the form to staff. Forms are available in the lobby.

Public Comment (Consent Items Only)

Constitutional Officers – Consent Agenda (Item No. 2)

2. Expenditure Approval Lists dated June 10, 17, and 24, 2026; Payroll Approval Lists dated June 4 and 18, 2026; and BCC Official Minutes dated June 9, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2026-0583**

County Manager's Consent Agenda (Items No. 3 - 19)

County Manager's Office

3. Approve and authorize the Chairman to execute a Resolution honoring the 15th anniversary of the CORE Foundation in Seminole County, FL. **2026-0593**

Administrative Services

4. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.5 (Travel Policy) and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)** **2026-0417**

5. Award CC-6545-25/MAG - US 17/92 Overpass Pedestrian Improvements to Southland Construction, Inc. of Apopka, FL in the amount of $2,086,753.09, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide. (**Stephen Koontz, Assistant County Manager**) Requesting Department- Public Works **2026-0490**

6. Award IFB-5222-26/LTT Central Transfer Station Operation & Maintenance Services to Cornerstone Construction Services, Inc. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Environmental Services **2026-0527**

7. Award RFP-5021-25/LTT Utility Billing Software Replacement to SpryPoint Services Inc. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Utilities **2026-0557**

8. Request Board ratification for the submittal of the grant application to the U.S. Substance Abuse Mental Health Services Administration (SAMHSA) Grants requesting $1,999,535 to support Seminole County Adult Drug Court Program; and approve and authorize the County Manager or designee to execute all necessary grant documents. Countywide **(Lorie Bailey Brown, CFO/Administrative Services Director)** **2026-0573**

Development Services

9. Approve the Final Plat for the Encore at Hillview townhome subdivision containing twenty-eight (28) lots on 3.4 acres zoned R-3A (Multiple Family Dwelling), located on the north side of Hillview Dr, east of SR 434; (Zach Miller, SFPR Sunland LLC) District3 - Constantine **(Mike Rhodes, Development Services Director)** **2026-0454**

Emergency Management

10. Request for Board approval to submit a grant application to the U.S. Department of Justice COPS Technology and Equipment Program for the Seminole County Sheriff's Vehicular Mobile Radio Upgrade Project, requesting $1,900,000 for the purchase of radios; and authorize the County Manager or designee to execute all grant documents associated with the grant application. Countywide **(Alan Harris, Emergency Management Director)** **2026-0533**

11. Approve and authorize the Chairman to execute the Communications Tower and Site Lease Agreement between Seminole County and Cellco Partnership d/b/a Verizon Wireless for use of Geneva (Landfill/Lake Harney) tower space. District2 - Zembower **(Alan Harris, Director of Emergency Management)** **2026-0570**

Environmental Services

12. Approve and authorize the County Manager to execute a new Innovative Technology Grant agreement with the Florida Department of Environmental Protection (FDEP) for the Lake Jesup Passive Nutrient Reduction Pilot Project; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-037 in the amount of $415,600 through the Environmental Services Grant Fund to appropriate the grant funding for this project. Countywide **(Kim Ornberg, Environmental Services Director)** **2026-0561**

Management and Budget

13. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-039 in the Solid Waste Fund to transfer $1,000,000 from reserves to increase budget for recycling processing. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department- Environmental Services **2026-0563**

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-042 to transfer $700,000 from reserves in the 2024 Infrastructure Sales Tax Fund for the construction of the Midway Trail project. District5 - Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation **2026-0594**

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-041 in the 2014 Infrastructure Sales Tax Fund to in the net amount of $918,915 of to transfer remaining budget from completed projects for the replacement of the Greenwoods Lakes skating rink, lightning prediction system, and Sports Complex field five scoreboard. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation **2026-0590**

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-040 in the 2001 Infrastructure Sales Tax Funds to transfer funding in the amount of $491,958 of existing budget for the Milton NRCS Lockhart Smith Canal/Cassel Creek Project. District4 - Lockhart & District5 - Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works **2026-0580**

17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-038 in the 2024 Infrastructure Sales Tax Fund to transfer $175,000 from reserves for replacement of the cremation unit at Animal Services. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management **2026-0577**

Parks and Recreation

18. Approve and authorize the Chairman to execute the Donation Agreement for Markham Trailhead Pavilion between Seminole County and Big Nova Foundation. District5 - Herr **(Richard Durr, Parks & Recreation Director)** **2026-0520**

Public Works

19. Approve and authorize the Chairman to execute a Locally Funded Agreement and Three-party Escrow Agreement with the State of Florida Department of Transportation relating to the Cross Seminole Trail Overpass/Pedestrian Connection at U.S. 17/92 Project (Financial Project Number 441484-2-62-01); approve and authorize the County Manager or designee to execute related implementing documents, subject to review and approval by the County Attorney's Office. District5 - Herr **(Tawny Olore, Public Works Director)** **2026-0572**

VI. REGULAR AGENDA

20. Benefits & Wellness Update **(Christina Brandolini, Human Resources Director & Charles Cook, Alliant Employee Benefits)** **2026-0587**

Public Comment

VII. WORKSESSION

21. Budget Work Session # 4 **(Tim Jecks, Office of Management & Budget Director)** 2026-0592

Public Comment

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

22. Quarterly Employee Service Recognition **(Christina Brandolini, Human Resources Director)** 2026-0588

VIII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

23. **Alafaya Beasley Rezone** - Consider a Rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision of three (3) lots on approximately 1.14 acres, located on the west side of Alafaya Trail, south of Beasley Rd.; (Z2025-023) (Stephen Ratcliff, Applicant) District1 - Dallari (**Kaitlyn Apgar, Senior Planner**) 2026-0508

Applicant Presentation

Public Comment

24. **BioFit Rezone**- Consider a Rezone from C-1 (Retail Commercial) to C-2 (General Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 426; (M. Rebecca Wilson, Esq., Lowndes Law Firm, Applicant) District1 - Dallari **(Kaitlyn Apgar, Senior Planner)** 2026-0507

Applicant Presentation

Public Comment

25. **Slavia Station PD Rezone** - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District1 - Dallari (**Kaitlyn Apgar, Senior Planner).** **2026-0448**

Applicant Presentation

Public Comment

26. **Henderson Hill Rezone** - Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane; (Z2025-025) (Andrew Hill/Grey Seven LLC, Applicant) District5 - Herr (**Annie Sillaway, Principal Planner**) **2026-0315**

Applicant Presentation

Public Comment

Public Hearings - Legislative

27. **Land Development Code Amendment** - Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide **(Maya Athanas, Project Manager)** **2026-0163**

Public Comment

28. Approve an Ordinance of Seminole County, Florida, repealing Part 2 (Travel Expenses) of Chapter 5, (Administration) of the Seminole County Code of Ordinances in its entirety. Countywide. (**Lorie Bailey Brown, CFO/Administrative Services Director**) **2026-0595**

Public Comment

IX. COUNTY ATTORNEY'S REPORT

X. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

XI. DISTRICT COMMISSIONER REPORTS

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 2 - Commissioner Zembower

District 5 - Chairman Herr

XII. CHAIRMAN'S REPORT

XIII. PUBLIC COMMENT (Items not Related to the Agenda)

XIV. ADJOURN BCC MEETING

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7940.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7219. PERSONS ARE ADVISED THAT, IF THEY DECIDE TO APPEAL DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

File Number: 2026-0543

Title:

Proclamation proclaiming Specialist Elton R. Hogan, United States Army, as Seminole County's July Veteran of the Month. **(Specialist Elton R. Hogan, United States Army)**

PROCLAMATION
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING UNITED STATES ARMY SPECIALIST ELTON R. HOGAN FOR HIS OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY

WHEREAS, the brave men and women of our Army, Navy, Marines, Air Force, Coast Guard, and Space Force demonstrate a resolute spirit and unmatched selflessness, reminding us there are few things more American than giving of ourselves to make a difference in the lives of others; and

WHEREAS, throughout our country's history, generations of service members have answered the call to leave their families, their jobs, and put their futures and even their lives on the line to valiantly defend our nation; and

WHEREAS, for many service members, the sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty; and

WHEREAS, there are more than 30,000 living veterans in Seminole County who served our Nation in times of peace and war. Through their service, they kept America strong; and

WHEREAS, Specialist Hogan carries forward a proud family tradition of military service spanning generations. Following in the footsteps of his father, a veteran of World War II and the Korean War, and alongside his son, a United States Marine, Specialist Hogan entered the U.S. Army in 1966. He served honorably as a Military Police Officer at Fort Benning and Fort Gordon before his honorable discharge in 1968. His service reflects a lifelong commitment to duty, patriotism, and the enduring legacy of the Hogan family; and

WHEREAS, Specialist Hogan's commitment to service continued long after his military career. Following his time in the military, he earned his degree from Georgia Tech and went on to build a successful career in Central Florida's commercial construction industry as an estimator. In 1975, he and his wife Monica made Seminole County their home, where they raised their daughter and son and later enjoyed watching their two granddaughters grow up next door. For more than fifty years, Specialist Hogan has been a dedicated and respected member of the community, contributing his expertise, integrity, and steadfast presence to those around him; and

WHEREAS, upon fully retiring from the civilian sector in 1995, Specialist Hogan continued his commitment to serving others through American Legion Post 243. A passionate advocate for the American Legion's Americanism Program, he educates Seminole County youth on patriotism, citizenship, and respect for the American flag. His humility, leadership, and unwavering dedication to veterans and the community continue to make a lasting impact throughout Seminole County; and

WHEREAS, Specialist Hogan, has brought great credit and distinction upon himself, the United States of America, the United States Army, and Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Specialist Hogan, for his outstanding service to the United States Army.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Specialist Elton R. Hogan along with our sincere congratulations and recognition as Seminole County's
"Veteran of the Month"
ADOPTED this 14th day of July 2026.



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Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0583

Title:

Expenditure Approval Lists dated June 10, 17, and 24, 2026; Payroll Approval Lists dated June 4 and 18, 2026; and BCC Official Minutes dated June 9, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

Detailed reports are attached. Listing of "Received and Filed" documents is for information only.

Requested Action:

Approve Expenditure Approval Lists dated June 10, 17, and 24, 2026; Payroll Approval Lists dated June 4 and 18, 2026; and BCC Official Minutes dated June 9, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JULY 14, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated June 10, 17, and 24, 2026; and Payroll Approval Lists dated June 4 and 18, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated June 9, 2026.

B. RECEIVED AND FILED LISTING (For Information Only)

1 AD AND AFFIDAVIT FOR FY 2026-2027 ONE-YEAR ACTION PLAN AND HOUSING ACCESS PLAN
2 AD FOR NOTICE OF FUNDING AVAILABILITY AND REQUEST FOR APPLICATIONS FOR THE LOCAL GOVERNMENT CONTRIBUTION FOR THE 2026-201 HOUSING CREDIT FINANCING FOR AFFORDABLE HOUSING DEVELOPMENT
3 AMDMT #1 TO W.O. #11 TO PS-5946-24/JACOBS ENGINEERING GROUP
4 AMDMT #1 TO W.O. #35 TO PS-4968-23/CDM SMITH
5 AMDMT #1 TO W.O. #37 TO PS-4968-23/CIVIL SITE ENGINEERING (CSEI)
6 AMDMT #1 TO W.O. #4 TO PS-4139-22/GAI CONSULTANTS
7 AMDMT #2 TO W.O. #11 TO PS-9742-14/JACOBS ENGINEERING GROUP
8 AMDMT #2 TO W.O. #2 TO PS-6144-24/BENTLY GROUP
9 AMDMT #3 TO W.O. #10 TO PS-4468-22/ARDAMAN & ASSOCIATES
10 AMDMT #3 TO W.O. #2 TO PS-4100-22/GEOSYNTEC CONSULTANTS
11 AMDMT #3 TO W.O. #39 TO PS-1822-18/CPH
12 AMDMT #3 TO W.O. #46 TO PS-2826-20/INWOOD CONSULTING ENGINEERS
13 AMDMT #6 TO W.O. #1 TO PS-0592-16/METRIC ENGINEERING
14 AMDMT #8 TO W.O. #3 TO RFP-9948-14/JACOBS ENGINEERING GROUP
15 APPROVAL D.O. #26-30000027/418 LAKE BLVD/GENAO
16 APPROVAL D.O. #30000032/LOT 104 WASHINGTON ST/AMRE INVESTMENTS
17 ASSISTANT TENNIS PRO AGRMT/NIKHIL SHANBHAG
18 AUDIT OF WEX FUEL CARD PROGRAM/REPORT NO. 26-01
19 BID FOR CC-6545-25 FROM ATLANTIC CIVIL CONSTRUCTORS CORP
20 BID FOR CC-6545-25 FROM GIBBS & REGISTER
21 BID FOR CC-6545-25 FROM GRANITE CONSTRUCTION COMPANY
22 BID FOR CC-6545-25 FROM MASCI GENERAL CONTRACTOR
23 BID FOR CC-6545-25 FROM SOUTHLAND CONSTRUCTION
24 BID FOR PS-7223-26 FROM AJAX BUILDING COMPANY
25 BID FOR PS-7223-26 FROM BARTON MALOW BUILDERS
26 BID FOR PS-7223-26 FROM BRASFIELD & GORRIE
27 BID FOR PS-7223-26 FROM COLLAGE DESIGN AND CONSTRUCTION GROUP
28 BID FOR PS-7223-26 FROM GILBANE BUILDING COMPANY
29 BID FOR PS-7223-26 FROM INDEPENDENCE CONSTRUCTION MID-ATLANTIC
30 BID FOR PS-7223-26 FROM PERSONS SERVICES CORP
31 BID FOR PS-7223-26 FROM TURNER CONSTRUCTION COMPANY
32 BID FOR PS-7223-26 FROM WELBRO BUILDING CORPORATION
33 BID FOR PS-7223-26 FROM WHARTON-SMITH
34 BID FOR PS-7223-26 FROM WILLIAMS COMPANY

35 BILL OF SALE/HUSSEINI ISLAMIC CENTER OF FLORIDA
36 BOND RELEASE/MAINTENANCE BOND #016236816/$5,925/SANFORD SELF STORAGE (SPACEBOX SANFORD)
37 BOND RELEASE/MAINTENANCE BOND #30216261/$29,096.48/SKYLAR CREST ROW
38 BOND RELEASE/MAINTENANCE BOND #SUR0077041/$367,221.72/FRANCISCO PARK FKA BEASLEY
39 BOND RELEASE/PERFOMANCE BOND #101378820/$303,948.39/WILDERNESS ESTATES
40 BOND RELEASE/PERFORMANCE BOND (ROADS, STREETS, DRAINAGE) #101496553/$50,842/BRADBURY ESTATES
41 C.O. #1 TO W.O. #57 TO CC-3563-21/CATHCART CONSTRUCTION COMPANY
42 C.O. #5 TO CC-5764-24/L7 CONSTRUCTION
43 C.O. #7 TO CC-5744-24/MASCI GENERAL CONTRACTOR
44 CASH MAINT BOND AND MAINT AND ESCROW AGRMT/$4,895/HUSSEINI ISLAMIC CENTER OF FLORIDA
45 CONTRACT FOR SERVICES (LIBRARY)/LISA STEIN
46 CONTRACT FOR SERVICES (NATURAL LANDS)/KORIELLE BRODSKY
47 CONTRACT FOR SERVICES (NATURAL LANDS)/LUKAS LAWRENCE
48 CORRECTED AMDMT #6 TO W.O. #1 TO PS-0592-16/METRIC ENGINEERING
49 DENIAL D.O. #26-30000012/125 TRINITY ASSEMBLY CIR/CITY CHURCH OF ORLANDO
50 ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2026/CENTRAL FLORIDA ZOOLOGICAL SOCIETY
51 ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2026/DANIEL F. RAYNOR
52 ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2026/KINETIC ARTS AND THEATRICAL SCIENCES DBA MAD SCIENCE OF N.E. CENTRAL FLORIDA
53 ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2026/RICHARD PEEPLES
54 ENTERTAINMENT SERVICES AGRMT SUMMER READING PROGRAM 2026/TODD CHARLES STEINBERG DBA THE MOOGICIAN
55 EXECUTIVE ORDER #2026-007 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
56 FIRST AMDMT TO IFB-604436-22/NATIONAL TRADING GROUP
57 FIRST AMDMT TO RFP-604985-25/BROUSSARD & CULLEN
58 FOURTH AMDMT TO PS-3047-20/AECOM TECHNICAL SERVICES
59 FOURTH AMDMT TO SS-604141-21/BENEVATE, LLC
60 FPSC ORDER #PSC-2026-0218-PCO-EI ISSUED 6/19/26
61 FPSC ORDER #PSC-2026-0237-PAA-EI ISSUED 6/23/26
62 IFB-5209-26 CONTRACT FOR EMERGENCY MAINTENANCE OF TRAFFIC/UNITED TRAFFIC CONTROL SOLUTIONS
63 OWNER AGRMT FOR HOUSING RECONSTRUCTION FUNDED BY SHIP/SHIRLEY SUTTON (AS APPROVED BY THE BCC ON 05-13-2025)
64 RENEWAL #1 TO IFB-604540-23/BRIGHTVIEW LANDSCAPE SERVICES
65 RENEWAL #1 TO IFB-604562-23/FAUSNIGHT STRIPE AND LINE
66 RENEWAL #1 TO PS-3679-21/DLR GROUP
67 RENEWAL #1 TO PS-4824-23/DRUMMOND CARPENTER, PLLC
68 RENEWAL #1 TO RFP-4933-23/GAI CONSULTANTS
69 RENEWAL #1 TO RFP-4933-23/RVI PLANNING & LANDSCAPE ARCHITECTURE
70 RENEWAL #1 TO RFP-604547-23/PAS CONSULTING GROUP
71 RENEWAL #1 TO SS-604154-21/INTERNATIONAL PUBLIC SAFETY DATA INSTITUTE

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JULY 14, 2026

72	RENEWAL #2 TO RFP-4208-22/M&J ENTERPRISES
73	RENEWAL #2 TO RFP-604347-22/EMS MANAGEMENT & CONSULTANTS
74	RENEWAL #2 TO RFP-604360-22/22ND CENTURY TECHNOLOGIES
75	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/1 VILLAGE GREEN/RUMSEY
76	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/15 STONE GATE N./IDELL
77	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/19 STONE GATE/BELL FAMILY REV LIVING TRUST
78	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/2 VILLAGE GREEN
79	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/23 N. STONE GATE/CALVI
80	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/28 WINDSOR ISLE/GOMEZ/POLITI
81	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/3 VILLAGE GREEN/CASTRO
82	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/3525 RICE LAKE LOOP/PARKS
83	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/3555 RICE LAKE LOOP/GALSTAD/LIGNELL
84	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/5 STONE GATE/DUNCAN
85	SATISFACTION OF LIEN/RICE LAKE LAKE MANAGEMENT SERVICES MSBU/7 STONE GATE/PEREZ/GARCIA
86	TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/TRENT WALDEN
87	TIME EXTENSION FOR IFB-604121-21/EXPRESS SUPPLY
88	W.O #5 TO CC-6191-24//QUALITY PLUS RECONSTRUCTION
89	W.O #6 TO CC-6191-24//QUALITY PLUS RECONSTRUCTION
90	W.O. #14 TO PS-5188-23/ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
91	W.O. #19 TO PS-4468-22/TIERRA
92	W.O. #62 TO CC-3563-21/CARR & COLLIER
93	W.O. #63 TO CC-3563-21/CATHCART CONSTRUCTION COMPANY

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/4/26 Through 6/10/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,793,443.29
00103	NATURAL LAND ENDOWMENT FUND	535.00
00108	FACILITIES MAINTENANCE FUND	156,496.43
00111	TECHNOLOGY REPLACEMENT FUND	146,968.13
00112	MAJOR PROJECTS FUND	253,783.87
00113	COUNTYWIDE UTILITIES	70,585.89
00115	COURT PROGRAM FUND	4,833.63
10101	TRANSPORTATION TRUST FUND	45,652.56
10102	MASS TRANSIT FUND	512,335.44
10400	BUILDING PROGRAM	15,615.00
11000	TOURISM PARKS 1,2,3 CENT FUND	43,753.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	53,048.59
11200	FIRE PROTECTION FUND	397,542.66
11400	COURT SUPP TECH FEE (ARTV)	21,157.77
11560	2014 INFRASTRUCTURE SALES TAX	665,198.19
11901	COMMUNITY DEVELOPMEN BLK GRANT	10,725.94
11904	EMERGENCY SHELTER GRANTS	20,000.00
11905	COMMUNITY SVC BLOCK GRANT	6,570.30
11908	DISASTER PREPAREDNESS	1,010.54
11942	FIRE GRANTS FEDERAL	16,530.15
12024	SHIP AFFORDABLE HOUSING 23/24	147,289.50
12500	EMERGENCY 911 FUND	3,114.00
12804	LIBRARY-IMPACT FEE	350.00
13100	ECONOMIC DEVELOPMENT	164,100.00
15000	MSBU STREET LIGHTING	94,668.17
16000	MSBU PROGRAM	369.10
16005	MSBU MILLS (LM/AWC)	221.61
16007	MSBU AMORY (LM/AWC)	268.74
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	64.78
16013	MSBU HOWELL CREEK (LM/AWC)	107.59
16020	MSBU HORSESHOE (LM/AWC)	312.68
16021	MSBU MYRTLE (LM/AWC)	153.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	107.28
16024	MSBU LAKE OF THE WOODS(LM/AWC)	312.85
16025	MSBU MIRROR (LM/AWC)	45.00
16026	MSBU SPRING (LM/AWC)	283.31
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	84.78
16028	MSBU BURKETT (LM/AWC)	117.77
16030	MSBU SWEETWATER COVE (LM/AWC)	2,471.06
16031	MSBU LAKE ASHER AWC	187.89
16033	MSBU GRACE LAKE (LM/AWC)	22.50
16035	MSBU BUTTONWOOD POND (LM/AWC)	74.54
16036	MSBU HOWELL LAKE (LM/AWC)	884.67
16037	MSBU LK LINDEN (LM/AWC)	162.80
16040	MSBU TWIN LAKES (LM)	22.50
16073	MSBU SYLVAN LAKE (AWC)	1,073.69
16077	MSBU LITTLE LK HOWELL/TUSK	22.50
16080	MSBU E CRYSTAL CHAIN OF LAKES	322.97
32300	FIVE POINTS DEVELOPMENT FUND	123,178.65
40100	WATER AND SEWER FUND	911,699.06
40108	WATER & SEWER CAPITAL IMPROVEM	262,921.24
40201	SOLID WASTE FUND	30,019.50
50100	PROPERTY LIABILITY FUND	3,904.23
50200	WORKERS COMPENSATION FUND	39,636.85
50300	HEALTH INSURANCE FUND	3,096,664.18
60308	ADULT DRUG COURT	256.28
TOTAL REPORT		$ 12,121,281.65

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JUNE 10, 2026

CHECK SEQUENCE: CK # 992259-992505
ACH SEQUENCE: ACH # 706-756

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14 DAY OF JULY, 2026.

_____
Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/11/26 Through 6/17/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,361,604.59
00103	NATURAL LAND ENDOWMENT FUND	3,724.50
00108	FACILITIES MAINTENANCE FUND	22,187.03
00111	TECHNOLOGY REPLACEMENT FUND	9,152.23
00113	COUNTYWIDE UTILITIES	41,419.27
10101	TRANSPORTATION TRUST FUND	37,937.87
11000	TOURISM PARKS 1,2,3 CENT FUND	395.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	4,000.00
11200	FIRE PROTECTION FUND	63,762.80
11400	COURT SUPP TECH FEE (ARTV)	20,122.50
11560	2014 INFRASTRUCTURE SALES TAX	500,713.03
11901	COMMUNITY DEVELOPMEN BLK GRANT	28,428.94
11902	HOME PROGRAM GRANT	2,166.67
11904	EMERGENCY SHELTER GRANTS	16,656.94
11905	COMMUNITY SVC BLOCK GRANT	7,462.27
11916	PUBLIC WORKS GRANTS	64,489.94
11919	COMMUNITY SVC GRANTS	66,595.59
11930	RESOURCE MANAGEMENT GRANTS	22,363.81
12024	SHIP AFFORDABLE HOUSING 23/24	38,233.08
12026	SHIP AFFORDABLE HOUSING 25/26	1,835.00
12303	OPIOID SETTLEMENT	119,701.22
12500	EMERGENCY 911 FUND	42,469.31
12606	MOBILITY FEE CORE DISTRICT	3,120.00
13100	ECONOMIC DEVELOPMENT	10,950.00
15000	MSBU STREET LIGHTING	87,658.67
16030	MSBU SWEETWATER COVE (LM/AWC)	2,500.00
16040	MSBU TWIN LAKES (LM)	1,828.80
32300	FIVE POINTS DEVELOPMENT FUND	110,311.18
40100	WATER AND SEWER FUND	190,641.48
40102	CONNECTION FEES-WATER	14,950.19
40108	WATER & SEWER CAPITAL IMPROVEM	2,278,767.76
40201	SOLID WASTE FUND	130,870.10
50100	PROPERTY LIABILITY FUND	63,030.63
50200	WORKERS COMPENSATION FUND	84,353.72
50300	HEALTH INSURANCE FUND	131,910.33
TOTAL REPORT		$ 5,586,314.45

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JUNE 17, 2026

CHECK SEQUENCE: CK # 992506-992802
ACH SEQUENCE: ACH # 757-783

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14 DAY OF JULY, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/18/26 Through 6/24/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 2,325,341.94
00103	NATURAL LAND ENDOWMENT FUND	7,262.00
00108	FACILITIES MAINTENANCE FUND	26,755.52
00112	MAJOR PROJECTS FUND	440,156.16
00113	COUNTYWIDE UTILITIES	140,761.39
10101	TRANSPORTATION TRUST FUND	60,204.90
10102	MASS TRANSIT FUND	817,163.00
10400	BUILDING PROGRAM	925.00
11000	TOURISM PARKS 1,2,3 CENT FUND	1,266.98
11001	TOURISM SPORTS 4 & 6 CENT FUND	10,000.00
11200	FIRE PROTECTION FUND	1,609,162.87
11541	2001 INFRASTRUCTURE SALES TAX	506.31
11560	2014 INFRASTRUCTURE SALES TAX	376,247.32
11580	2024 INFRASTRUCTURE SALES TAX	549,595.40
11901	COMMUNITY DEVELOPMEN BLK GRANT	104,194.08
11902	HOME PROGRAM GRANT	152,030.99
11904	EMERGENCY SHELTER GRANTS	603.00
11905	COMMUNITY SVC BLOCK GRANT	6,211.86
11916	PUBLIC WORKS GRANTS	455,544.70
11919	COMMUNITY SVC GRANTS	1,735.00
11930	RESOURCE MANAGEMENT GRANTS	8,116.56
11933	FEDERAL MITIGATION GRANTS	119,525.99
12024	SHIP AFFORDABLE HOUSING 23/24	195,430.00
12304	ATTAINABLE HOUSING TRUST	542,054.56
12500	EMERGENCY 911 FUND	244.93
12608	MOBILITY FEE SUBURBAN EAST DIS	7,348.54
15000	MSBU STREET LIGHTING	3,839.85
32300	FIVE POINTS DEVELOPMENT FUND	146,740.47
40100	WATER AND SEWER FUND	591,978.53
40108	WATER & SEWER CAPITAL IMPROVEM	522,316.78
40110	WATER AND SEWER - GRANTS	20,000.00
40201	SOLID WASTE FUND	659,006.39
50200	WORKERS COMPENSATION FUND	35,959.17
50300	HEALTH INSURANCE FUND	143,702.02
60303	LIBRARIES-DESIGNATED	460.00
TOTAL REPORT		$ 10,082,392.21

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JUNE 24, 2026

CHECK SEQUENCE: CK # 992803-993065
ACH SEQUENCE: ACH # 784-816

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14TH DAY OF JULY, 2026.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 06/04/2026
Biweekly Payroll Ending: 05/30/2026

Check Numbers: **163402 - 163422**
Voided Check Number: N/A

Net Expenditure Total: **$3,519,910.28**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 14th day of July, 2026.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 06/18/2026
Biweekly Payroll Ending: 06/13/2026

Check Numbers: **163423 - 163436**
Voided Check Number: N/A

Net Expenditure Total: **$3,494,172.33**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 14th day of July, 2026.

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Chairman

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0593

Title:

Approve and authorize the Chairman to execute a Resolution honoring the 15th anniversary of the CORE Foundation in Seminole County, FL.

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING THE CELEBRATION OF
THE 15 YEAR ANNIVERSARY OF CORE
(CENTER OF RECOVERY & EXERCISE)
AND THE CORE FOUNDATION IN SEMINOLE COUNTY

WHEREAS, CORE was established in 2011 to provide an Activity Based Training program to optimize the function, health, and independence for those with paralysis from spinal cord injuries and other neurological injuries and disorders; and

WHEREAS, the CORE FOUNDATION was established in 2011 to support individuals who otherwise could not afford an Activity Based Training program that is proven to improve their physical, mental, and clinical outcomes; and

WHEREAS, the majority of CORE and CORE FOUNDATION clients reside in Central Florida; and

WHEREAS, many clients travel to CORE because the Activity Based Training program is not available where they reside in other parts of Florida, other States, and other Countries; and

WHEREAS, CORE provides unique access to Aquatic Activity Based Training in a state-of-the-art SwimEx Pool; and

WHEREAS, CORE provides a bridge in the gap between traditional rehabilitation and the lifelong demands of paralysis, helping individuals "move beyond" their limitations, live an active lifestyle, and prevent secondary medical complications; and

WHEREAS, CORE established in 2016 the Rock Steady Boxing Orlando program which enables people with Parkinson's disease to fight their disease and gives hope for improving their quality of life through a non-contact boxing-based fitness curriculum; and

WHEREAS, CORE and the CORE FOUNDATION are committed to providing these life-enhancing services in Central Florida and specifically in Seminole County;

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby congratulate CORE and the CORE FOUNDATION on this milestone achievement of 15 years of service to Central Florida and Seminole County.

ADOPTED this 14th day of July 2026

_____

Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0417

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.5 (Travel Policy) and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Lorie Bailey Brown/407-665-7172

Background:

The updated policy replaces narrative-heavy structure with a more streamlined, user-friendly framework that clearly defines expectations for pre-authorization, documentation, and reimbursement.

Key improvements include reimbursement standards modernized through adoption of U.S. General Services Administration (GSA) per diem rates for meals and incidental expenses on authorized travel. GSA establishes the per diem rates for federal agencies to reimburse employees for lodging and meals and incidental expenses incurred on official travel within the continental United States. The policy also addresses required documentation for reimbursement for each type of travel expense.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.5 (Travel Policy) and providing an effective date.

RESOLUTION NO. 2026 R-_____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY AMENDING SECTION 3.50 (TRAVEL) TO REVISE TRAVEL REIMBURSEMENT DOCUMENTATION; REVISING GSA RATES FOR MEALS AND INCIDENTALS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, Section 3.50 authorizes employee reimbursement for work-related travel and related gratuities including travel reimbursement for transportation related expenses such as parking, toll expenses, and gratuities at airports, hotels, and ride-sharing companies as well as reimbursement of meals and incidental expenses utilizing the General Services Administration rates; and

WHEREAS, Section 3.50 requires employees to provide certain documentation for reimbursement for work-related travel; and

WHEREAS, it is necessary to provide updated guidance on the required documentation for travel reimbursement; and

WHEREAS, the rates for per diem meals need to be increased to comport with current General Services Administration (GSA) rates; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida that:

Section 1. The foregoing recitals are incorporated herein by reference and form an integral part of this Resolution.

Section 2. Section 3.50 of the Seminole County Administrative Code is hereby amended by replacing it in its entirety with the amendment attached to and made a part of this Resolution as Exhibit A.

Section 3. This Resolution and the attached Exhibit A will take effect immediately following adoption by the Board of County Commissioners and will remain in effect until terminated or superseded by further action of the Board.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

Attachment:
Exhibit A: Section 3.50

CMP/kw
5/15/26

SECTION 3. COUNTY ADMINISTRATION

3.50 TRAVEL

A. GENERAL POLICY

(1) ~~It is the intent of Seminole County to reimburse employees travel as authorized by Section 112.061, Florida Statutes.~~ This Policy establishes consistent standards for County employee travel, ensuring that all travel is necessary, cost-effective, and properly documented. Employees and non-employees traveling on official business must exercise the same care in incurring expenses as a prudent person traveling for personal reasons. Only reasonable and necessary expenses directly related to County business are eligible for reimbursement, unless otherwise mandated by state or federal law. It is the employee's responsibility to be familiar with and understand this Policy prior to traveling. Failure to adhere to this policy may result in disciplinary action as outlined in Administrative Code Section 24.15 Personnel Policies and Procedures.

(2) ~~Employees and non-employees traveling on official business are expected to exercise the same care in incurring official expenses that any prudent person exercises when traveling for personal reasons.~~ This Policy is not intended to address every issue, exception, or contingency that may arise during an employee's travel. Therefore, when using this Policy, prudent judgment should be exercised. Deviations from the Policy must be approved by the County Manager or their designee on the reimbursement request. This Policy does not apply to travel under the State Mutual Aid Agreement (SMAA) or the Emergency Management Assistance Compact (EMAC).

(3) ~~It is the responsibility of the traveler to be familiar with these rules and be knowledgeable of the reimbursable expenses.~~ All travel must be pre-authorized and approved in writing (including the purpose of travel) by the Employee's' Department Director or designee on the Seminole County Travel Pre-authorization Form. Travel for Department Directors must be approved by the County Manager or designee. The County Manager must approve out-of-state and international travel as well as travel for authorized non-County employees traveling on behalf of the County, unless the travel is specified as a contractual obligation.

(4) ~~All travel must be authorized and approved by the appropriate agency head and funds must be available in the budget. Travel plans, seminars, conferences and training known in advance should be documented as part of a department's travel budget request. However, it is expected that opportunities for and requirements of travel related to County business are often unknown at the time of budget adoption by the Board of County Commissioners (BCC). Thus, types of travel should be anticipated and must be documented as part of a department's travel budget request. Travel that falls within the parameters of the above descriptions is considered to be approved through the budget process. Additional funding for travel must be processed by way of the approved budget transfer policy. Budget transfer requests over $1,000.00 for funding to a single destination must be approved by the BCC.~~ Payment for lodging, transportation, and registration is recommended to be prearranged using a County P-Card. The County

Tax-Exempt form should be used when paying with a P-Card. P-Card purchases must adhere to all provisions set forth in the Seminole County Administrative Code Section 3.55 “Purchasing Policy.”

(5) ~~The County Manager must approve travel by authorized persons not employed or under contract by the County who are called upon to contribute time and services as consultants or advisors or participants when the travel is on behalf of the County. Funding for this travel must have been approved through the budget process or must be processed by way of the approved budget transfer policy.~~ All requests for travel reimbursement must be approved by the Employee’s’ Department Director or designee and submitted with supporting documentation within 45 days of return. Expenses without sufficient supporting documentation will not be reimbursed. The required supporting documentation is provided in section B of this Policy. It is the intent of this Policy that 'proof of payment' refers to receipts reflecting a zero-dollar balance or indicating that payment has been made. Receipts are not required for per diem reimbursement.

~~(6) Meals shall be reimbursed as provided by County Ordinance. Dollar limits exclude alcohol, but may include tips up to 20%.~~ **~~Receipts are required for reimbursements exceeding the statutory meal allowances.~~**

~~(7) Other expenses which may be reimbursed include:~~

~~Registration fees – receipt required~~

~~Tolls and parking fees – receipt required~~

~~Taxi fares/Ride-sharing applications (such as, but not limited to, Uber or Lyft) – receipt required for all fares. Tip on taxi service is allowed, not to exceed 20% of fare.~~

~~Hotel and single occupancy room rate – receipt required.~~

~~Copy of charge card receipt is required if paid by credit card. Room service meals are reimbursable under provisions for meal allowances. Use of food and beverage dispensers in hotel rooms is not reimbursable.~~

~~Business telephone calls or on-line access charges for use of computer or fax – receipt or documentation required as well as justification.~~

~~Vicinity mileage is allowed from office or home, whichever is less, to the destination or to the airport if applicable.~~

~~Airport parking – receipt is required. Travelers will be reimbursed for up to ten (10) days parking at Orlando Sanford International Airport, Orlando International Airport and the Daytona Beach airport. However, this parking is discouraged, and instead, carpooling or rides to and from the airport are suggested. Airport parking out of town will be reimbursed as needed.~~

~~(8) All reimbursable expenses must be reported on the approved travel voucher no more than two (2) weeks after the end of the travel period. Receipts are~~

~~required for all expenditures except for meals as noted in the Florida Statutes or as referenced above.~~

~~(9) Reimbursement or a travel advance repayment will be made after the travel takes place.~~

~~(10) Cash advances must be approved by the Department Director and should be requested two (2) weeks in advance from County Finance. County Finance should be notified of the expected return date. Expenses from the cash advance must be reported with receipts within five (5) working days of the last day of the trip or, if cash is unused, it must be returned to County Finance within five (5) working days in the form of a personal check, money order or cash. Travel advances will not be issued for less than $250.00 and may not exceed 100% of the estimated cost of the trip. No advance will be issued if a previous advance is outstanding. County Finance should notify the County Manager of any cash advance outstanding over five (5) working days from the expected date of return. Failure to comply with policy will result in a payroll deduction of the total cash advance.~~

~~(11) Pre-registration and County payment is encouraged for hotel reservations to ensure waiver of sales tax charges.~~

~~(12) A credit card bill must be substantiated by receipts attached and a full explanation of the charge provided on the travel voucher.~~

~~(13) Employees using a credit card must not expect reimbursement for any item that is not used for the business purpose. Expenditures on the card, if not directly related to the business, will not be paid by the County. For example, if you stay in a hotel on business and you watch a movie for pay that appears on the hotel bill, the movie expense will not be paid by the County.~~

~~(14) There is no reimbursement for travel and/or meals that are complimentary or covered in a registration or other similar fee. Continental breakfast, rolls, danish, snacks, drinks or other small incidental food items provided by the registration shall not be considered a meal.~~

~~(15) If an employee wishes to alter travel plans for personal business, any additional cost of transportation must be paid by the employee.~~

~~(16) Employees are permitted one (1) personal phone call to a single location per day not to exceed $5.00 plus any hotel connection fees.~~

~~(17) Any employee failing to comply with this policy may be subject to disciplinary action as described in the Personnel Policies and Procedures.~~

~~B. TRAVEL REIMBURSEMENT POLICY FOR ECONOMIC DEVELOPMENT~~ REIMBURSABLE EXPENSES

(1) **Conference and Registration Fees.** Conference and registration fees will be reimbursed.

Documentation Requirement: Receipt and conference schedule/agenda.

(2) **Lodging.** Lodging costs are reimbursable and should be booked at the standard room rate. Overnight lodging within a 50-mile travel distance from the traveler's assigned work location must be indicated on the Pre-authorization Form. Employees are encouraged to utilize pre-established group rates for lodging unless extenuating circumstances prevent staying at the designated location. Hotel room service meals are reimbursable subject to Section B.(4) of this Policy.

Documentation Requirement: Itemized receipt showing check-in and check-out dates, daily room rate, additional charges, taxes, and proof of payment

(3) **Transportation.**

(a) Air Travel.

(i) Air travel should be used when it is the most cost-effective option. When choosing an airline, consideration should be given to non-stop travel, the airline's additional required fees, and the airline's propensity for flight delays and/or cancellations.

(ii) Baggage fees for the first checked bag are eligible for reimbursement.

(iii) Upgrades and optional services are not reimbursable unless pre-approved for ADA, medical, or business necessity.

Documentation Requirement: Airline itinerary and receipt showing employee's name, travel dates, and proof of payment.

(b) Personal Vehicle Use.

(i) When readily available, employees must use a county vehicle. If a County vehicle is not readily available, employees must notify their supervisor in advance that they will be using their personal vehicle for official travel.

(ii) Employees using personal vehicles for official travel will be reimbursed at the standard mileage rate, set annually by the Internal Revenue Service (IRS).

(iii) Vicinity mileage incurred in the conduct of official County business includes local travel (including travel to and from County locations other than the employee's assigned work location) or business travel to a destination. It does not include travel to and from the employee's home and assigned work location unless the employee's home is the point of origin for approved travel. Examples of vicinity travel include:

- Travel between a hotel and a conference or meeting location.
- Travel between various locations of business.
- Travel to or from an airport, train station, or bus terminal.
- Travel to a destination when not otherwise covered by another form of transportation.

(iv) Vicinity mileage is not reimbursable for personal errands such as sightseeing, shopping, or recreational activities.

Documentation Requirement: Documentation indicating beginning location, tolls,destination, and miles driven. (e.g., Google Maps, MapQuest, or other similar products).

(c) County Vehicle Use. When utilizing a county vehicle, the Employee must adhere to all provisions set forth in the Seminole County Administrative Code Section 34.25 "Vehicle Use Policy."

Documentation Requirement: Itemized receipt(s) for fuel, tolls, and parking (if applicable).

(d) Taxi, Shuttle, Micro-Transit, Rideshare Services, and other.

(i) Expenses related to taxi fares, shuttle, micro-transit, rideshare services (e.g., Uber, Lyft), trains, and rail travel are reimbursable when used for official County business. Such services should be used when they are the most economical and efficient means of local transportation. Bicycle or scooter rentals are not eligible for reimbursement.

(ii) Reimbursable uses include, but are not limited to:

- Travel between airports, train stations, bus terminals, and lodging.
- Travel between lodging and official meeting or conference sites.
- Gratuities for taxi or rideshare drivers may be reimbursed up to $4 on fares $20 or less, or 20% on fares exceeding $20.

Documentation Requirement: Itemized receipt(s) and documentation indicating date of travel, beginning location, and destination.

(e) Rental Vehicles.

(i) Rental vehicles may be authorized by the Department Director.

(ii) Standard vehicles are encouraged unless larger vehicles are necessary for official business.

(iii) The basic insurance coverage options through the rental company should be selected when available.

Documentation Requirement: Rental agreement, receipt showing rental charges, and proof of payment. Receipts are required for fuel, tolls, and parking (if applicable).

(4) **Meals and Incidental Expenses (M&IE).**

(a) Meals and incidental expenses will be reimbursed according to the published U.S. General Services Administration (GSA) Meal & Incidental Expense

(M&IE) rates for the travel destination. The GSA M&IE rates include incidental expenses for fees and tips given to porters, baggage carriers, and hotel staff, including valet parking. Current rates can be found at: https://www.gsa.gov/travel/plan-book/per-diem-rates.

(b) If meals are included in the cost of the event registration, the per diem claim must be reduced by the GSA rate for that meal. Continental breakfast and snacks are not considered meals.

Documentation Requirement: A copy of the GSA Meals and Incidental Expenses (M&IE) Rates for the travel destination. The Travel Reimbursement Request must indicate the first and last day of travel, as well as the full days.

(5) **Parking Expenses.**

(a) Parking Fees, including valet parking when self-parking is unavailable, and accompanied by original receipts or Expressway statements. Valet Attendant tips are considered incidental expenses (see Meals and Incidental Expenses).

(b) Airport parking (carpooling and/or rideshare services are encouraged when costs are less than parking).

(c) Other reasonable travel expenses when approved by the Department Director.

Documentation requirement: Original receipts or proof of payment.

~~(1) All travel associated with economic development must be within the Economic Development budget as approved by the BCC through the budget process. Any additional funding must be obtained through the approved procedure for budget transfers except that budget transfers for a single destination or event in excess of $1,000.00 must be approved by the BCC. No costs or expenses for travel or entertainment or promotion may exceed the approved budget.~~

~~(2) In addition to reimbursable expenses outlined in Section 3.50A. "General Policy", above, the following expenses of County officials and County employees are reimbursable if approved by the County Manager (or designee):~~

~~(a) Actual, necessary and reasonable costs of travel, meals, single occupancy lodging, presentations, token gifts such as pins and medallions and entertainment expenses of officials and employees of the County and other authorized persons who meet in direct connection with soliciting economic development on behalf of the County. Other persons or guests may be authorized by the County Manager. All expenses must be documented to include receipts and justification.~~

~~(b) Promotional and advertising expenses. Original receipts are required.~~

~~(c) Reimbursable expenditures as listed above when incurred for the purpose of directly promoting economic development include business association~~

~~luncheons, taxi/ride-sharing applications (such as, but not limited to, Uber or Lyft) and airport limousine fares and tips up to 20%; ferry fares and bridge, road and tunnel tolls; storage and parking fees; mandatory valet parking; telephone, telegraph, facsimile and telex charges related to County business only; portage when used to transport County promotional materials; charges for travelers checks; foreign currency exchange fees; and maps. Advertising and promotions include cooperative ventures with airline, rental cars, hotels and attraction and convention and visitors bureaus.~~

~~(d) Food, beverages, including alcohol, coffee, gratuities associated with meetings, dinners, promotions, cocktail parties, and similar events whether catered or provided at a County or other facility or private location. Original receipts are required and justification must be included.~~

~~(e) Tips up to 20% of food and beverage are reimbursable.~~

~~(f) Rental cars are reimbursable. Receipts are required. Justification must be approved by the County Manager if a rental car larger than mid-size is used or if a rental car is driven fewer than twenty (20) miles.~~

C. ~~TRAVEL IN FOREIGN COUNTRIES~~ NON-REIMBURSABLE EXPENSES

The following items are examples of non-reimbursable expenses.

(1) Complimentary Meals: No reimbursement if meals are included in registration or event fees;

(2) Personal Travel Changes: Additional costs due to personal travel alterations must be borne by the employee;

(3) Spouse, family member, or companion travel expenses;

(4) Personal entertainment (movies, in-room streaming, concerts, sporting events, etc.);

(5) Alcoholic beverages;

(6) Mini-bar, in-room snacks, or personal food items beyond per diem allowances;

(7) Laundry, dry cleaning;

(8) Optional valet parking;

(9) Parking fines, traffic violations, or other penalties incurred while traveling;

(10) Upgrades to business class or first-class airfare, hotel suites, or luxury vehicles unless pre-approved for necessary ADA or medical accommodations;

(11) Early check-in, late check-out, or room upgrade fees for personal convenience;

(12) Travel insurance or flight/trip cancellation insurance (unless pre-approved);

(13) Excess baggage fees not related to business materials or equipment;

(14) Expenses reimbursed by another agency (e.g., conference host, grant, or third party).

~~(1) Travel in foreign countries for County business is permitted if approved by the Board of County Commissioners.~~

~~(2) Travelers may select the following reimbursement policy:~~

~~(a) Reimbursement for personal meals and incidental expenses will be reimbursed based on the US Department of State publication, "Maximum Travel Per Diem Allowances For Foreign Areas". Meals and incidental expenses include all meals and beverages including tips, portage, cleaning and other expenses of a personal nature. Per diem reimbursement requests may be up to, but not exceed, amounts itemized in the most recent publication. Receipts will not be required.~~

~~(b) Receipts are required for: hotel accommodations; air or ground transportation expenses such as trains, ferries, car rental, parking fees and tolls; business telephone calls; and faxes. Receipts are required for any expense not included in the meal and incidental per diem allowance.~~

~~(c) Taxi/Ride-sharing applications (such as, but not limited to, Uber or Lyft) fares and tips up to $15.00 per trip do not require receipts.~~

~~(d) There is no reimbursement for meals that are complimentary, covered in a registration or other similar fee, or that are provided by any other person on entity. The traveler must reduce the per diem allowance by an appropriate amount to reflect any meals not paid by the traveler.~~

~~(e) The County will not reimburse "danger pay allowance" itemized in the "Maximum Travel Per Diem Allowances For Foreign Areas" for travel in any country.~~

~~(3) The County will not utilize lodging per diem amounts. Hotel bills will be reimbursed at actual cost and require receipts.~~

~~(4) A traveler who desires to be reimbursed for actual expenses must request reimbursement under Section I, General Travel, or Section II, Economic Development, of the Travel Policy.~~

~~(5) Reimbursements for each trip must all be requested under the same section of the Travel Policy. For example, reimbursement of any one trip may not be split between the Economic Development Section and the Foreign Travel Section.~~

D. INTERNATIONAL TRAVEL

When international travel is required for economic development or other business purposes, cultural norms require different treatment than domestic travel. These policies allow for variations in cultural norms and enhanced scrutiny.

(1) Foreign travel must be approved by the Chairman of the Board of County Commissioners.

(2) Meals and Incidental Expenses will be reimbursed based on the U.S. Department of State's 'Maximum Travel Per Diem Allowances for Foreign Areas' or at the actual cost with a receipt.

(3) Taxi/Rideshare transportation is reimbursed at the actual cost, provided a receipt is submitted.

(4) Gratuities should be consistent with customary norms of the travel destination.

Documentation Requirement: A copy of the U.S. Department of State Foreign per Diem Rates in US Dollars (DSSR 925) for the travel destination. Receipts are not required for meals if using the per diem method. For reimbursement of actual cost, a receipt must be submitted with the reimbursement request.

~~D.~~ **E. AUTHORITY.** Resolution 99-R-125 adopted September 21, 1999
Resolution 2022-R-103 adopted August 23, 2022
Resolution 2026-R-_____adopted_____

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0490

Title:

Award CC-6545-25/MAG - US 17/92 Overpass Pedestrian Improvements to Southland Construction, Inc. of Apopka, FL in the amount of $2,086,753.09, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide. (**Stephen Koontz, Assistant County Manager**) Requesting Department- Public Works

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing & Contracts Manager

Contact/Phone Number:

Michael Guild/407 665-7122

Background:

CC-6545-25/MAG will provide 0.217 miles of recreational path that will allow additional connectivity and provide access from the US 17/92 adjacent sidewalks to the Cross Seminole Trail, located in the vicinity of the intersection between US 17/92 and General Hutchinson Parkway. The work to be performed by the Contractor consists of, but is not limited to, a retaining wall system, drainage improvements, construction of concrete sidewalk, signage and pavement marking, clearing and grubbing, excavation, embankment work and the maintenance of traffic.

The project was publicly advertised and the County received five (5) bids in response to the solicitation. The Review Committee consists of Sam Moussa, Professional Engineer; Stephen Miller, Professional Engineer; Joseph LoFaso, Assistant County Engineer; and Tawny Olore, Public Works Director reviewed the responses, giving consideration to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Southland Construction, Inc. of Apopka, FL in the amount of $2,086,753.09. The Completion time for this project is one hundred ninety-three (193) calendar days to Substantial Completion and an additional thirty (30) calendar days to

Final Completion after issuance of the Notice to Proceed by the County.

The Engineer’s Estimate for the project is $2,161,935.04.

This is a budgeted project, Funding for this project includes $132,633 from Core Mobility Fee Fund (CIP#02607051), $870,291 from Suburban East Mobility Fee Fund (CIP#02607052) and $1,083,829 from Florida Department of Transportation (LAP) Funding (CIP#02307102), for a total funding amount of $2,086,753.09.

Requested Action:

Staff requests that the Board award CC-6545-25/MAG - US 17/92 Overpass Pedestrian Improvements to Southland Construction, Inc. of Apopka, FL in the amount of $2,086,753.09, and authorize the Purchasing and Contracts Division to execute the Agreement.

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

TABULATION SHEET

CC No. CC-6545-25/MAG

US 17-92 Overpass Pedestrian Improvements FPID #: 441484-1-58-01

RESPONSE DEADLINE: May 20, 2026 at 2:00 pm

Vendor:	Total:
Southland Construction, Inc.	$2,086,753.09
Gibbs & Register, Inc.	$2,258,372.20
ATLANTIC CIVIL CONSTRUCTORS CORP	$2,422,299.80
Granite Construction Company	$2,488,686.00
Masci General Contractor, Inc.	$5,495,236.11

UPDATED & POSTED BY: Michael Guild, Lead Senior Procurement Analyst, Thursday, May 21, 2026 at 2:00 PM (EST)

- **Responsiveness & Responsibility Checks were conducted. All submitted bids provided the necessary bid documents and were checked for accuracy. No Bidders were determined to be non-responsive and/or non-responsible.**

_____-Michael Guild, Lead Sr. Procurement Analyst (Updated & Posted on Friday, June 5, 2026 at 3:00PM (EST)

RECOMMENDATION AND NOTICE OF INTENT TO AWARD: Southland Construction, Inc.

BOCC MEETING DATE: July 14, 2026 (Tentative)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

NOTICE OF RECOMMENDED AWARD

Recommendation of Award:

Project Name: **CC-6545-25/MAG – US 17-92 Overpass Pedestrian Improvements**
FPID #: 441484-1-58-01

Vendor Name (To): Southland Construction, Inc.

REVIEW COMMITTEE MEMBERS:

Name: Sam Moussa

Signature: Sam Moussa, P.E. Date: 05/28/2026

Name: Stephen Miller

Signature: Stephen L. Miller Date: 5/28/2026

Name: Joseph LoFaso

Signature: Joseph M. LoFaso Jr. Date: 05/28/26

DEPARTMENT DIRECTOR:

Name: Tawny Olore

Signature: Tawny Olore Date: 5/28/26

CONSTRUCTION SERVICES AGREEMENT FOR US 17/92 OVERPASS-PEDESTRIAN IMPROVEMENTS (CC-6545-25/MAG)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **SOUTHLAND CONSTRUCTION, INC**, duly authorized to conduct business in the State of Florida, whose address is 172 West 4TH Street, Apopka, FL 32703, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this Agreement, agree as follows:

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. The work is generally described as the US 17/92 Overpass Pedestrian Improvements Project**.**

Section 2. Engineer.

(a) The Engineer of Record ("ENGINEER") as named in the Contract Documents is Jacobs Engineering Group, Inc., whose address is 200 S. Orange Ave, Suite 900 Orlando, FL 32801.

(b) COUNTY's contracted consultant for construction, engineering, and inspection ("CEI") services as named in the Contract Documents is Florida Department of Transportation (District 5), whose address is 719 Woodland Blvd, Deland, Florida 32720.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within One Hundred Ninety Three (193) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within Thirty (30) calendar days after the actual date of substantial completion.

(c) The parties acknowledge that the contract time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.

(d) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price). CONTRACTOR's total compensation is $2,086,753.09, subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the

prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of the others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

(b) CONTRACTOR has studied carefully and considered in its bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the work.

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations

(temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR's resident Superintendent at the work site will be _____. CONTRACTOR shall use only this person as

Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended

temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

(1) This Agreement and its Exhibits.

(2) Any Addenda to COUNTY's Solicitation Package.

(3) COUNTY's Solicitation Package, including the General Conditions.

(4) Drawings and Plans.

(5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

(2) Performance Bond.

(3) Payment Bond.

(4) Contractor's Certificate of Insurance and Insurance Policies, which must include FDOT as additional insured.

(5) Notice to Proceed.

(6) Certificate of Substantial Completion.

(7) Contractor's Waiver of Lien (Partial).

(8) Contractor's Waiver of Lien (Final and Complete).

(9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

(10) Certificate of Final Completion.

(11) Contractor's Release.

(12) Consent of Surety to Final Payment.

(13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of Two Thousand Six Hundred Sixty-Seven and 00/100 Dollars ($2,667.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents.

The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment and Binding Effect.

(a) Terms used in this Agreement that are defined in Section 1 of the General Conditions have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound and any such assignment without such written consent will be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and

dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Public Works - Engineering Division
100 East First Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

Copy to ENGINEER:

Jacobs Engineering Group, Inc.
200 South Orange Ave, Suite 900
Orlando, FL 32801

For CONTRACTOR:

Southland Construction, Inc.
172 West 4th Street
Apopka, FL 32703

Section 14. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly

or indirectly in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 15. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to the maintenance of traffic requirements of the Contract Documents will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 16. Indemnification of COUNTY and the State of Florida Department of Transportation.

(a) To the extent provided by law, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY and the State of Florida Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONTRACTOR or any of its

officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONTRACTOR.

(b) The foregoing indemnification shall not constitute a waiver of the Department's or COUNTY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONTRACTOR to indemnify the Department for negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

(c) CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This subsection will survive the termination of this Agreement.

(d) The indemnification provisions of this section are intended to be cumulative in protecting COUNTY and the State of Florida, Department of Transportation and no provision of this section may be construed as negating the protection of either party afforded in another provision of this section. If any provision or application of such provision of this section to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect the other provisions or applications of this section that can be given effect without the invalid provision or application, and to this end the provision of this section are declared severable.

Section 17. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless

contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the Americans with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate. Additionally, CONTRACTOR shall comply with the Certification of Disclosures of Lobbying Activities on Federal Aid Contracts attached to this Agreement as Exhibit G, the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion document attached to this Agreement as Exhibit H, the FDOT Form 275-030-11; DBE Bid Package Information document attached to this Agreement as Exhibit I, the FDOT Form 375-030-34; Disclosure of Lobbying Activities document attached to this Agreement as Exhibit J, the FHWA – 1273 document attached to this Agreement as Exhibit K, the Davis Bacon Wage Rates attached to this Agreement as Exhibit L, and FDOT's LAP Certification of Current Capacity document attached to this Agreement as Exhibit M.

Section 29. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST: _____

_____ By: _____
Witness Daniel T. Carr, President

_____
Signature Date: _____

_____
Witness

_____
Signature

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
ROBERT BRADLEY,
Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County Only.

As authorized for execution by the Board of County Commissioners at its _____, 20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Exhibit A – Scope of Services
Exhibit B – Bid Form
Exhibit C – Trench Safety Act
Exhibit D – American with Disabilities Act Affidavit
Exhibit E – Construction Forms
Exhibit F – Affidavit of E-Verify Requirements Compliance
Exhibit G – Certification of Disclosures of Lobbying Activities on Federal Aid Contracts
Exhibit H – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions for Federal Aid Contracts
Exhibit I – FDOT Form 275-030-11; DBE Bid Package Information
Exhibit J – FDOT Form 375-030-34; Disclosure of Lobbying Activities
Exhibit K – FHWA – 1273: Required Contract Provisions Federal Aid Construction Contracts
Exhibit L – State of Florida Department of Labor's Davis Bacon Wage Rates
Exhibit M – State of Florida Department of Transportation's LAP Certification of Current Capacity
Exhibit N - Human Trafficking Affidavit

General Construction Scope for US 17-92 Overpass – Pedestrian Improvements Project

Seminole County Public Works Department is proposing to construct 0.217 miles of a recreational path (0.104 miles of an 8-ft recreational path on the west side of US 17-92 and 0.113 miles of a 10-ft recreational path on the east side of US 17-92) that will allow connectivity and provide ADA compliant access from the US 17-92 (SR 600) adjacent sidewalks to the Cross Seminole Trail. Each path will be constructed adjacent to the existing approaches for the pedestrian bridge across US 17-92. The ramped segments of each path immediately adjacent to US 17-92 will be supported by back-back MSE walls. Each MSE wall system will accommodate drain pipe penetrations for maintaining stormwater conveyance on each side of US 17-92. The remaining segments of each path will be constructed at grade utilizing 6-in sidewalk concrete.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CROSS SEMINOLE TRAIL OVERPASS/PEDESTRAIN CONNECTION AT US 17/92

BID TAB

ITEM NUMBER	ITEM	UNIT	QUANTITY	UNIT BID PRICE	PROJECT BID PRICE
	ROADWAY PLANS - CIP 0205750				
101-1	MOBILIZATION (MATERIAL AND WORKMANSHIP BOND)(Non-Federal Aid Participating)	LS	1	16,000.00	16,000.00
101-1	MOBILIZATION (EXCLUDING MATERIAL AND WORKMANSHIP BOND)	LS	1	512,000.00	512,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	40,000.00	40,000.00
102-60	WORK ZONE SIGN	ED	4014	0.35	1,404.90
102-74-8	CHANNELIZING DEVICE-PEDESTRAIN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	26760	0.06	1,605.60
102-99	CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY)	ED	474	12.00	5,688.00
104-10-3	SEDIMENT BARRIER	LF	2035	2.40	4,884.00
104-12	STAKED TURBIDITY BARRIER-NYLON REINFORCED PVC	LF	58	14.00	812.00
104-15	SOIL TRACKING PREVENTION DEVICE	EA	2	3,500.00	7,000.00
104-18	INLET PROTECTION SYSTEM	EA	2	155.00	310.00
107-1	LITTER REMOVAL AND DISPOSAL (Non-Federal Aid Participating)	AC	5.66	60.00	339.60
107-2	MOWING (Non-Federal Aid Participating)	AC	5.66	240.00	1,358.40
108-1	MONITOR EXISTING STRUCTURES-INSPECTION AND SETTLEMENT MONITORING	LS	1	9,500.00	9,500.00
108-3	MONITOR EXISTING STRUCTURES-GROUNDWATER MONITORING	LS	1	1,500.00	1,500.00
110-1-1	CLEARING AND GRUBBING	LS	1	54,392.19	54,392.19
110-4-10	REMOVAL OF EXISTING CONCRETE SIDEWALK, DRIVEWAY & CURB	SY	1	800.00	800.00
120-1	REGULAR EXCAVATION	CY	314.0	50.00	15,700.00
120-4	SUBSOIL EXCAVATION	CY	18.0	60.00	1,080.00
120-6	EMBANKMENT	CY	943.0	61.00	57,523.00
160-4	TYPE B STABILIZATION	SY	984.0	35.00	34,440.00
400-4-4	CONCRETE CLASS IV, SUPERSTRUCTURE	CY	116.0	1,971.00	228,636.00
415-1-4	REINFORCING STEEL - SUPERSTRUCTURE	LB	18634	3.00	55,902.00
430-175-136	POLYPROPYLENE PIPE CLASS II, PIPE CULVERT, 36" S/CD	LF	86	265.00	22,790.00
515-2-311	PEDESTRAIN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE I	LF	942	141.00	132,822.00
520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	8	229.00	1,832.00
522-2	CONCRETE SIDEWALK (6" THICK)	SY	723	127.00	91,821.00
530-4-6	ARTICULATING CONCRETE BLOCK (6" THICK)	SY	212	420.00	89,040.00
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	SF	7072	93.00	657,696.00
550-10-220	FENCING, TYPE B, 5.1' - 6.0', W/VINYL COATING	LF	221	38.40	8,486.40
550-60-212	FENCE GATE, TYPE B, SINGLE, 6.1'-12.0' OPENING	EA	2	3,840.00	7,680.00
570-1-2	PERFORMANCE TURF, SOD	SY	1239	14.00	17,346.00
700-1-111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6	780.00	4,680.00
700-1-211	SINGLE POST SIGN, F&I BARRIER MOUNT, UP TO 12 SF	AS	2	780.00	1,560.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.004	31,000.00	124.00
	PROJECT TOTAL				2,086,753.09

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Safe Slope	LF	100	3.00	300.00

TOTAL $ 300.00

Daniel T Carr, President
Representative Name

Representative Signature

Southland Construction, Inc.
Bidder Name

5/20/2026
Date

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Southland Construction, Inc.

Signature: _____

Printed Name: Daniel T Carr

Title: President

Date: 05/20/2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2026, by Daniel T Carr.

(name of person making statement)

LINDA R. WILLIAMS
MY COMMISSION # HH 572367
EXPIRES: November 16, 2028

_____
Signature of Notary Public

Linda Williams
Print/Type/Stamp Commissioned Name of Notary Public

✓ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment C-01
Continuation Sheet for Application for Payment C-01 (2)
Change Order Form C-02
Shop Drawing Submittals C-03
Authorized Field Change (AFC) C-04
Certificate of Substantial Completion C-05
Certificate of Final Completion C-06
Contractor's Release C-07
Contractor's Waiver of Lien (Partial) C-08
Subcontractor's Waiver of Lien (Partial) C-09
Contractor's Waiver of Lien (Final and Complete) C-10
Subcontractor's Waiver and Release of Lien (Final) C-11
Consent of Surety to Final Payment C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

1. ORIGINAL CONTACT SUM ……. $ _____
2. NET CHANGE BY CHANGE ORDER ..…… $ _____
3. CONTACT SUM TO DATE *(Line 1 & Line 2)* ……. $ _____
4. TOTAL COMPLETED AND STORED TO DATE..…….. $ _____
5. RETAINAGE:
   - *(a)* _____*% of Completed Work* ..... *$* _____
   - *(b)* _____*% of Stored Material*..... *$* _____
   - *Total Retainage (Lines 5a + 5b, or Total in Column 1)* ……... *$* _____
6. TOTAL EARNED LESS RETAINAGE ..……. $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ……. $ _____
   (Line 6 from Prior Payment Application)
8. CURRENT PAYMENT DUE .....$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE *(Line 3 minus Line 6)*……. $ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through ___) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ DATE: _____

By: _____(Print) _____(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20___, by _____.(name of person making statement)

_____ _____
Signature of Notary Public – State of Florida Print/Type/Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____ Date: _____

Project Manager: _____ Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

A	B			C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE (original base bid value)	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS										

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: $ _____

Amount prior to this Change Order, if different: $ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change $ _____

Revised Contract / Work Order Amount including this Change Order: $ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____does or _____does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	**Architect / Engineer of Record:**	**Contractor:**
Name:			
Address:			
Sign:			
Date:			

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

C-02 - CHANGE ORDER FORM (Rev 100120)

Exhibit "E"

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____ Submittal #: _____

ENGINEER OF RECORD:

_____

_____

_____

CONTRACTOR:

_____

_____

_____

Attention: _____
Project Manager

Project Name: _____

Contract No.: _____CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____ Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	**_____OF _____**
Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes _____attachments:	_____ **ARCHITECT/ENGINEER** **By:** _____ **Date:** _____
Receipt of this AFC: **Acknowledged By:**	_____ **CONTRACTOR** **By:** _____ **Date:** _____

Seminole County Board of County Commissioners

CERTIFICATE OF SUBSTANTIAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____(Print)
Architect/Engineer of Record

To: _____(Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

_____
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____day of _____, 20___

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the _____day of _____, 20____

CONTRACTOR:

_____
Print Name

_____
Signature

Executed by County's PROJECT MANAGER on the _____day of _____, 20____

PROJECT MANAGER:

_____
Print Name

_____
Signature

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.

To: _____(Print)
Architect/Engineer of Record

To: _____(Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____(date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

_____
Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____day of _____, 20____

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the _____day of _____, 20_____

CONTRACTOR:

_____
Print Name

_____
Signature

Accepted by SEMINOLE COUNTY on the _____day of _____, 20_____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

_____

_____
Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____ _____(Name of Affiant) who, being duly sworn and personally know to me, deposes and says that he/she is _____(Title of Affiant) of _____ _____(Full Legal Company Name), a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on _____ _____(Agreement Title), located in Seminole County, Florida, dated the _____ day of _____, 20__, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement.

Affiant further says that the final estimate in the amount of $ _____which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of $ _____ will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

_____
Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this __day of _____, 20___, by _____.
(Name of Affiant)

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification

Type of Identification Produced: _____

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.:_____

From: _____
Full Legal Name of Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____day of _____, 20 ___, between the Contractor and Seminole County for the following project: _____.

CONTRACTOR CERTIFIES THAT:

1. All Work covered by Application For Payment No: _____has been performed in accordance with the terms of the Contract Documents;
2. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
3. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
4. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____day of _____, 20 ___.

Witness: _____ _____
Signature – Contractor's Representative

Witness: _____ _____
Printed Name & Title

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20_, by _____.
Name of Person making statement

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification

Type of Identification Produced: _____

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.:_____

From: _____
Full Legal Name of Sub-Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____day of _____, 20 ___, between the Contractor and Seminole County for the following project: _____.

SUB-CONTRACTOR CERTIFIES THAT:

1. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
2. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
3. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____day of _____, 20 ___.

Witness: _____ _____
Signature – Sub-Contractor's Representative

Witness: _____ _____
Printed Name & Title

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20_, by _____.
Name of Person making statement

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification

Type of Identification Produced: _____

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Waiver to be submitted with Final Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

_____(Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Contractor), Contractor in a Contract entered into between the Contractor and Seminole County for the _____(Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Contractor.

THE AFFIANT FURTHER DEPOSES AND STATES THAT:

1. All Work has been performed in accordance with the terms of the Contract Documents, the Contractor alone has made all subcontracts, and the Contractor and his subcontractors have purchased all materials and fixtures and employed all labor in the performance of the Work.
2. All laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished any one or all of the following: services, labor, fixtures, or materials have been satisfied and paid in full for the Work performed, and for materials, fixtures, and/or services supplied, and that the Contractor is not indebted to any person or firm in connection with the Work in any amount whatsoever.
3. There are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the Contractor.
4. All Bonds and Insurance policies required by the Contract are presently in effect and shall not be permitted to expire within the time periods stated in the Contract Documents.
5. This affidavit is made for the purpose of inducing the County to make Final Payment, and acceptance of such Final Payment by the Contractor shall release the County from any further liability under the Contract Documents.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____day of _____, 20 ___.

Witness: _____ _____
Signature – Contractor's Representative

Witness: _____ _____
Printed Name & Title

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.
Name of Person making statement

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification

Type of Identification Produced: _____

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Copy of Waiver to be submitted with Contractor's Final Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

State of: _____ County of: _____

_____(Affiant), being duly sworn according to law, deposes and states that he/she is the _____(Title) of _____(Full Legal Name of Subcontractor), Subcontractor/Vendor/Lienor to the above Contractor under Contract with Seminole County for the _____ _____(Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Subcontractor.

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its lien and right to claim a lien for labor, services, or materials furnished to _____(Contractor) on the above listed project to the following described property:

Property Address: _____

Tax Parcel Number: _____

Legal Description: _____

_____

_____

IN WITNESS WHEREOF, the undersigned has signed this instrument this _____day of _____ _____, 20___.

_____ _____
Signature of Subcontractor's Representative Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this ___day of _____, 20___, by _____(Name of Affiant), who is personally known to me or who has produced _____as identification.

_____
Signature of Notary Public – State of Florida

_____
Printed/Typed/Stamped Commissioned Name of Notary Public

_____
Title or Rank

_____
Serial Number (if any)

Exhibit "E"

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ _____ Dollars ($_____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this ____ day of _____, 20 ___.

_____ _____
Signature – Surety's Representative Signature – Attorney-in-Fact
*Power of Attorney must be attached if signed by Attorney-in-Fact

_____
Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

_____
Printed/Typed/Stamped Commissioned Name of Notary Public

_____
Title or Rank

_____
Serial Number (if any)

Agreement Name: US 17-92 OVERPASS PEDESTRIAN IMPROVEMENTS

Agreement Number: CC-CC-6545-25/MAG

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-CC-6545-25/MAG are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 2026.

Southland Construction, Inc.
Consultant Name

By: [signature]
Print/Type Name: Daniel T Carr
Title: President

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 20th day of May, 2026, by Daniel T Carr (Full Name of Affiant).

LINDA R. WILLIAMS
MY COMMISSION # HH 572367
EXPIRES: November 16, 2028

[signature]
Print/Type Name Linda Williams
Notary Public in and for the County
and State Aforementioned
My commission expires: Nov 16 2028

E-Verify Affidavit
Revised 5/19/2021

Exhibit "G"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
11/25

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

Exhibit H"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "__" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
11/25

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: FL20260270 01/02/2026

Superseded General Decision Number: FL20250270

State: Florida

Construction Type: Highway

County: Seminole County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUFL2022-039 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.18	1.49
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.92	0.00
LABORER: Common or General	$ 14.99	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 21.63	0.00
LABORER: Grade Checker	$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.12	0.00
OPERATOR: Bulldozer	$ 22.37	3.44
OPERATOR: Crane	$ 32.18	0.00
OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 20.00	2.79
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 19.73	0.00

OPERATOR: Piledriver.	$ 25.18	0.00
OPERATOR: Roller.	$ 18.28	0.00
OPERATOR: Scraper.	$ 15.54	0.00
OPERATOR: Screed.	$ 17.84	0.00
OPERATOR: Tractor.	$ 16.00	0.68
PAINTER.	$ 21.02	0.00
TRAFFIC CONTROL PERSON.	$ 15.96	0.00
TRUCK DRIVER: Dump Truck.	$ 16.64	0.00
TRUCK DRIVER: Flatbed Truck.	$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.	$ 20.76	0.00
TRUCK DRIVER: Off the Road Truck.	$ 16.55	0.00
TRUCK DRIVER: Water Truck.	$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.	$ 21.19	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # CC-6545-25

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Southland Construction, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

05/20/2026
Date

Daniel T Carr, President
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of May, 2026, by Daniel T Carr, as President, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

LINDA R. WILLIAMS
MY COMMISSION # HH 572367
EXPIRES: November 16, 2028

Print, Type or Stamp Name of Notary: Linda Williams
My commission expires: Nov 16 2028

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0527

Title:

Award IFB-5222-26/LTT Central Transfer Station Operation & Maintenance Services to Cornerstone Construction Services, Inc. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Environmental Services

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

IFB-5222-26/LTT will provide comprehensive operations and maintenance services for the Central Transfer Station (CTS). This agreement supports an integrated solid waste management system that processes up to 2,400 tons of material per day, including residential, commercial, and industrial waste.

The project was publicly advertised, and the County received one (1) response. This is the rebid of a project that was previously advertised on January 12, 2026, for which the County also received only one (1) bid. The Review Committee consisting of Nikia Stewart, Project Manager; Joseph England, Solid Waste Division Manager; and Kim Ornberg, Director of Environmental Services reviewed the responses considering qualifications, similar work experience, operations, regulatory compliance, facility and asset maintenance.

The Review Committee recommends award of this project to Cornerstone Construction Services, Inc., the lowest responsive, responsible bidder.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County,

the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is $100,000.00. The budget for this item is located under account business unit #087906.

The attached backup documentation includes the Tabulation Sheet, Notice of Recommended Award, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award IFB-5222-26/LTT Central Transfer Station Operation & Maintenance Services to Cornerstone Construction Services, Inc. and authorize the Purchasing and Contracts Division to execute the Agreement.

TABULATION OF BIDS RECEIVED

IFB-5222-26 - Central Transfer Station Operation & Maintenance Services
Response Deadline: May 20, 2026 at 2:00 pm

SUBMITTED BIDS	
Vendor	**Total Bid Price**
Cornerstone Construction Services, Inc.	$18,607.56

Recommendation and Notice of Intent to Award to: Cornerstone Construction Services, Inc.

BOCC Meeting Date: July 14, 2026 - Request to approve and award an Agreement to the lowest responsive and responsible vendor.

Update and Posted By: Liduvina Torres, Sr. Procurement Analyst

Notice of Recommended Award

Recommendation of Award for:

IFB-5222-26 - Central Transfer Station Operation & Maintenance Services

To: Cornerstone Construction Services, Inc.

By signing below, I acknowledge I have reviewed all bid documents for the above-referenced project, including the qualifications and pricing of the contractor recommended for award, above. Accordingly, I recommend award of the project to the contractor referenced above.

Review Committee Members:

Name: Nikia Stewart

Signature: Nikia Stewart Date: 6/5/2026

Name: Joseph England

Signature: Joseph England Date: 6/7/26

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Director: I acknowledge the recommendation of award made by the Department's Review Committee.

Name: Kim Ornberg

Signature: _____ Date: 6/8/26

TERM CONTRACT FOR CENTRAL TRANSFER STATION SYSTEMS OPERATIONS & MAINTENANCE
(IFB-5222-26/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **CORNERSTONE CONSTRUCTION SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4205 Edgewater Dr., Orlando, FL 32804 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide operations & maintenance for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Solid Waste
1950 SR 419
Longwood, FL 32750

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations

under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Solid Waste
1950 SR 419
Longwood FL 32750

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Cornerstone Construction Services, Inc.
4205 Edgewater Dr.
Orlando, FL 32804

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CORNERSTONE CONSTRUCTION SERVICES, INC.

_____
Witness

By: _____

_____
Print Name

Amadita Stone
Print Name

_____
Witness

President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

SCOPE OF WORK

2.1 OVERVIEW

Seminole County operates an integrated solid waste management system including the Central Transfer Station (CTS). The following scope of services includes, but is not limited to, many of the numerous tasks associated with this contract.

This scope explicitly **excludes** engineering services, as those are managed under separate County agreements.

This scope of services includes, but is not limited to, the numerous tasks required under this contract. As this list cannot cover every detail of work that may arise, the Contractor shall perform all tasks of a similar nature necessary to meet the County's requirements, even if not explicitly defined herein.

2.2 GENERAL SCOPE OF WORK

The Contractor is responsible for the evaluation, repair, and maintenance of the following areas:

A. Evaluating, repairing, and maintaining existing facilities, grounds, roadway systems, and scale area management systems

B. General plumbing, electrical, and structural repairs for all buildings and grounds.

C. Repair of concrete and metal components for chutes transferring waste from the tipping floor to trailers.

D. Building and roadway pressure washing, line restriping, painting (gates/concrete), and automated truck wash maintenance.

E. Understanding that the facility processes up to 2,400 tons per day of various materials (residential, commercial, industrial, HHW, tires, etc.) through a system of tipping floors, hoppers, and tunnels.

2.3 TECHNICAL PROFICIENCIES

The Contractor must demonstrate expertise in the following specialized areas:

A. **Systems**: Industrial electrical, plumbing (valves, piping, backflow preventers), and lift/fill stations (pumps, control panels, telemetry).

B. **Construction**: Asphalt, concrete, and commercial-sized garage doors.

C. **Specialized Maintenance**: Welding, drain cleaning/jetting/vacuuming, LED lighting, and automated truck washing equipment.

D. **Site Environment**: Knowledge of waste gas generation, leachate effects, and permitted confined space entry.

E. **Safety**: Responsibility for site safety, housekeeping, and loading/unloading materials.

2.4 DETAILS EXAMPLES OF WORK

The scope includes, but is not limited to, the following tasks:

A. **Hopper Repair/Replacement**: Cutting/removing damaged metal, fabricating new pieces, and welding them securely while protecting the concrete. A **hot permit** (OSHA 1910.252) is required.

B. **Leachate System Maintenance**: Clearing debris from drains and lines using jetting or vacuuming. Leachate may be disposed of onsite at no cost.

C. **Tipping Floor Repair**: Saw cutting and repairing worn sections using approved fill materials and fast-curing epoxies.

D. **Lighting Upgrades**: Replacing existing halogen lights and ballasts with LED systems.

E. **Facility Maintenance**: Pressure washing buildings/roadways, line restriping, and painting iron gates or concrete.

2.5 PROJECT ADMINISTRATION & PERFORMANCE

A. General Expectations

- The Contractor is responsible for a project through completion and final County acceptance.
- The Contractor is responsible for ensuring Seminole County representatives have been trained in the use of any new technologies or systems installed.
- The Contractor is responsible for any subcontractors used.
- The Contractor is responsible for site safety, housekeeping, and the loading/unloading of materials.
- All workmanship must be deemed free of defects.
- Materials and technical specifications must meet industry standards unless otherwise specified by the County.

B. Administrative Process

- **Quote Requirements**: A detailed quote (services, timeframe, parts list, and hourly breakdown) must be approved via Purchase Order before work begins.
- **Rate Basis**: These breakdowns must be based on the rates stated in the Agreement (or a better offer).
- **Timeframe**: The quote must also include the specific services to be completed and a timeframe for completion.
- **County Rights**: The County maintains the right to procure its own parts and materials, and the contractor will be notified of this before the quote is finalized.

C. Scheduling & Response

- **Start Time:** Work must begin within **7 days** of Purchase/Work Order receipt. Written approval is required for any extensions.
- **Standard Hours:** CTS is open Monday thru Saturday, 7:30 a.m. to 5:30 p.m. (closed on Christmas, New Year's, and Thanksgiving).

- **After-Hours:** Nights and weekends may be required to ensure facility function and avoid disrupting station flow. These scheduled hours are billed at **standard rates**, not emergency rates.
- **Emergency Response**: Contractors must respond to emergencies within 36 hours. Emergency rates apply to emergency callouts and weekends (Sat/Sun).

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Cornerstone Construction Services, Inc.

Line Item	Description	Hourly Unit Cost	Daily Unit Cost
1	Carpentry	$98.71	$789.68
2	Heavy Gage Steel Welding	$130.00	$1,040.00
3	Plumbing	$260.00	$2,080.00
4	Electric	$258.00	$2,064.00
5	Concrete and Masonry	$98.71	$789.68
6	Roadway Asphalt	$185.00	$1,480.00
7	Lechate Line Maintenance	$429.00	$3,432.00
8	Sheet Metal Repair	$130.00	$1,040.00
9	Composite Concrete Repair	$114.00	$912.00
10	Chain Link Fence Repair	$98.71	$789.68
11	Irrigation Repair	$98.71	$789.68

12	Emergency Call-Out Rate (per event)	$1,500.00
13	Parts and Materials Markup	9%

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5222-26/LTT Central Transfer Station Systems Operations & Maintenance

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

End of Exhibit

EXHIBIT E

Agreement Name: Central Transfer Station O&M Services

Agreement Number: IFB-5222-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5222-26/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20 day of May, 20 26.

Cornerstone Construction Services, Inc
Consultant Name

By: _____
Print/Type Name: Amadita Stone
Title: President

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence OR □ online notarization, this 20 day of May, 20 26, by Amadita Stone (Full Name of Affiant).

KIMBERLY NICHOLS
Commission # HH 622929
Expires February 15, 2029

_____
Print/Type Name: Kimberly Nichols
Notary Public in and for the County
and State Aforementioned
My commission expires: 2/15/2029

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Amadita Stone

Title: President

Signature: 

Date: 5/20/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-5222-26/LTT Central Transfer Station O&M Services

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Cornerstone Construction Services, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

5/20/2026
Date

Amadita Stone, President
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of May, 2026, by Amadita Stone, as President, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

KIMBERLY NICHOLS
Commission # HH 622929
Expires February 15, 2029

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: HH053950
My commission expires: 2/15/2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Cornerstone Construction Services, Inc.

Signature: _____

Printed Name: Amadita Stone

Title: President

Date: 5/20/2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of May, 20 26, by Amadita Stone.

(name of person making statement)

_____

Signature of Notary Public

Kimberly Nichols

Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0557

Title:

Award RFP-5021-25/LTT Utility Billing Software Replacement to SpryPoint Services Inc. and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Utilities

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

RFP-5021-25 will provide a comprehensive utility operations platform that modernizes service delivery, automates manual workflows, and integrates field operations. The platform will provide a customer self-service portal for processing service requests and payment extensions, while automating back-office processes for move-in/move-out tracking, collections, payment reconciliation, and master billing consolidation. Additionally, the system delivers real-time mobile field data synchronization, automated service order routing, and a comprehensive meter asset management solution. Implementation eliminates manual data extraction through built-in, flexible reporting mechanisms that support accurate, data-driven regulatory and business decisions.

The project was publicly advertised, and the County received fifteen (15) responses listed alphabetically below. Eight (8) of which were determined to be non-responsive.

- Abjayon, Inc
- Banyon Data Systems, Inc.
- Bynry, Inc.

- Edmunds GovTech, Inc.
- Enterprise Solutions Consulting, LLC dba ESC Partners
- Etech-360, Inc. dba 360S2G
- Hansen Banner, LLC
- N. Harris Computer Corporation (Cayenta)
- N. Harris Computer Corporation dba Advanced Utility Systems
- N. Harris Computer Corporation (NorthStar Utilities Solutions)
- Oracle America, Inc.
- SpryPoint Services Inc.
- Systems & Software, Inc.
- TMG Utility Advisory Services, Inc.
- Tyler Technologies Inc

The Evaluation Committee consisting of Carrie Grein, Sr Financial Division Manager; Kellie Rupert, Customer Service & Billing Manager; and Carmen Flower, Senior Programmer evaluated the responses considering product demonstration, implementation, project assurance and resources, technical requirements and integration approach.

The Evaluation Committee recommends award for this project to SpryPoint Services Inc., the top-ranked firm.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and continues until the completion and final acceptance of all implementation services and full payment of all fees, or until terminated. The estimated initial cost for this project is $2,300,000.00, which includes comprehensive implementation services alongside the Year 1 subscription fees. Following the initial term, successive annual renewal and maintenance costs are anticipated to be approximately $350,000.00 per year. The budget for this item is located under account business unit #02608001.

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking and Scoring Summary, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award RFP-5021-25/LTT Utility Billing Software Replacement to SpryPoint Services Inc. and authorize the Purchasing and Contracts Division to execute the Agreement.

TABULATION OF PROPOSALS RECEIVED

RFP-5021-25/LTT Utility Billing Software Replacement Phase 2
Response Deadline: September 3, 2025 at 2:00 pm

Proposers	Location
Etech-360, Inc. dba 360S2G	San Francisco, CA
Abjayon, Inc [1]	Fremont, CA
Banyon Data Systems, Inc. [1]	Burnsville, MN
Bynry, Inc. [1]	Lewes, DE
Cayenta	Burnaby, BC
Edmunds GovTech, Inc.	Northfield, NJ
Enterprise Solutions Consulting, LLC dba ESC Partners	Webster, NY
Hansen Banner, LLC	Allentown, PA
N. Harris Computer Corporation dba Advanced Utility Systems [2]	Markham, Ontario
NorthStar Utilities Solutions [1,2]	Ottawa, Ontario
Oracle America, Inc. [2]	Redwood Shores, CA
SpryPoint Services Inc.	Charlottetown, PA
Systems & Software, Inc.	Winooski, VT
TMG Utility Advisory Services, Inc.	Coral Gables, FL
Tyler Technologies, Inc	Plano, TX

[1] Non-responsive - Not registered in SunBiz to do business in the State of Florida.
[2] Proposal withdrawn or disqualified.

Evaluation Meeting: November 3, 2025 at 9:00 a.m. in Conf Room ES, Reflections, Lg at Reflections Plaza 500 W. Lake Mary Blvd, Sanford, FL 32773. (This meeting is open to the public for **observation only**.)

The County has shortlisted the top 3 ranked firms to present (listed alphabetically). Determination of the shortlisted firm(s) was made based on the total average ranking of each firm.

- N. Harris Computer Corporation (Cayenta Division)
- SpryPoint Services Inc.
- Systems & Software, Inc.

Presentations/Interviews Meeting: January 8-9, 12-13, and 15-16, 9:00 a.m. to 4:30 p.m. in Conf Room ES, Reflections, Lg at Reflections Plaza 500 W. Lake Mary Blvd, Sanford, FL 32773. (Please Note: Presentation Meetings are exempt from being public pursuant to Forida Statute 286.0113.)

Presentation Meeting Discussion: January 28, 2026 at 3:00 p.m. in Conf Room ES, Reflections, Lg at Reflections Plaza 500 W. Lake Mary Blvd, Sanford, FL 32773. (This meeting is open to the public for **observation only**.)

BOCC Meeting Date: TBD - Request to approve ranking and award the Agreement to SpryPoint Services Inc. the top-ranked firm. Determination of the awarded firm was made based on the total average ranking of each firm.

EVALUATION FINAL RANKING
RFP-5021-25/LTT Utility Billing Software Replacement Phase 2
Meeting Date/Time: November 3, 2025 at 9:00 Am

AGGREGATE SCORES SUMMARY

Vendor	Carmen Flower	Carrie Green	Kellie Rupert	Total Score (Max Score 100)	Total Average Rank
Etech-360, Inc. dba 360S2G	46	60	63	56.33	7.33
Edmunds GovTech, Inc.	55	74	64.3	64.43	3.83
Enterprise Solutions Consulting, LLC dba ESC Partners	51	65	60.4	58.8	7
Hansen Technologies North America Hansen Banner, LLC	68	73	58.1	66.37	5
N. Harris Computer Corporation (Cayenta Division)	55	78.5	71.2	68.23	**2.17**
SpryPoint Services Inc.	74	78	70.5	74.17	**2**
Systems & Software, Inc.	67	73.5	71	70.5	**3**
TMG Utility Advisory Services, Inc.	43	72	62.1	59.03	7
Tyler Technologies, Inc	49	67	49.5	55.17	7.67

We approve the above stated ranking and agree to shortlist the top three (3) ranked firms, N. Harris Computer Corporation (Cayenta Division), SpryPoint Services Inc., and Systems & Software, Inc. for presentations and interviews.

Carrie Green

Kellie A Rupert
Kellie Rupert

Carmen Flower
Carmen Flower

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

PRESENTATIONS/INTERVIEWS FINAL RANKING
RFP-5021-25/LTT Utility Billing Software Replacement Phase 2
Meeting Date/Time: January 28, 2026 at 3:00 PM

AGGREGATE SCORES SUMMARY

Vendor	Carmen Flower	Carrie Green	Kellie Rupert	Total Score (Max Score 100)	Total Average Rank
N. Harris Computer Corporation (Cayenta Division)	67	94	89.66	83.55	3
SpryPoint Services Inc.	97	98	98.75	97.92	**1**
Systems & Software, Inc.	83	95	94.46	90.82	2

We approve the above stated ranking for award to SpryPoint Services Inc.

Carrie Grein

Kellie Rupert

Carmen Flower

Carmen Flower

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

FINAL RANKING SUMMARY

RFP No. RFP-605021-25/LTT

Utility Billing Software Replacement Phase 2

RESPONSE DEADLINE: September 3, 2025 at 2:00 pm

Report Generated: Monday, June 29, 2026

EVALUATORS

Name	Title
Carmen Flower	Senior Programmer
Carrie Grein	Senior Financial Division Manager
Kellie Rupert	Billing and Customer Service Manager

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Product Demonstration	Points Based	50 *(50% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Implementation Project Assurance and Resources	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Technical Requirements and Integration Approach	Points Based	25 *(25% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Carmen Flower	Carrie Grein	Kellie Rupert	Total Score (Max Score 100)	Total Average Rank
SpryPoint Services Inc.	97 (1)	98 (1)	98.8 (1)	**97.92**	**1**
Systems & Software	83 (2)	95 (2)	94.5 (2)	**90.82**	**2**
Cayenta	67 (3)	94 (3)	89.7 (3)	**83.55**	**3**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Product Demonstration Points Based 50 Points (50%)	Implementation Project Assurance and Resources Points Based 25 Points (25%)	Technical Requirements and Integration Approach Points Based 25 Points (25%)	Total Score (Max Score 100)
SpryPoint Services Inc.	48.6	24.3	25	**97.92**
Systems & Software	44.8	23.5	22.6	**90.82**
Cayenta	38.4	21.5	23.7	**83.55**

INDIVIDUAL PROPOSAL SCORES

Cayenta

Product Demonstration | Points Based | 50 Points (50%)

Carmen Flower: 28

The Cayenta CIS application is very flexible, but it is also very complex. The application is very configurable via workflows. For Seminole County this will be a lot of work and more than we would need. The 'look and feel' is very similar to Naviline including the reports. Within Seminole County, support could be a problem. Training for any new employee can be very extensive and complicated. Application screens are busy and can be hard to follow. Demo of CaylaAI was impressive, but I am not sure it was included in the proposal. At times the demo was hard to follow.

Carrie Grein: 45

Workflow based with significant automation after configuration, strong audit and logging tools, use of Smart Reports as work flows.

Kellie Rupert: 42.16

The look and feel are a lot like our current software system. Very configurable but we are looking more for a system to tell us the best practices not for the system to modify to our practices.

Implementation Project Assurance and Resources | Points Based | 25 Points (25%)

Carmen Flower: 18

This application will require a lot of configuration. Data conversion is extensive. No direct knowledge of conversion from Naviline. We will need a 3rd party consultant to help with conversion. Cognos reporting will require an in-house expert. Testing tool 'spiraTest' appears useful.

Carrie Grein: 24

Focus on configuration over customization. Project team has significant experience with implementation, process control and data conversions.

Kellie Rupert: 22.5

The needs from SC staff will be greater with this implementation due to the amount of configuration based on business needs. This will be a strain on our limited resources.

Technical Requirements and Integration Approach | Points Based | 25 Points (25%)

Carmen Flower: 21

Cloud solution- single tenant is a benefit. Three environments are available. Updates are flexible and can be done automatically. Seminole County will have direct access to data (read only) via SQL. Normalized database, PowerBi is available. Security is solid and acceptable for Seminole County.

Carrie Grein: 25

Cayenta Connect which is custom toolkit built into integration that will create integrations.

Kellie Rupert: 25

Single tenant cloud - upgrade at our pace but recommended every 3-4 years.

SpryPoint Services Inc.

Product Demonstration | Points Based | 50 Points (50%)

Carmen Flower: 49

Production demonstration showed that the product is easy to use with minimal clicks to accomplish a task. Easy search for accounts, rates, services, etc (google style). Ease of navigation all customer information is on 1 screen which eliminates the need to jump from one screen to the next. Flexibility on account set up(customer/location). Parcel information, such as hauler information, is available on account screen. Real time interactions with customers (text, pictures, calls, emails) are logged to customer account is a great advantage. Self-service portal is flexible for online chat using AI. Reporting is user friendly, which limits the use of a technical resource. Rate management, financial management, service orders, meter reading, meets and exceeds all the requirements for the county.

Carrie Grein: 48

Superior customer communication tools, routinely updated, strong reporting tools, focus on continued enhancements, general ledger with easy research and analysis.

Kellie Rupert: 48.75

Loved the look and feel of this system. Very user friendly will be easily trainable which is needed in a field with high turnover. The two-way communication inside the app is a must and the framework for it was great. Would like the payment plan process to be more robust.

Implementation Project Assurance and Resources | Points Based | 25 Points (25%)

Carmen Flower: 23

Project implementation seems to be solid. They have done multiple conversions from the Naviline production is recent years. They have also indicated that they would be able to help with data extraction if needed. Solid implementation team with recent experience. They have a dedicated data conversion team. They are a company that is growing fast which is a pro and con. Multiple rounds of training and testing throughout the implementation.

Carrie Grein: 25

Templates and baseline data mapping already exists for legacy software. Recommendation for most training to be on-site. Integration of organizational change management into entire implementation.

Kellie Rupert: 25

They have implemented 11 municipalities off of our current system which gives me the assurance for data conversion. Proven API configurations.

Technical Requirements and Integration Approach | Points Based | 25 Points (25%)

Carmen Flower: 25

Integrations to most of our 3rd parties currently available. They do not do upgrades only updates; this is a big plus. Only 1 version of software. Updates are released monthly; release notes are available. Customer is able to select which update they want. This is an advantage the other vendors do not have.

Carrie Grein: 25

"MetaBase" tool for building queries and dashboards, provides easy access to all tables. Strong suite of modules, including SpryIDM and SpryBackflow.

Kellie Rupert: 25

Very secure, bi-weekly updates and no major upgrades is what I feel will work best in our scenario. We do not have the staff or resources to do the major upgrades. This will allow us to train super users to keep the bi-weekly updates going.

Systems & Software

Product Demonstration | Points Based | 50 Points (50%)

Carmen Flower: 40

Product demonstration shows that the application meets and exceeds most of the criteria needed for Seminole county. The look and feel of the application are a bit complex with small fonts. The screens are complex and busy and requires multiple clicks to accomplish a task. Many processes are configurable based in rules making the application flexible. Many workflows which are flexible but can be overwhelming and hard for users to. Overall, the application appears to be very robust but hard to navigate. Concerned that it will be too complex for some users.

Carrie Grein: 48

Financial focused with automations, strong focus on revenue collection, updates are customer driven.

Kellie Rupert: 46.33

Overall, a great system. Layout is a little busy and hard on the eyes. Great features, Need two-way communication with the residents inside the app.

Implementation Project Assurance and Resources | Points Based | 25 Points (25%)

Carmen Flower: 22

Resources are senior staff with many years of experience, although the implementation specialist appear to be consultants. Not clear if they have an implementation team. Only implement 2-3 project per year but these may not be new implementations. On a positive note, I believe that we will get one on one attention during the project implementation. Have only converted 2-3 Naviline customers compared to other vendors who have converted 10+ in the last 5 years. Seminole County will need to have a conversion specialist to work on conversion throughout the entire project. Concerned the amount of time need from a county resource for conversion. Detailed project schedule. Will work on the project using a hybrid approach. Testing scripts and tools are provided. Training plan and project management is comprehensive.

Carrie Grein: 24

Resources with utility experience. Implement 2-3 projects at a time, never over commit, bid on the right size and right fit only.

Kellie Rupert: 24.38

Liked the experience in the implementation team and I liked the restricted number of installs a year. Small concerns with the proven API's.

Technical Requirements and Integration Approach | Points Based | 25 Points (25%)

Carmen Flower: 21

Oracle database/cloud solution. Is able to integrate to most of those needed. Concern that they have no experience with Accela. S&S is an older company that has changed technology was it has grown. Power BI we would have direct access. There are 3 environments, single version, quarterly releases, upgrades are available. Data is complex and will not be easy to extract reports without the help of S&S. They have normalized the database 'Lakehouse reporting' but this is still a concern. PowerBI is available for reporting.

Carrie Grein: 23

EnQuesta Lakehouse Reporting, with recommendation for Power BI to connect for reporting.

Kellie Rupert: 23.75

System seemed very secure with Soc 1 & 2, Do not like the upgrade process which requires major upgrade projects to stay current.

TERM CONTRACT FOR UTILITY BILLING SOFTWARE REPLACEMENT PHASE 2 (RFP-5021-25 /LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **SPRYPOINT SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 45 Queen Street, Suite #401, Charlottetown, PE C1A 4A4 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide utility billing software replacement for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Statement of Work attached as Exhibit B and made a part of this Agreement. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues until the completion and final acceptance of all implementation services and full payment of all fees, or until terminated as provided herein. The Service subscription shall automatically renew for successive terms of one (1) year unless either party provides the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order.

Section 3. Authorization for Services. The Service subscription is established by the SaaS Subscription Order Form attached as Exhibit C. Authorization for Professional Services is established by the Statement of Work attached as Exhibit B. COUNTY may issue The Purchase Orders for internal procurement processing purposes; a sample Purchase Order is attached as Exhibit E. Purchase Orders are for administrative convenience only and shall not modify the terms of this Agreement, the SaaS Subscription Order Form, or any Statement of Work.

Section 4. Implementation and Performance. CONTRACTOR shall perform implementation and Professional Services in accordance with the milestones and timelines set forth in the Statement of Work attached as Exhibit B. The Service subscription shall be made available to COUNTY in accordance with the Master Subscription Agreement attached as Exhibit A.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the Service and Professional Services provided under this Agreement on a subscription and fee-for-service basis at the rates as outlined in Exhibit C (SaaS Subscription Order Form). Annual Subscription Fees shall be invoiced and payable in accordance with the SaaS Subscription Order Form. Fees for

Professional Services, including implementation, configuration, and data migration, shall be invoiced in accordance with the applicable Statement of Work. All fees exclude applicable taxes, and COUNTY shall be responsible for any taxes, duties, levies, or fees imposed by any governmental authority in connection with this Agreement, excluding taxes based on CONTRACTOR's net income.

Section 6. Payment and Billing.

(a) CONTRACTOR shall provide the Service and Professional Services as described in the SaaS Subscription Order Form and Statement of Work, respectively. In no event shall CONTRACTOR be paid more than the fees set forth in the applicable SaaS Subscription Order Form or Statement of Work, as may be adjusted in accordance with the terms of this Agreement.

(b) Annual Subscription Fees shall be invoiced in accordance with the SaaS Subscription Order Form attached as Exhibit C. Fees for Professional Services shall be invoiced in accordance with the milestones or schedule set forth in the applicable Statement of Work.

(c) COUNTY shall make payments to CONTRACTOR within forty-five (45) days of the invoice date. Each invoice shall be properly dated and shall include a description of the fees charged, the applicable Contract Number, and any other information reasonably required by COUNTY. Late payments shall accrue interest at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations
500 W. Lake Mary Blvd
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is contingent upon the COUNTY's receipt of sufficient appropriations. If COUNTY's funding authority does not appropriate sufficient funds for the continued performance of this Agreement, COUNTY may terminate this Agreement upon sixty (60) days' prior written notice to CONTRACTOR, provided that COUNTY has exhausted all available legal means to obtain such funding. In the event of such termination, COUNTY shall pay all fees accrued through the effective date of termination. COUNTY shall not use a non-appropriation termination to circumvent its obligations under this Agreement if funds are available or could reasonably be obtained. This provision does not create a right of termination for convenience.

Section 7. General Terms of Payment and Billing.

(a) All payment obligations under this Agreement are non-cancelable and all payments made are non-refundable, except as expressly provided in this Agreement or the Master Subscription Agreement attached as Exhibit A. Upon termination of this Agreement, CONTRACTOR may invoice COUNTY for any fees accrued or due and payable through the effective date of termination.

(b) COUNTY may perform or have performed an audit of the invoiced amounts and usage metrics of CONTRACTOR related to this Agreement at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may

be performed at a time mutually agreeable to CONTRACTOR and COUNTY, and COUNTY shall provide at least thirty (30) days' prior written notice of any such audit. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all invoices, usage metric records, and other documentation pertaining to fees charged and services delivered under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available upon reasonable request during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. Neither party's review of, approval and acceptance of, or payment for the materials or services required under this Agreement shall operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

Section 9. Termination.

(a) Either party may, by written notice to the other party, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, in the event of a material breach by the other party if such breach remains uncured thirty (30) days after written notice

specifying the breach in reasonable detail. COUNTY may also terminate this Agreement for COUNTY's convenience upon written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all Client Data in a commercially standard, machine-readable format, along with any drawings, specifications, reports, and other materials accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. Upon COUNTY's written request, CONTRACTOR shall provide reasonable transition assistance for a period of up to ninety (90) days following termination, at CONTRACTOR's then-current professional services rates.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) DELETED

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature, subject to the limitations of liability set forth in Section 30A of this Agreement. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR’s failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event,

adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement, subject to the limitations of liability set forth in Section 30A of this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. In the event of a conflict between this Agreement and the Master Subscription Agreement attached as Exhibit A, the terms of the Master Subscription Agreement shall prevail with respect to software subscription, licensing, intellectual property, data privacy and security, service levels, and other technology-specific provisions. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered by either party without prior written consent of the other party , which consent shall not be unreasonably withheld, except that either party may assign this Agreement in its entirety without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by all terms of this Agreement and all past-due fees are paid in full. Any permitted assignment shall be by a document of equal dignity with this Agreement.

Section 15. Subcontractors. Contractor shall notify COUNTY prior to engaging any new subcontractor to perform services under this Agreement and will remain fully responsible to

COUNTY for the acts and omissions services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the acts and omissions of any subcontractors under this Agreement. CONTRACTOR shall ensure that each subcontractor has entered into a written agreement that is no less protective of COUNTY than this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages alleging that COUNTY's authorized use of the services or products provided under this Agreement infringes any third party's intellectual property rights, subject to the following conditions: (A) COUNTY promptly gives written notice of the claim to CONTRACTOR; (B) COUNTY gives CONTRACTOR sole control of the defense and settlement of the claim; and (C) COUNTY provides CONTRACTOR all reasonable assistance at CONTRACTOR's cost. CONTRACTOR's obligations under this Section do not apply to the extent that a claim arises out of: (i) COUNTY's breach of this Agreement; (ii) modifications to the service or product made without CONTRACTOR's written consent; (iii) COUNTY's failure to incorporate updates provided by CONTRACTOR; (iv) unauthorized use of the service or product; or (v) use of the service or product in a manner inconsistent with CONTRACTOR's documentation or this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department.

CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate**

must have the Agreement number for this Agreement clearly marked on its face, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the

insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain,

and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(2) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall designate one or more representatives who are authorized to act on behalf of CONTRACTOR regarding matters involving the conduct of the performance pursuant to this Agreement, and shall advise COUNTY in writing of such designation. Support shall be provided in accordance with the service levels set forth in the Master Subscription Agreement attached as Exhibit A.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410,**

PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, subject to the cure provisions set forth in Section 9(a) of this Agreement.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR, except to the extent that such claim arises out of: (A) COUNTY's breach of this Agreement; (B) modifications to the service or product made without CONTRACTOR's written consent; (C) COUNTY's failure to incorporate updates provided by CONTRACTOR; (D) unauthorized use of the service or product; or (E) use of the service or product in a manner inconsistent with CONTRACTOR's documentation or this Agreement. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written

notification to CONTRACTOR, give CONTRACTOR sole control of the defense and settlement of the claim, and provide all reasonable assistance at CONTRACTOR's cost. If such a claim is made, CONTRACTOR shall use its best efforts to promptly obtain for COUNTY the right to continue use of the service or product, or replace or modify the service or product so that it is no longer infringing, or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, either party may terminate use of the affected service or product and CONTRACTOR's sole liability shall be to refund any prepaid fees for the service that were to be provided after the effective date of termination.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight courier, or by email with confirmation of receipt (provided a copy is also sent by mail or courier within two (2) business days), addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations
500 W. Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

SpryPoint Services, Inc.
45 Queen Street, Suite 401
Charlottetown, PE C1A 4A4 CA

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 30A. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY COUNTY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIABILITY CAP SHALL NOT APPLY TO: (A) CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 28; (B) GROSS NEGLIGENCE; (C) WILLFUL MISCONDUCT; OR (D) FRAUD. IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EXCEPT WITH RESPECT TO THE CARVE-OUTS SET FORTH ABOVE.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit G. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this

Agreement as Exhibit H. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:	SPRYPOINT SERVICES, INC.
	By: _____
_____ Witness	Nick Stone Print Name
_____ Print Name	CFO Title
_____ Witness	_____ Date
_____ Print Name	

The remainder of this page has been left intentionally blank.

SEMINOLE COUNTY, FLORIDA

By:_____
Gladys Marrozos, Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

05/16/2025
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Attachments:

Exhibit A - Master Subscription Agreement (including Service Level Attachment)
Exhibit B - Implementation Statement of Work
Exhibit C - SaaS Subscription Order Form
Exhibit D - Insurance Requirements
Exhibit E - Sample Purchase Order
Exhibit F - E-Verify Affidavit
Exhibit G - Foreign Country of Concern Attestation
Exhibit H - Anti-Human Trafficking Affidavit
Exhibit I - Americans with Disabilities Act Affidavit
Exhibit J - Scope of Services (RFP)

SmartSolutions for Smart Utilities

Exhibit A Master Subscription Agreement

This Master Subscription Agreement is by and between SpryPoint Services, Inc. (“SpryPoint”), a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4, and Seminole County, Florida (“Client”) with offices at 1101 E. 1st Street, Sanford, FL 32771 (each a “Party” or collectively, “Parties”). This Agreement shall come into effect on the date last signed by the Parties (the "Effective Date").

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service. The Parties agree as follows:

The exhibits attached to this Agreement are an integral part of this Agreement and are incorporated by reference.

SpryPoint agrees to perform the services described below in accordance with this Agreement. In the event of a conflict among the documents comprising this Agreement, the following order of precedence shall apply:

1. Master Subscription Agreement
2. Exhibit B – SpryPoint SaaS Implementation Statement of Work
3. Exhibit C – Initial SpryPoint SaaS Subscription Order Form
4. Schedule 1 – Service Level Attachment

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“Agreement” means this Master Subscription Agreement, including any exhibits or attachments hereto or any other document explicitly incorporated herein, and any amendments or Order Forms executed by the Parties.

"AI Features" means any functionality of the Service that utilizes artificial intelligence, machine learning, natural language processing, large language models, or similar technologies to generate predictions, recommendations, classifications, content, analytics, or other outputs ("AI Outputs"), whether or not such functionality is identified as AI-powered within the Service. AI Features include any models, algorithms, and trained parameters developed or deployed by SpryPoint in connection with the Service.

“Confidential Information” refers to the following types of material or content one Party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be understood by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is lawfully in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to the Discloser’s Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s or any other person’s or entity’s improper or illegal action or inaction; or (iv) is obtained by the Recipient from a third party who had the legal right to disclose such information.

“Client Data” means information that is comprised of data obtained from, used in, stored or generated by the Client as the result of the use of the Service.

“Client Input” means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees, or any other person or entity acting at the Client’s direction, relating to the operation or functionality of the Service.

"Deliverable" means any work product, configuration, customization, integration, report, template, or other material created or developed by SpryPoint in connection with this Agreement or any Statement of Work. The use of the term "Deliverable" is for convenience only and does not convey any ownership interest to Client, create a work-for-hire relationship, or otherwise transfer any Intellectual Property Rights from SpryPoint to Client.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents, or programs.

"Messaging Service" means the messaging capabilities provided with the Service.

"Order Form" means any executed document delineating the Client's Service(s) and applicable fees.

"Service(s)" means the SpryPoint SaaS Subscription(s) as identified in a SaaS Subscription Order Form and further described in a Statement of Work and SpryPoint Documentation.

"Professional Services" means implementation, configuration, integration, data migration, training, consulting, and other professional or technical services provided by SpryPoint to Client as described in a Statement of Work or Order Form, but excludes the SaaS Subscription and any ongoing support or maintenance provided under the Service Level Attachment.

"SpryPoint Documentation" means the Service's standard user manuals and any other accompanying documents related to the Service delivered to the Client

"SaaS Subscription" means a limited, non-exclusive, non-transferable term license granting Client the right to access and use the Service(s) during the Term, as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement.

"Subscription Fee or Annual Subscription Fee" means the fee payable annually by the Client for the right to access and use the Service(s) as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement and its exhibits.

"Term" means the period during which the Client is authorized to use the Service and SpryPoint Documentation, starting from the Effective Date and continuing until the Agreement is terminated in accordance with its terms.

"Updates" means all changes to the Service and SpryPoint Documentation as developed by SpryPoint and made available to the Client.

1. **Provision of Service**
   a. **SpryPoint Obligations.** SpryPoint shall make the Service available to Client in accordance with this Agreement. SpryPoint shall comply with all laws, regulations, and industry standards applicable to SpryPoint's provision of the Service, including applicable data protection, privacy, and information security laws.
   b. **Client Obligations.** Client shall use the Service in compliance with this Agreement and in accordance with the SpryPoint Documentation.
      i. **Client Data**. Client shall be solely responsible for the accuracy, quality, and legality of all Client Data.

ii. **Security.** Client shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and shall notify SpryPoint promptly of any such unauthorized access or use. Client shall be responsible for any unauthorized access.

iii. **Prohibited Uses.** Client shall not use the Service in violation of applicable laws, or send or store Malicious Code through the Service or its related systems or networks.

iv. **AI Features.** With respect to AI Features, Client shall:

(1) maintain appropriate human oversight and review of AI Outputs before making decisions or taking actions based on them, particularly where such decisions may have legal, financial, or material operational consequences;

(2) not represent AI Outputs as human-generated professional advice or analysis;

(3) comply with all applicable laws and regulations governing the use of artificial intelligence and automated decision-making, including any disclosure, transparency, or impact assessment requirements applicable to Client's industry or jurisdiction; and

(4) promptly notify SpryPoint of any AI Output that Client reasonably believes to be materially inaccurate, harmful, or in violation of applicable law.

v. **Support Contacts.** Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts shall be trained on the SpryPoint Service for which they initiate support requests.

vi. **Liability for Users.** Client shall be liable for the acts and omissions of all persons or other legal entities that access the Service, whether such access is authorized or unauthorized.

vii. **Client Cooperation and Dependencies**. Client acknowledges that SpryPoint's ability to perform its obligations under this Agreement depends upon Client's timely and effective cooperation. Client shall: (A) provide SpryPoint with timely access to Client personnel, systems, data, and facilities reasonably required for SpryPoint to perform the Service; (B) designate a project manager with authority to make binding decisions on Client's behalf; (C) respond to reasonable requests for information, approvals, or decisions within five (5) business days; and (D) perform all tasks identified as Client responsibilities in any Statement of Work. Any delay by Client in performing its obligations shall extend SpryPoint's performance deadlines on a day-for-day basis, and SpryPoint shall not be liable for any failure or delay in performance to the extent caused by Client's failure to fulfill its cooperation obligations.

viii. **Affiliates.** Client may permit its Affiliates to access the Service, provided that: (A) each Affiliate executes an Order Form and agrees to be bound by the terms of this Agreement; (B) Client remains jointly and severally liable for each Affiliate's compliance with this Agreement; and (C) Client's access to the Service may not be shared with or transferred to any Affiliate except pursuant to a separate Order Form. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Client.

c. **Acceptable Use.** Client agrees that SpryPoint does not police the content of Client Data or communications of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and this Agreement. Client is solely responsible for (a) assuring that the disclosure and use of Client Data, content, or information provided to SpryPoint does not violate any applicable law or infringe upon the Intellectual Property Rights of any third party and (b) using any reports and other materials prepared by Client through the Service in a manner that will not violate any applicable law or infringe upon the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data into the Service which (i) is libelous, defamatory, obscene,

pornographic, abusive, harassing or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iii) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Service, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms of this Agreement.

2. **Fees**
   a. **Invoices and Payment.** All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net forty-five (45) days from the invoice date. Late payments shall accrue interest at the rate of 1% per month. All payment obligations are non-cancelable, and all payments made are non-refundable. SpryPoint, without limiting its other rights and remedies, may suspend the Service until such amounts are paid in full. Fees exclude applicable taxes. Client shall be solely responsible if any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) on Client under this Agreement.
   b. **Usage Metric Verification Process.** Client has access to self-service usage metrics on demand within the Service. Client system administrators can add or remove accounts and users as needed. It is Client's sole responsibility to archive or remove users and accounts if they are no longer being used.

      SpryPoint may verify relevant usage metrics through a quarterly audit, the results of which SpryPoint will share with Client. Any use exceeding the contracted usage metrics identified through a quarterly audit will be subject to additional fees based on the then -applicable fee per usage metric. Fees accrue in the calendar month the excess use began and will be invoiced concurrently with the then-current annual subscription Term.

      Notwithstanding any quarterly audit referenced above, prior to the issuance of an Annual Subscription Fee invoice, SpryPoint will conduct an audit of the relevant usage metric(s) and adjust such Annual Subscription Fee(s) to reflect the usage metric(s) established by such audit.

   c. **Messaging Service.** The SpryPoint platform includes messaging services that Client may enable for customer alerts and notifications. SpryPoint's Messaging Service includes:
      - Inbound and outbound SMS text messaging
      - Outbound voice messaging
      - Inbound and outbound email messaging

      SpryPoint will invoice ongoing usage costs quarterly based on actual usage pursuant to the applicable SaaS Subscription Order Form.
   d. **Service Modification.** Any change to the Service, including the addition of a new SpryPoint SaaS Subscription or a change to Client's usage metric quantity, constitutes a "Service Modification" and shall be documented in an Order Form.

3. **Proprietary Rights**
   a. **SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, SpryPoint Documentation, Deliverables, and other SpryPoint Intellectual Property Rights, including any related methodologies, techniques, processes, and instructions developed by SpryPoint and used in the course of delivering the Service under this Agreement. Nothing created, developed, or provided by SpryPoint under this Agreement shall be deemed a "work made for hire"

under applicable copyright law, and no Intellectual Property Rights are assigned or transferred to Client. Client's right to use any Deliverable or SpryPoint Documentation is subject to and governed by the SaaS Subscription term license and terminates upon expiration or termination of this Agreement. No rights are granted to Client under this Agreement other than as expressly stated in this Agreement.

b. **Client Restrictions.** Client shall not (and shall not allow or cause any third party to) (a) reverse engineer, modify, decompile, or copy the Service or SpryPoint Documentation, or create any derivative works based on the Service or SpryPoint Documentation; (b) copy any features, functions, interfaces, integrations, or graphics of the Service or SpryPoint Documentation; or (c) access the Service or SpryPoint Documentation in order to build any commercially available product or service.

c. **Client License.** The Service is provided on a subscription basis and does not constitute a sale of software or any intellectual property. SpryPoint grants to Client a non-exclusive, non-transferable, limited license to use the Service and SpryPoint Documentation during the Term in accordance with this Agreement.

d. **License to Host Client Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit, and display Client Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title, or interest from Client under this Agreement in or to Client Data.

e. **License to Use Client Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other Client Input relating to the Service. SpryPoint has no obligation to incorporate Client Input into the Service.

f. **Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name. No AI Feature shall be deemed a derivative work of Client Data.

4. **Confidentiality**

a. **Confidentiality.** A Party shall not disclose or use any Confidential Information of the other Party except (a) as reasonably necessary to perform its obligations or exercise its rights under this Agreement, (b) with the other Party's prior written permission, or (c) as required by applicable law or by proper legal or governmental authority. If a Party is required to disclose Confidential Information of the other Party pursuant to applicable law or by proper legal authority, the disclosing Party shall give the other Party notice of any such legal or governmental demand and reasonably cooperate with the other Party, at that Party's expense, in any effort to seek a protective order or otherwise contest such required disclosure.

b. **Nondisclosure.** A Party receiving Confidential Information ("Recipient") from the other Party ("Discloser") (a) shall not use or disclose Confidential Information for any purpose other than to perform under this Agreement; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access to perform under this Agreement and executes a

nondisclosure agreement with the Recipient; and (c) shall not disclose Confidential Information to any third party without the Discloser's prior written consent.

c. **Protection.** Each Party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event less than a commercially reasonable standard of care.

d. **Injunctive Relief.** The Parties agree that a breach of this Section would cause irreparable injury, for which monetary damages would be inadequate**.** If a Recipient discloses or uses any Confidential Information of the Discloser in breach of this Section, the Discloser, in addition to any other remedies available, shall have the right to seek injunctive relief.

e. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant any license or other rights to it. The Discloser shall retain all right, title, and interest in and to all of its Confidential Information.

5. Data Privacy and Security

a. **SpryPoint Use of Data.**

i. **Permitted Use.** Client hereby grants SpryPoint, during the Term, a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service, which includes processing Client Data through AI Features to generate AI Outputs for Client's benefit.

ii. **Legal Disclosure.** SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client’s expense.

iii. **AI Training Restrictions.** SpryPoint shall not use identifiable Client Data to train or improve general-purpose AI models that are made available to other clients, except to the extent such data has been aggregated and anonymized in accordance with Section 3(f) (Statistical Information).

b. **Data Security.** Each Party shall establish and maintain commercially reasonable data privacy and information security policies, including physical, technical, administrative, and organizational safeguards in relation to the Service.

c. **Unauthorized Disclosure.** If either Party believes there has been a security breach, such Party must notify the other Party within the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Such notice shall include, to the extent then known: (i) the nature and scope of the breach; (ii) the categories and approximate volume of data affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to mitigate the breach. The notifying Party shall provide updated information as it becomes available. Each Party will provide commercially reasonable assistance to the other Party in mitigating such breach.

6. Subprocessors

Client authorizes SpryPoint to engage subprocessors to carry out data processing activities in connection with the Service. SpryPoint shall ensure that each subprocessor has entered into a written agreement that is no less protective than this Agreement including its exhibits. SpryPoint shall be liable for the acts and omissions of any subprocessors as if SpryPoint performed them directly. However, SpryPoint's aggregate liability for the acts or omissions of its subprocessors shall be subject to the limitations of liability set forth in Section 9 of this Agreement.

SMART SOLUTIONS FOR SMART UTILITIES

7. **Warranties and Disclaimers**
   a. **From SpryPoint.**
      i. **Function:** SpryPoint represents and warrants that, during the Term of this Agreement, the Service will perform materially in accordance with the SpryPoint Documentation.
      ii. **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
      iii. **Malicious Code:** SpryPoint represents and warrants that to SpryPoint's knowledge the Service does not contain any Malicious Code.
   b. **From Both Parties.**
      i. **Authority.** Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement.
      ii. **Anti-Corruption.** Each Party represents and warrants that it has not, and shall not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government official, political party, or candidate for political office for the purpose of influencing any act or decision in connection with this Agreement, in violation of the U.S. Foreign Corrupt Practices Act, the Corruption of Foreign Public Officials Act (Canada), or any other applicable anti-corruption law.
   c. **Warranty Remedies.** In the event of a breach of the warranty as set forth in Section 7(a), or upon either Party's discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts for a period of thirty (30) days, Client's exclusive remedy shall be a refund of the subscription fees actually paid by Client for the twelve (12) month period immediately preceding notice to SpryPoint of such breach or discovery.
   d. **Warranty Disclaimer.**
      i. **GENERAL DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 7(a) and 7(b) ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED SPRYPOINT DOCUMENTATION.
      ii. **PERFORMANCE DISCLAIMER.** SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT INTERRUPTION.
      iii. **AI DISCLAIMER.** WITHOUT LIMITING THE FOREGOING, SPRYPOINT MAKES NO WARRANTY THAT ANY AI FEATURES OR AI OUTPUTS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE FROM BIAS. AI OUTPUTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE PROFESSIONAL, LEGAL, FINANCIAL, OR REGULATORY ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR EVALUATING THE SUITABILITY, ACCURACY, AND LEGAL COMPLIANCE OF ANY AI OUTPUT BEFORE RELYING UPON OR ACTING UPON IT. SPRYPOINT DOES NOT WARRANT THAT AI FEATURES WILL PRODUCE CONSISTENT RESULTS ACROSS DIFFERENT DATA SETS OR OVER TIME.

iv. **EXCLUSIVE WARRANTIES.** THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

8. **Indemnification**
   a. **SpryPoint Indemnification.**
      i. **Grant.** SpryPoint shall protect, defend, hold harmless and indemnify Client against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights.
      ii. **Conditions.** SpryPoint's obligations under this Section 8(a) are subject to Client: (A) promptly giving written notice of the claim to SpryPoint; (B) giving SpryPoint sole control of the defense and settlement of the claim; and (C) providing to SpryPoint, at SpryPoint's cost, all reasonable assistance.
      iii. **Carve-Outs.** SpryPoint's obligations under this Section 8(a) do not apply to the extent that an Indemnified Claim arises out of: (A) Client's breach of this Agreement; (B) revisions to the Service made without SpryPoint's written consent; (C) Client's failure to incorporate Updates; (D) modification of the Service by any person or entity not authorized by SpryPoint; (E) unauthorized use of the Service; (F) use of the Service in a manner inconsistent with the SpryPoint Documentation or this Agreement; or (G) liability ultimately adjudicated to have arisen through the negligence or intentional misconduct of Client.
      iv. **AI Exclusion.** SpryPoint's indemnification obligations under this Section 8(a) do not extend to claims arising from or relating to: (A) AI Outputs generated by AI Features, including any claim that an AI Output infringes, misappropriates, or otherwise violates any third party's Intellectual Property Rights; or (B) Client's use, publication, distribution, or reliance upon any AI Output.
      v. **Remedies.** If Client is enjoined from using the Service, or SpryPoint reasonably believes it will be enjoined, SpryPoint may, at its sole option: (A) obtain for Client the right to continue use of the Service; or (B) replace or modify the Service so that it is no longer infringing. If neither option is reasonably available to SpryPoint, either Party may terminate use of the Service and SpryPoint's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.
   b. **Client Indemnification.**
      i. **Grant.** Client shall protect, defend, hold harmless and indemnify SpryPoint and its officers, directors, employees, agents, and representatives against any loss, damage or costs in connection with Indemnified Claims made or brought against SpryPoint arising out of or relating to: (A) Client Data, including any claim that Client Data infringes or misappropriates any third party's Intellectual Property Rights or violates any applicable law; (B) Client's breach of Section 1(b) (Client Obligations) or Section 1(c) (Acceptable Use) of this Agreement; (C) Client's use of the Service in violation of applicable law; or (D) Client's negligence or willful misconduct in connection with the Service.
      ii. **Conditions.** Client's obligations under this Section 8(b) are subject to SpryPoint: (A) promptly giving written notice of the claim to Client; (B) giving Client sole control of the defense and settlement of the claim ; and (C) providing to Client , at Client's cost, all reasonable assistance. Client shall not settle any claim that imposes any obligation on SpryPoint or admits fault on behalf of SpryPoint without SpryPoint's prior written consent.

iii. **Carve-Outs.** Client's obligations under this Section 8(b) do not apply to the extent that an Indemnified Claim arises out of: (A) SpryPoint's breach of this Agreement; (B) SpryPoint's negligence or willful misconduct; or (C) a defect in the Service for which SpryPoint is obligated to indemnify Client under Section 8(a).

9. Limitation of Liability

a. Liability Cap.

i. **CAP.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPRYPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

ii. **CARVE-OUTS.** THE LIABILITY CAP IN SECTION 9(a)(i) SHALL NOT APPLY TO: (A) SPRYPOINT'S INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(a); (B) RECKLESS MISCONDUCT; (C) GROSS NEGLIGENCE; (D) WILLFUL MISCONDUCT; OR (E) FRAUD.

iii. **SCOPE.** THE LIABILITY LIMITS IN THIS SECTION 9(a) APPLY TO SPRYPOINT AND ITS AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND OTHER REPRESENTATIVES.

b. Exclusion of Damages.

i. **EXCLUDED DAMAGE TYPES.** IN NO EVENT SHALL SPRYPOINT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE.

ii. **EXCLUDED ECONOMIC LOSSES.** WITHOUT LIMITING SECTION 9(b)(i), SPRYPOINT SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

iii. **EXCLUDED SERVICE ISSUES.** WITHOUT LIMITING SECTIONS 9(b)(i) AND 9(b)(ii), SPRYPOINT SHALL NOT BE LIABLE FOR THE USE OR INABILITY TO USE THE SERVICE, OR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION.

iv. **APPLICABILITY OF CARVE-OUTS.** THE CARVE-OUTS SET FORTH IN SECTION 9(a)(ii) APPLY TO THIS SECTION 9(b).

10. Term and Termination

a. Term of Agreement. This Agreement shall be valid as of the Effective Date and remain in effect until terminated under this Agreement.

b. Renewal. The Service shall automatically renew for successive terms of one year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the current term or the Service has been otherwise terminated in accordance with this Agreement.

c. Annual Escalation. The SpryPoint SaaS Fee Per Usage Metric for the Service, as identified in Exhibit C - Initial SaaS Subscription Order Form, shall be subject to adjustment on each annual anniversary of the Effective Date by the greater of: (i) the percentage change in the Consumer Price Index (CPI), U.S. City Average, as published by the U.S. Bureau of Labor Statistics,

measured over the twelve (12) month period ending three (3) months prior to such anniversary date; or (ii) five percent (5%). If the CPI change is zero or negative, the adjustment shall be five percent (5%).

d. **Termination for Default.** Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other Party if such breach remains uncured at the expiration of such notice period.

e. **Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and using the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination. Upon Client's written request made prior to the effective date of termination, SpryPoint shall provide reasonable transition assistance for a period of up to ninety (90) days following termination, including data migration support, knowledge transfer, and parallel operation of the Service, at SpryPoint's then-current Professional Services rates.

f. **Access to Client Data.** If Client makes a written request prior to expiration or termination, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data in a commercially standard, machine-readable format (such as CSV, JSON, or XML) at no additional charge for a period of up to sixty (60) days. After sixty (60) days, SpryPoint will have no obligation to maintain or provide any Client Data and shall delete all Client Data, unless legally prohibited from doing so, and will have no further obligation to make it available to Client.

11. **Suspension Rights.** SpryPoint may, without liability, immediately suspend Client's access to all or any portion of the Service if: (i) SpryPoint reasonably believes Client's use of the Service poses a security risk to the Service or any third party, may adversely impact the Service or the systems or content of any other SpryPoint client, or may subject SpryPoint or any third party to liability; (ii) Client is in breach of Section 1(c) (Acceptable Use) or Section 3(b) (Client Restrictions); (iii) Client fails to pay any undisputed amount due under this Agreement within fifteen (15) days after receiving written notice of such non-payment; or (iv) Client becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation. SpryPoint shall use reasonable efforts to provide advance notice of any suspension, except where immediate suspension is necessary to prevent harm. SpryPoint shall restore access promptly after the condition giving rise to the suspension has been resolved. Client remains obligated to pay all fees during any suspension resulting from Client's acts or omissions.

12. **Messaging**

a. **Messaging Service Terms.** If Client elects to use SpryPoint’s Messaging Service, these terms will apply. For avoidance of doubt, these terms apply to all SpryPoint SaaS Subscriptions within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications to Client’s customers and potential customers (the "Communications").

b. **Responsibility and Risk.**

i. **Responsibility.** Client shall be solely responsible for the form, content, timing, and recipients of any Communications made or sent by or on behalf of Client using the Service.

ii. **Indemnification.** To the extent permitted by applicable law, Client shall indemnify and hold harmless SpryPoint and its officers, directors, employees, contractors, and representatives from and against all claims, damages, losses, and expenses (including statutory damages,

penalties, and attorney's fees) arising from or relating to: (A) the form, content, timing, or recipient of any Communication made or sent on behalf of Client using the Service; (B) Client's use of the Messaging Service; or (C) any breach by Client of this Agreement, including these Messaging Service terms.

iii. **No SpryPoint Liability.** SpryPoint shall have no responsibility or liability with respect to Communications initiated or authorized by Client.

iv. **Assumption of Risk.** Client assumes all risks associated with use of the Messaging Service.

c. **Telephone Consumer Protection Act ("TCPA").** Client understands and acknowledges that the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., together with other federal and state laws (collectively, the "Telephonic Communications Laws"): (a) restrict certain calls and text messages; and (b) impose requirements on entities making such calls and text messages, whether directly or through an agent, representative, or platform.

d. **Consents.** Client represents and warrants that:

i. **Obtaining Consent.** Prior to sending any Communication, Client obtains the prior express consent or prior express written consent ("User Consent"), as applicable, from each recipient to receive Communications from or on behalf of Client at the telephone number identified for that recipient.

ii. **Honoring Revocation.** No Communication will be sent to any recipient who has revoked User Consent (and not re-consented) at the time the Communication is sent.

iii. **Compliant Process.** Client's process for securing User Consent complies, and will continue to comply throughout the Term, with all applicable Telephonic Communications Laws.

iv. **Sole Responsibility.** Client shall remain solely responsible for assessing and determining whether its consent process complies with applicable Telephonic Communications Laws.

v. **Record Retention.** Client shall maintain and, upon reasonable request, and make available to SpryPoint

(1) records evidencing User Consent for each recipient and

(2) records evidencing Client's compliance with applicable Telephonic Communications Laws.

(3) Upon reasonable request and notice, Client shall cooperate with SpryPoint in good faith to prepare or execute declarations, or similar documents necessary to support SpryPoint's defense of any claims arising from or relating to any Communication.

e. **Compliance.** SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service. Accordingly, Client shall be exclusively responsible for compliance with all applicable Telephonic Communications Laws in connection with any Communications made or sent using the Service. Client represents and warrants that it maintains (and will continue to maintain throughout the Term) policies and procedures to comply with all applicable Telephonic Communications Laws.

13. Insurance

a. **Coverage.** SpryPoint will maintain insurance coverage as required in the Client's request for proposal or request for information, as identified during the applicable bid process, or as otherwise mutually agreed by the Parties in writing.

b. **Additional Insurance Related Provisions**

i. **Subcontractors**. SpryPoint agrees to ensure that subcontractors and any other party engaged by SpryPoint to perform the Services provide the same minimum insurance coverage required of SpryPoint, except with respect to limits. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.

ii. **Evidence of Coverage.** Prior to the commencement of any Services under this Agreement, SpryPoint shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage required under Section 13(a). Upon written request, SpryPoint shall provide Client certificates related to the insurance coverage described herein.

14. Government Client Provisions

a. **Applicability.** This Section 14 applies if Client is a governmental entity, political subdivision, municipal corporation, public utility district, or other public body ("Government Client"). To the extent any term of this Agreement conflicts with mandatory provisions of applicable law governing Government Clients (collectively, "Government Restrictions"), the provisions of this Section 14 shall modify such term, and the remainder of this Agreement shall continue in full force and effect.

b. **Indemnification.** The indemnification obligations of Government Client under Section 8(b) of this Agreement shall be limited to the extent required by applicable law. Where applicable law prohibits Government Client from indemnifying or holding harmless a third party, Government Client shall only be responsible for losses, damages, and expenses directly attributable to Government Client's own acts, omissions, negligence, or willful misconduct, to the maximum extent permitted by applicable law. Nothing in this Section 14(b) relieves Government Client of its obligation to pay all fees, charges, and other amounts due under this Agreement.

c. **Governing Law.** To the extent applicable law requires that contracts with Government Client be governed by the law of Government Client's state, this Agreement shall be governed by the law of Government Client's state with respect to Government Client's rights and obligations under this Agreement, notwithstanding Section 15(c) (Governing Law).

d. **Dispute Resolution and Jurisdiction.** Disputes with Government Client shall be resolved in a court of competent jurisdiction located in Government Client's state, notwithstanding any contrary provision in Section 15(n) (Dispute Resolution) or elsewhere in this Agreement. The escalation procedure set forth in Section 15(n) (Dispute Resolution) (a) through (c) shall apply to Government Client disputes to the extent not prohibited by applicable law.

e. **Confidentiality and Public Records.** Nothing in this Agreement shall be construed to prohibit or restrict Government Client from complying with applicable public records, open records, or freedom of information laws. To the extent Government Client is required by law to disclose information that would otherwise be deemed Confidential Information under Section 4, Government Client shall provide SpryPoint with reasonable prior notice (to the extent permitted by law) and shall cooperate with SpryPoint in seeking any available protective order or confidential treatment.

f. **Fiscal Funding and Non-Appropriation.**

i. **Termination Right.** If Government Client's funding authority does not appropriate sufficient funds for the continued performance of this Agreement in any fiscal period, Government Client may terminate this Agreement upon sixty (60) days' prior written notice to SpryPoint, provided that Government Client has exhausted all available legal means to obtain such funding.

ii. **Payment Obligation.** In the event of termination under this Section 14(f), Government Client shall pay all fees accrued through the effective date of termination, and SpryPoint shall have no further obligation to provide the Service.

iii. **Anti-Circumvention.** Government Client shall not use a non-appropriation termination to circumvent its obligations under this Agreement if funds are available or could reasonably be obtained.

iv. **No Convenience Right.** This Section 14(f) does not create a right of termination for convenience.

g. **Late Payment.** Notwithstanding Section 2(a) (Invoices and Payment), to the extent applicable law limits the rate of interest that may be charged to Government Client, the late payment interest rate shall be the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law for Government Client.

h. **Automatic Renewal.** To the extent applicable procurement law prohibits Government Client from entering into automatically renewing contracts, the automatic renewal provision in Section 10(b) shall not apply. In such event, this Agreement shall expire at the end of the then-current Term unless Government Client affirmatively executes a renewal in writing prior to expiration.

i. **Residual Obligations.** Notwithstanding any modifications set forth in this Section 14, Government Client remains subject to all obligations under this Agreement that are not prohibited by applicable Government Restrictions, including without limitation:
   - **i.** payment of all fees due under Section 2;
   - **ii.** compliance with acceptable use terms under Section 1(c);
   - **iii.** confidentiality obligations under Section 4;
   - **iv.** data privacy and security obligations under Section 5; and
   - **v.** obligations upon termination under Sections 10(e) and 10(f), in each case to the maximum extent permitted by applicable law.

15. Miscellaneous

a. **Independent Contractor.**
   - **i. Status.** SpryPoint and all persons employed or engaged by SpryPoint to furnish labor or materials under this Agreement are independent contractors and do not act as agents or employees of Client.
   - **ii. Management Rights.** SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement.
   - **iii. No Partnership.** This Agreement does not create, nor is it intended to create, a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
   - **iv. No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

b. **Piggyback.**
   - **i. Availability.** Any governmental entity may purchase the services specified herein in accordance with the terms and conditions of this Agreement.
   - **ii. Pricing.** Pricing for any such governmental entity shall be mutually agreed upon based on SpryPoint's then-current rates.
   - **iii. Separate Contracts.** Each governmental entity shall establish its own contract with SpryPoint, be invoiced separately, and make its own payments to SpryPoint in accordance with such contract.
   - **iv. No Client Liability.** Client is not a party to, and shall have no liability under, any contract between SpryPoint and any other governmental entity.

c. **Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of Florida.

d. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given:
   - **i.** upon the third business day after deposit in first class mail, postage prepaid;
   - **ii.** upon the first business day after deposit with a nationally recognized overnight courier; or
   - **iii.** Upon transmission if sent by email with confirmation of receipt, provided that a copy is also sent by mail or courier within two (2) business days.

Notices to the Parties shall be sent to:

SpryPoint Services, Inc.	Seminole County, Florida
45 Queen Street, Suite #401 Charlottetown, PE C1A 4A4 Attention: Chief Financial Officer finance@sprypoint.com	1101 E. 1st Street Sanford, FL 32771 Attention: [Contact Name / Title] [Contact Email] With a copy to: Seminole County Purchasing & Contracts Division 1301 E. Second Street Sanford, FL 32771

e. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Neither Party's review, provision, acceptance, nor payments for any of the Services provided under this Agreement shall be construed to operate as a waiver of any of such Party's rights under this Agreement or of any cause of action available to such Party arising out of the performance of this Agreement.

f. **Force Majeure.**
   i. **Non-liability.** SpryPoint shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by forces beyond its reasonable control.
   ii. **Force Majeure Events.** Such events include: strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer services (software or hardware);
   iii. **Mitigation:** SpryPoint shall use reasonable efforts consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances.

g. **Assignment.**
   i. **Consent Required.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
   ii. **M&A Exception.** Notwithstanding Section 15(g)(i), either Party may assign this Agreement in its entirety without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that: (A) the assignee agrees in writing to be bound by all terms of this Agreement; and (B) all past -due fees are paid in full.
   iii. **Competitor Restriction.** Client shall not assign this Agreement to a direct competitor of SpryPoint.
   iv. **Void Assignments.** Any assignment in violation of this Section 15(g) shall be void and of no effect.
   v. **Successors.** Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

h. **Severability.** To the extent permitted by law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. If a court of competent jurisdiction holds any provision invalid or unenforceable, such provision shall be interpreted to fulfill its intended

purpose to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect.

i. **Publicity.** SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements, or marketing materials without the prior written consent of Client. Notwithstanding the foregoing, SpryPoint is authorized to use Client's name and logo in lists of clients and on its website; such use shall be limited to identifying Client as a recipient of the Service and shall not constitute an advertisement or endorsement.

j. **Amendment.** This Agreement may only be amended in writing by authorized representatives of each Party.

k. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

l. **Survival.** The following provisions shall survive any expiration or termination of this Agreement:
   - **i.** Section 2(a) (Invoices and Payment), solely with respect to accrued payment obligations;
   - **ii.** Section 3 (Proprietary Rights);
   - **iii.** Section 4 (Confidentiality);
   - **iv.** Section 5 (Data Privacy and Security);
   - **v.** Section 8 (Indemnification);
   - **vi.** Section 9 (Limitation of Liability);
   - **vii.** Section 7(e) (Warranty Disclaimer);
   - **viii.** Section 12(b) (Messaging Responsibility and Risk);
   - **ix.** Section 10(e) (Effect of Termination);
   - **x.** Section 10(f) (Access to Client Data);
   - **xi.** Section 14 (Government Client Provisions);
   - **xii.** this Section 15 (Miscellaneous); and
   - **xiii.** any other provision that by its nature is intended to survive.

m. **Entire Agreement.** This Agreement, including all exhibits, Order Forms, and Statements of Work incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written, relating thereto. In the event of a conflict between the terms of this Agreement and any Order Form or Statement of Work, the terms of this Agreement shall control, except where the applicable Order Form or Statement of Work expressly amends a specific provision of this Agreement.

n. **Dispute Resolution.** The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement in accordance with the following procedure: (a) the Parties' designated project managers shall first attempt to resolve the dispute within ten (10) business days of written notice of the dispute; (b) if the dispute is not resolved at the project-manager level, the Parties shall escalate it to the senior management of each Party, who shall meet (in person or by videoconference) within fifteen (15) business days of such escalation to attempt to resolve the dispute; and (c) if the dispute remains unresolved after both (i) the senior management meeting and (ii) thirty (30) business days from the initial dispute notice, either Party may pursue its remedies at law or in equity as provided herein.

o. **Jurisdiction and Venue.** Any dispute, claim, or controversy arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Seminole, State of Florida. Each Party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection that such venue is an inconvenient forum.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Master Subscription Agreement to be executed by its undersigned duly authorized representatives.

Client Name	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:

SpryPoint

Smart Solutions for Smart Utilities

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Exhibit B

Statement of Work

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Statement of Confidentiality

The contents of this document are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint.

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1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint Services Inc.** (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Canada, and **Seminole County** (hereinafter "**Client**") with offices in, Sanford, FL, United States.

1.1. Background Statements:

- **SpryPoint** will provide a range of software solutions and services to achieve a business solution that meets the identified Customer Information System (CIS) Solution ("Solution") requirements of the **Client**. **Client** is open to new ways to achieve the same outcome but are not looking to go backward in functionality or efficiency.

- The **Client** wishes to work together with **SpryPoint** for the implementation of the Solution and **SpryPoint** agrees to provide such services and/or software as agreed to in the terms provided herein.

- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all services and/or deliverables to the **Client** by **SpryPoint**.

2. Scope of Work

2.1. Products included in Scope

The following SpryPoint products are to be implemented as part of the scope of this implementation:

- SpryCIS – Customer Information System
- SpryEngage – Customer Engagement Portal
- SpryIDM – Interval Data Management
- SpryMobile – Mobile Field Service
- SpryBackflow - Cross Connection Control
- SpryChat – Live Chat

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2.2. Overall Project Approach

SpryPoint shall use its implementation methodology, to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology and combines it with the best elements of each Methodology. This hybrid approach encompasses Project Management tasks, Pre-Project tasks, and six (6) phases, as follows:

- Initiation
- Analysis
- Assembly
- Validation
- Deployment
- Operate

The Project scope assumes all **SpryPoint** Products will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the change order process will be engaged to outline any project impacts.

2.2.1. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. **SpryPoint** cannot start project initiation until the contracts have been fully executed.

Approximately sixty (60) days from contract execution of the contract, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

2.2.2. Analysis

Analysis – Workshops & Analysis Report

Workshops are collaborative sessions led by SpryPoint, designed to bring together the Client's Core Team members and any other key stakeholders and/or decision makers from across an organization to discuss the alignment between SpryPoint Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box SpryPoint workflows and the Clients desired future state processes.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**

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- Familiarize themselves with the **Client**'s legacy system using available material provided by the **Client**, any shared operating procedures or current state process documentation, and other such information as needed.

Analysis – Solution Design Report

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be updated.

Analysis – Finalized Project Schedule

Upon completion of the Solution Design Report; SpryPoint will work with the Client to update the initial project schedule based on the finding during the Analysis Workshops. At this time this will become the baselined schedule for project reporting.

Analysis – Planning Documents

During the Analysis Phase the following additional documents will be created.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial accounts with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users. In addition, as part of the training plan it will define which users will be trained in which training group.

2.2.3. System Configuration

SpryPoint will conduct configuration activities using an iterative approach, allowing for progressive refinement of the solution based on feedback, and validation of future state business processes. This incremental process supports collaboration, reduces rework, and ensures alignment with the agreed future state business processes throughout. In addition, this iterative approach promotes early visibility into the solution, enabling timely adjustments and improving the likelihood of a successful and efficient deployment.

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2.2.4. Additional Configurable Items

CIS – Bill Statement

SpryPoint uses an iterative approach to complete the creation of the **Client's** bill statement pdf. It starts gathering initial requirements to determine the initial look and feel of the statement. This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations, unless due to bugs, will be completed to meet the **Client's** requirements.

CIS – Collection Letters

SpryPoint uses an iterative approach to complete the Collection Letter configuration. It starts gathering initial requirements to determine the initial look and feel of the Collection Letter(s). This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations, unless due to bugs, will be completed to meet the **Client's** requirements.

Note a set of Collection Letters includes the letters to support the steps of the Collection Process. For example, if the collection process may have 3 steps that requires documents to be created (1- Late Notice; 2- Delinquent Notice; 3 – Disconnect/Cut-off Notice) all three letters would be included in the scope.

CIS – Miscellaneous Letters & Other Items

Other items required to be configured are:

- **Service Orders** - **SpryPoint** will gather requirements for developing **Client's** Service Order processes including service types.
- **Miscellaneous Letters & Templates** – Report deliverables (letters) will be created by **SpryPoint** with respect to the **Client** logo, contact information, return address and text. The **Client** will supply the logo, contact information, return address, and text to **SpryPoint** for development of the letters. Some examples include, but is not limited to:

    - Welcome Letter
    - Returned Check Fee Letter
    - Payment Arrangement Agreement Letter
    - Write-off Letter (one for non-payment, second before collections)
    - Customer Credit Refund Letter

SpryPoint has included in scope budget to build up to 50 letter templates and will train the Client in building letter templates. If additional letters are required, the change order process may be engaged or the Client will be assisted to build the additional letter, provided no development effort is required to create the letter.

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2.2.5. Data Conversion

Data Conversion – CIS

Included in the scope of the project SpryPoint will complete a maximum number of data conversion as outlined below.

Data Iteration	Iteration Goals	Max number of iterations
1	Convert master records to allow for baseline testing	2
2	Converts transactional data & bill validation testing	3
3	Supports user acceptance testing activities	2
4	Supports Go-Live	1
TOTAL		**8**

**** Note does not include mock go live**

SpryPoint will convert 3 full fiscal years (October 1 – September 30) plus the number of months to go live of history into SpryCIS. **SpryPoint** will archive any **Client** Data older than 3 calendar years.

The following table provides specific details of the objects to be converted, where the agreed time is 3 full fiscal years, plus the number of months to go live of history.

SpryCIS Objects to Convert

Object	Details
Customers	Active customers with balances within the specific time limits, including relationships (i.e., landlords/tenants). This also includes customer addresses and corresponding contact information. Note: In the agreed time if there are inactive customers with balances these will be included in the conversion.
Premises	All active premises in the agreed time. Note: During the Analysis phase some additional discovery may be required for premises as the Client has a few scenario where decisions will need to be determined that may impact data conversion. For example, - The Client currently has many premises that are not billed but are in their database with validate service addresses

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Object	Details
	- The Client has some instances where there are accounts associated with real customers with billing addresses, but the premise address is not the physical address.
Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.
Meter Readings	For all converted meters per the agreed time.
AR Balance	All active account balances within agreed time.
Service Orders	All active and completed service orders within the agreed time frame.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
Deposits	If applicable, active deposit values will be converted.
Equipment	All active equipment.
Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments and attachments for applicable converted records.

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Object	Details
	Note: In order to convert these items, we will need to obtain a unique identifier to ensure the information is attached to the correct record
Historical Bill Pdfs	If the Client can provide historical bill pdfs in the required format, SpryPoint will import up to 12 months of historical bill pdfs.

Data Conversion CIS – Additional Notes

The following additional details should be noted:

- All data is being converted from the Client's legacy CentralSquare NaviLine.
- Converted transactional data will be present for informational purposes and will not be actionable. i.e. users will not be able to complete processes such as cancel-rebill, adjustments, etc. on these records. Instead, if changes are required it will need to occur via manual adjustments.
- In the event there is account balances on accounts that are older than 3 years, SpryPoint will convert these accounts
- Additional history can be brought into the SpryCIS Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.
- Any data files required to support the conversion process will be transferred via a SpryPoint SFTP site.

Data Conversion CIS – Out of Scope

The following items will not be converted:

- Rate history table/historical rates
- Any record types not listed in the SpryCIS objects to Convert table
- Merging CIS data from multiple legacy systems

Data Extraction CIS

The **Client** will be responsible for the extraction of the data from the **Client's** current systems to **SpryPoint** Products.

Data Mapping

The purpose of the Data Mapping activity is to map fields in the Client's legacy CIS system to the SpryPoint CIS system, as well as review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the **Client's** subject matter experts to review data requirements and provide the **Client** with the templates for Data Mapping. The **Client** will need to populate the templates and **SpryPoint** will be available to answer and provide support to the **Client**.

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Data Conversion – Data Cleansing

During the data migration process there will be requirements to clean up data, this will be referred to as data cleansing. There will be several methods used to complete this cleansing activity. The main ones are:

- Correct during the extraction – In some instances it is easiest to correct the data using scripting on the export from legacy system.
- Correct during the import process – In some instances it is easiest to correct the data using scripting on the import into the **SpryPoint** product(s).
- Manual correction in legacy system- In some instances, the **Client** will be asked to correct the data in the legacy system.
- Correction in **SpryPoint** Product(s) – In some instances. The **Client** and/or **SpryPoint** Implementation Specialist will be asked to correct the data in the **SpryPoint** Product(s). This may be completed manually or by scripting.

SpryPoint will work with the **Client** to decide the best approach on how data cleansing will be conducted and which of the above methods will be used or if an alternative method is required. **SpryPoint** and the **Client** will work together to come to a mutually agreed decision that is in the best interest of the Project.

Data Conversion – SpryBackflow

SpryBackflow uses an import approach for Data Migration. The **Client** will be required to extract the data in the requested formats. Included in the scope of the project **SpryPoint** will complete a maximum number of data conversion as outlined below.

Data Iteration	Iteration Goals	Max number of iterations
1	Test Imports	2
2	Support Go Live	1
Total		3

The following table provides specific details of the objects to be converted, where the agreed time is 3 full calendar years.

SpryBackflow Objects to Convert

Object	Details
Backflow Assemblies	All active backflow assemblies and if applicable, any devices not yet installed but maintained in Client/Service Designee inventory
Historical Test	Historical test header details

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Data Conversion – Backflow – Additional Notes

The following additional details should be noted:

- All Backflow data will come from one data source
- Client will be responsible for providing data in required formats
- Client will be responsible for data clean up

2.2.6. Training

″ Training – SpryCIS, SpryEngage & SpryMobile

Training will be delivered using an iterative approach to build knowledge progressively and reinforce key concepts over multiple cycles. Each iteration will prepare the Client for the next step in the implementation. This method allows participants to gain hands-on experience, apply learning in context, and deepen their understanding of the systems and future state business processes throughout the project lifecycle. The table below outlines the planned training iterations.

Training Type	Purpose	Audience	Delivery Method	Number of Iterations
Foundation Training	Product based training that prepares users to participate in Analysis Workshops	Anyone who will participate in Analysis Workshops.	Hybrid – Self paced learning and instructor led	1
Core Team Training	Process based training that prepares the Core Team to complete required system(s) testing	All Client Core Team Members	Instructor Led	1
Tester Training	Role based training that prepares users to participate in User Acceptance Testing	Any user who will complete User Acceptance Testing	Instructor Led	1
End User Training	Role based training to prepare end users for go live	Any end user who has not been trained.	Instructor Led	As defined in the training plan

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" Training – SpryBackflow

For SpryBackflow SpryPoint will complete the following training

Training Type	Purpose	Audience	Number of Iterations
Core Team Training	Process based training that prepares the Core Team to complete required system(s) testing	All Client Core Team Members	1
End User Training	Prepare end users for go live	Any end user who has not been trained	As defined in the training plan

Note: out of scope for this project is training of the Client's Customers. The Client will be responsible for providing any training to their customer users.

2.2.7. Testing

Testing is a critical component of this implementation, serving to validate that all solution components function as required to support the client's future state business processes and user roles. Rigorous testing helps identify and remediate defects early, reducing the risk of costly issues after deployment.

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to review and modifying and/or add test scripts (in Test Rail) to meet their custom needs.

The table below outlines the planned testing rounds. Additional details for each testing category are provided in subsequent sections.
Test scripts that do not pass during a round will be retested until successful. Depending on the reason for the additional testing, a change order may be required.

Testing Type	Max number of Test Rounds
Functional Testing	2
Integration Testing	2
Bill Validation Testing	3
User Acceptance Testing	2

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Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client's** business requirements. Functional Testing utilizes scenarios based on SpryPoint best practices.

Each round of functional testing will last two (2) weeks).

Integration Testing

Integration testing focuses on ensuring the end-to-end business processes are functioning as required to support the future state business requirements. Testing will focus on

- Core integrated testing which tests major batch processes;
- Financial scenarios which focus on validating financial transactions;
- Integrated testing scenarios inclusive of primary and secondary scenarios;
- Unit (Singular) testing of interfaces and enhancement(s);

Each round of Integration testing will last two (2) weeks).

Bill Validation Testing

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results on each account. The end goal is to identify any billing anomalies to correct issues with setup or conversion, and to document acceptable differences.

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes 3 iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 2 more times to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the Client to show the results. While SpryPoint is responsible for completing this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

To complete Bill Validation Testing the Client must have the ability to provide an extract of the billing data from their legacy system in the form of a comma-separated file or spreadsheet from their legacy system at any given time. This data will need to include, at a minimum:

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service
- Billing Cycle
- Bill Amount

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- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

User Acceptance Testing

User Acceptance is designed to act as a "Day in the Life" testing to ensure all Client Roles can complete their responsibilities as defined by the agreed future state business processes. During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns.

The **Client's** identified testers will complete the test cases as defined in the approved test script list and agree to complete testing to meet the parameters defined in the test plan. If tests fail, **SpryPoint** resources will be available to help and answer questions and/or work with the customer to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

Each round of Integration testing will last two (2) weeks).

2.2.8. Client Driven Solution Walkthrough

To validate and ensure Client Go Live Readiness, the Client will be asked to have their Core Team Members demonstrate to SpryPoint, their use and knowledge of the end-to-end solution and future state business processes

2.2.9. User Roles & Permissions

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible for updating the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

2.2.10. Reports & Dashboards

Once transactional data has started being converted, SpryPoint will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs required to support the Client's future state business processes and identify any gaps. In addition, this document will define delivery

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groups for the reports and dashboards to align with the needs of the project. These delivery groups will determine when in the project timeline reports and dashboards will be delivered.

Upon completion of the of the analysis, a Report & Dashboard Plan will be provided to the **Client**. This document summarizes the findings of the analysis and provides an estimate of effort required to build any reports identified as a gap or to modify existing reports and dashboards. This report work effort will be compared against the contracted work effort of 200 hours and **SpryPoint** will work with the **Client** to determine which reports will be built using the custom report and dashboard budget as contracted. Additional reports and work hours over the budgeted amount and agreed upon will be submitted through the change control process.

As part of the Project implementation SpryPoint will show the Client how to generate reports.

2.2.11. Organizational Change Management

The objective of organizational change management (OCM) is for the **SpryPoint** team to work with the Client to identify areas where a more formal approach to change and can be applied to help the Client support their users through the implementation.

This starts with SpryPoint work to better understand the current state of the **Client,** assess the organizational culture and the capacity to change. As a result of this **SpryPoint** will:

- Complete OCM Discovery
- Deliver OCM presentation
- Deliver OCM Plan

The following Organizational Change Management activities will be completed to support the Client and their users with the change that occurs during the implementation:

Risk Assessment

Measures the characteristics of the change and the attributes of the impacted organization to better understand the unique risks of the change.
Changes that are more dramatic and farther reaching in the organization have a higher risk. Likewise, organizations and groups with histories and cultures that resist change face higher risk. Understanding these characteristics, attributes, and risks helps to scale the change management plans accordingly.

Sponsor Assessment

The Sponsor Assessment measures the people management chain of all the impacted groups in terms of their position relative to the change and their change management competency. The resulting sponsor coalition describes the leaders and managers who need to be on board and actively engaged in leading the change. The primary sponsor is

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the person who authorizes and champions the change. This person must be actively and visibly engaged in the change throughout the project. Each member of the sponsor coalition has the responsibility to build support and communicate the change with their respective audiences.

P-P-P-P Exercise

This exercise assists the organization in connecting change management to business results by documenting the Project, Purpose, Particulars, and People. If the people impacted by the project do not support and engage in the change, then the particulars of that change are not realized. If these particulars are not achieved, then the purpose will not be achieved, and the business results are not met.

Sponsor Interview

The Sponsor Interview contains a list of questions that stakeholders may have about the project, and which can provide basic information about the project to stakeholders to create awareness and desire, the first two elements of the ADKAR® Model of individual change. Prosci® recommends that Primary Sponsors provide answers to these questions, which can then be repurposed throughout the project to reinforce key messaging concepts. These questions can also provide value for other tasks such as identifying stakeholders and defining project risk. The Client reserves the right to review and approve these questions and define the appropriate stakeholders.

Group Impact Assessment

The Group Impact Assessment measures the degree of anticipated changes to each of the groups impacted in terms of the following 10 aspects of change.

- **Processes:** The actions or steps taken to achieve a defined end or outcome.
- **Systems:** A combination of people and automated applications organized to meet a set of objectives.
- **Tools:** An item or implement used for a specific purpose; can be a physical object such as a mechanical tool or a technical object such as a web authoring tool or software program.
- **Job Roles:** The defined set of responsibilities, tasks, and authority levels assigned to an individual.
- **Critical Behaviors:** Vital or essential response of an individual or group to an action, environment, person, or stimulus.
- **Mindset/Attitudes/Beliefs:** A mental inclination, disposition or frame of mind reflected in behaviors.
- **Reporting Structure:** The authority relationships in a company or organization; who reports to whom.

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- **Performance Reviews:** The process and indicators of how performance is measured and assessed relative to objectives.
- **Compensation:** The amount of the monetary and non-monetary pay provided in return for work performed.
- **Location:** A physical geographical place that provides facilities for a stated purpose.

Not all groups will be impacted the same. Understanding the impacts relative to each impacted groups helps to scale the change management plans accordingly.

OCM Scope and Goals Summary

This document summarizes the scope and goals of the anticipated changes and provides a consolidate source for information that can be communicated as needed to the organization.

OCM Strategy Presentation

This presentation summarizes the analysis findings, documents key takeaways, and recommends next steps for the organization.

Customer Bill Statement Communication Plan

This plan provides the organization with the tools to create an effective communication plan with their customers to ensure a smooth and successful rollout of the new billing system to their customers, minimizing billing disruptions and providing necessary support throughout the transition. This document will also provide best practices from other implementations on the tools to be used and the information to be imparted to customer.

2.2.12. Mock Go Live

The Mock Go-Live will serve as a dress rehearsal for the production Go-Live weekend and Monday morning activities. The objectives and expectations for the Mock Go-Live include:

- **Role Readiness:** Confirm that all project team members and stakeholders understand their roles and responsibilities for the production Go-Live.
- **Schedule Validation:** Validate the cutover schedule and timings to ensure the planned activities can be executed successfully.
- **Manual Entry Verification:** Complete and verify any required manual entries following data conversion.
- **Reporting Validation:** Ensure that all reports are accurate and functioning as expected after data conversion.
- **User Testing:** Engage selected users to perform testing to confirm readiness for Monday morning business operations.
- **Timing Considerations:** Although the production Go-Live will take place over a weekend, the Mock Go-Live is not required to occur during a weekend.

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- **Resource Commitment:** Both SpryPoint and the Client are expected to dedicate resources to the Mock Go-Live in the same manner as would be required during the actual Go-Live weekend.

Included in scope is two (2) Mock Go Live.

2.2.13. Go Live

Go Live Cutover Plan

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**.

Go/No Go Decision

This is a critical decision point in the project, where the state of the project is reviewed against the Deploy Prerequisites to determine the readiness for Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

The Go/No Go Decision process occurs in two steps.

Step 1 – SpryPoint Internal Go/No Go Decision

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the project and evaluate Go-Live readiness. If this meeting results in a "Go" Decision, a **Client** Go/No Go meeting is scheduled. In the event a "No" results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and establish an action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When the **SpryPoint** Internal meeting results in a "Go" Decision, the project status, risk, cutover plan is discussed with the **Client's** Project Team, Executive Sponsor and any Key Stakeholders. If the **Client** makes a "Go" decision, plans for the cutover are finalized. If the **Client** makes a "No-Go" decision, SpryPoint and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

Go-Live

Go-live represents the scheduled system downtime during which the production cutover takes place. This work is typically performed outside of business hours, such as over a weekend, to minimize disruption. During this period, the final data conversion will be

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completed, all tasks outlined in the cutover plan will be executed, and validation activities will be performed to confirm readiness. Formal sign-off will occur to ensure all components are in place for business operations to resume as scheduled.

2.2.14. Post Go Live Support

This is the initial period after Go-Live where the **Client**'s focus is on system stabilization. The post Go-Live/stabilization period will last 90 calendar days with the goal to complete 3 full billing cycles (assuming monthly billing cycle).

During this period, the **Client** is using the **SpryPoint** product(s) to complete their day-to-day responsibilities and run their business. The **SpryPoint** implementation team is available to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

At the end of the post Go-Live stabilization period the RAID Log is updated. This list contains:

- Any issues and their severity still open at the end of the stabilization period
- Any SOW items that were not delivered prior to Go-Live
- Any additional reports required and agreed to as part of scope of services

2.2.15. Transition to Client Success

After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, the **Client** will be transitioned to the SpryPoint Client Success team. The transition involves a **SpryPoint** internal knowledge transfer between the SpryPoint Implementation Team and Client Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Client Success Team Representatives. Once the transition to the Client Success team has occurred, the **SpryPoint** implementation team will continue to be accountable for the resolution of all items on the project RAID log, and the Client Success Team will be accountable for any new issues.

2.2.16. Project Close Out

The project close out is the point when the Project parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation portion of the contract is completed, the system is accepted by the **Client,** and the Project is deemed closed.

This occurs when the following are met:

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1. All the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. All RAID log items severity 1, 2 and a plan for delivery of severity 3 are delivered to the **Client.** The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by the Client within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. 1. and 2. above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a project is deemed complete any outstanding implementation fees are due.

2.2.17. Phase Entry & Exit Criteria

The Assembly and Validation phases will be delivered through a series of iterative building blocks. Each iteration will include defined exit criteria to ensure quality and completeness. While the standard plan anticipates several iterations, the total number may be adjusted if the exit criteria are satisfied in fewer cycles. In all cases, the established exit criteria shall govern the determination of iteration completion.

The following defines each phase's entry and exit criteria.

Phase	Iterations	Entry Criteria	Exit Criteria
Initiation	1	• Fully executed contract	• Initial Project Schedule • Completed Questionnaires • Foundations training delivered to Client
Analysis	1	• Environments deployed with one Client user setup • Foundations Training delivered to Client • Data Review Completed	• Solution Design Report Signed Off • Test Plan delivered • Training Plan delivered
Assembly	1	• Signed Solution Design Document	• Data Conversion iteration 1.0 loaded into staging - Data has been converted and loaded into the staging environment with no less than 70% of the valid records of the provided converted data

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Phase	Iterations	Entry Criteria	Exit Criteria
			• Data Acceptance Testing completed - Client completed data acceptance testing& logged issues on the RAID Log •
Assembly	2	• Functional Test Scripts Ready • Client completed data acceptance testing	• Successful Completion of Functional Testing Round 1 - Client has run all 100% of the Functional test scripts with an 50% pass rate, of which none of the failed test scripts are related to a severity 1 issue. All related issues are logged in the RAID log and assigned to a project resource. Bill Statement Mockup Requirements agreed to by Client • Collection Letter(s) Mockup Requirement agreed to by Client
Assembly	3	• Configuration updates completed • Functional Testing R1 Completed	• Data Conversion 2.0 - Total AR Balancing is 50% or higher of legacy system; 90% of valid data records are being converted. • Successful Completion of Functional Testing Round 2 - Client has run all 100% of the Functional test scripts with an 80% pass rate, of which none of the failed test scripts related to a severity 1 and a plan for Severity 2 issues is mutually agreed to. • Successful completion of Bill Validation Round 1 - Completed round 1 of bill validation where 100% of client cycles have been validated with a 50% match rate.
Assembly	4	• Functional Testing Sign Off • Integration Test Scripts completed	• Data Conversion 2.1 - Total AR Balancing is 75% or higher of legacy systems; Customer AR balancing is 60% accurate or higher • Successful Completion of Integration Testing Round 1 - Client has run all 100% of the Integration test scripts with an 70% pass rate, of which none of the failed test scripts are related to a severity 1 and severity 2 issue.

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Phase	Iterations	Entry Criteria	Exit Criteria
			• Successful completion of Bill Validation Round 2 - Completed round 2 of bill validation where 100% of client cycles have been validated with a 75% match rate.
Assembly	5	• Updated system configuration	• Data Conversion 2.2 - Total AR Balancing is 95% of legacy systems; Custom AR balancing is 95% accurate. GL reconciliation is 95% of legacy system with no unexplained documented and approved deltas • Successful Completion of Integration Testing Round 2 & Signed Off - Client has run all 100% of the Integration test scripts where the process is required to go live with an 95% pass rate, of which none of the failed test scripts related to a severity 1 or severity 2 issue. • Successful completion of Bill Validation Round 3 - Completed round 3 of bill validation where 100% of client cycles have been validated with a 98% match rate with all deltas known, documented and approved by Client. • Bill Statement & Collection Letter(s) sign off
Validation	1	• Integration Testing Sign Off • User Acceptance Test Scripts completed	• Successful Data Conversion 3.0 - Total AR Balancing is 100% of legacy system with no unexplained documented and approved deltas; Customer AR balancing is 98% accurate, with no unexplained documented and approved deltas. • User Acceptance Testing R1 completed - Client has run all UAT test scripts with an 70% pass rate. Any failed test scripts with a severity 1 or 2 issue have identified fixes.
Validation	2	• User Acceptance R1 completed	• Successful Data Conversion 3.1 - Total AR Balancing is 100% of

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Phase	Iterations	Entry Criteria	Exit Criteria
			legacy system with no unexplained documented and approved deltas; Customer AR balancing is 100% accurate, with no unexplained documented and approved deltas. • User Acceptance Testing R2 completed - Client has executed 100% of User Acceptance Test Scripts with an 90% pass rate of which none of the failed case are related to severity 1 or 2 issues. Includes Client Signoff • Successful Client Walkthrough
Deployment	1	• Successful Client Driven Walkthrough • User Acceptance Testing Sign Off	• Mock go live completed & approved - the mock go live has been fully executed to the document go live plan with no more than +/- 4 hours of delta between plan vs reality. The Client and SpryPoint key stakeholders have signed off on the Mock Go Live. • All end user training completed • Go Live decision approval
Operation	1	• Go Live Approval Sign Off	• Completion of Post Go Live Support period • Introduction to Client Success Team • Project Close out sign off

While entry and exit criteria have been established for each project phase, these criteria are not intended to serve as rigid gates. Activities associated with a subsequent phase may commence prior to the full completion of the current phase, provided such overlap is deemed to be in the best interest of the project and does not compromise overall project objectives and is mutually agreed to by both **SpryPoint** and the **Client**.

3. Integrations & Enhancements

This section outlines any of the integrations or enhancements and their requirements which are included in the scope of work. During the Analysis process each identified interface, and/or enhancement will be identified as required for Go-Live or not. In addition, integrations and enhancements will be broken up into delivery groups to align with the needs of the project. These delivery groups will determine when in the project timeline they will be delivered. The Client is responsible for coordinating and managing any third-party vendors.

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Interfaces and enhancements, not listed in this document, will be deemed out of scope and the change order process will be initiated

It is important to note that during analysis and throughout the implementation there may be additional integrations or enhancements identified. In this event, **SpryPoint** will provide a ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the change is deemed required, the change order process will be activated.

3.1. Integrations

SpryCIS is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back- office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch and scheduled integrations as well as event-driven integrations.

The **Client** is responsible to ensure that there are third party environments available to test any integration work.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint**, it is outside the scope of this project. Some examples are configuration in a third-party application, the need for a third party to add information to an API, etc.*

No.	Integration Name	Integration Details	SpryPoint Product Impacted
INT1	Badger BEACON - AMI Headend	SpryPoint maintains a robust integration with Badger BEACON across our product suite. Integrations are designed to automate routine integration processes, eliminate manual handling of meter reading information, maximize the business value of interval reading information to support customer service and operations, and streamline implementation and testing processes. Key features of these integrations include: • The SpryCIS data model supports vendor-specific data models and configurations to support Badger metering	SpryCIS SpryEngage SpryIDM SpryMobile

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		infrastructure, including Badger-specific meter configurations, endpoint configurations, and encoder configurations. This ensures that Badger meters are created, maintained, and operated according to known standards and best practices, and supports deep integration between Badger BEACON and the SpryPoint product suite. ● A fully-automated scheduled master file exchange serves to regularly update BEACON® with the latest information on customers, accounts, and meter installations from SpryCIS. This ensures that both systems consistently operate with the most current and synchronized data. ● SpryCIS can directly retrieve billing meter readings via the BEACON® API. This seamless integration allows for accurate and timely billing, while reducing operator effort by eliminating manual data exchange processes. ● SpryCIS and SpryEngage can display interval meter reading data sourced from BEACON, along with overlays of weather information. This allows a direct analysis of customer usage patterns, continuous usage, and correlations with weather conditions. ● SpryIDM integrates with the BEACON® API to retrieve daily interval meter readings, ensuring up-to-date consumption data is consistently available. This data is used to display interval readings in SpryCIS and SpryEngage, detect consumption anomalies such as leaks or irregular usage, and perform consumption forecasting to improve customer resource management. Additionally, the client is encouraged to provide historical interval data for all available years or any relevant period, although this data is optional. When available, it is utilized by SpryIDM to enhance usage forecasting and other calculations, ensuring accurate alignment with the client's operational needs. ● SpryMobile supports BEACON-specific AMI meter installations, upgrades, and maintenance. Field worker meter maintenance forms are tailor-built to support common Badger meter operations. This ensures that data is entered correctly at the source and is easily validated in meter quality assurance processes, while automating the back-office meter replacement and maintenance data updates. SpryCIS also supports batch integration with Ensight+ and other mass-meter work order systems to automate the update of back-office	

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		information for meter installations and upgrades.	
INT2	Badger Beacon AMR	SpryCIS supports standard meter reading integrations for many AMR systems. The integration typically includes: ● Export of meter, customer, and premise information by route or billing cycle from SpryCIS ● Import of meter reading information from the metering system into SpryCIS, for billing purposes SpryCIS has standard CSV file formats that can be used for this purpose. However if the metering system cannot use the pre-existing file formats, SpryPoint will work with the metering system to develop file formats that meet the metering system's specifications.	SpryCIS
INT3	OpenGOV (Cartegraph) Asset Management	SpryPoint will enhance SpryCIS to have a work order integration with OpenGov (Cartegraph). For an integration with a CMMS such as OpenGov, the key components generally include: ● Mapping SpryCIS service order types to OpenGov work order types. ● Real-time creation of orders in OpenGov when service orders are generated in SpryCIS ● Real-time service order updates from OpenGov (if possible), or scheduled monitoring by SpryCIS for service order updates. Service order updates can trigger various back-office service order actions in SpryCIS, including user notifications, charge creation, alerts, etc. This does not include meter related actions such as installing, replacing, or reading meters. ● If OpenGov supports it, SpryCIS can display OpenGov information and fields on the service order page. ● Service orders created in OpenGov can be synchronized back to SpryCIS, provided they are mapped to a service order type and a premise that exists within SpryCIS. This allows field technicians to initiate field activities in OpenGov without requiring direct access to SpryCIS. The above functionality depends on whether OpenGov has real time APIs available. If not, further discussion may be required for possible solutions and effort in further detail.	SpryCIS

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INT4	JD Edwards Integrated Web Batch Management, JDE (Batch and Job Scheduling and Management) JDE Enterprise One (Version 9.2, Release 22, Tools Release 9.2.6.1) <- this was from the RFP.	SpryCIS supports a standard financial integration for JDE (JD Edwards). The integration includes: **General ledger export file** - this file contains all financial transactions that impacted the general ledger since the previous export. The transactions are summarized by batch, GL account and date. The file is automatically generated by SpryCIS on a configurable schedule (typically nightly), and then uploaded to an SFTP server, where it can be accessed by the financial system. Uploading the file to the finance system is a manual process. The GL data is exported in the standard JDE GL file layout. If the client's environment is not compatible with the standard layout, this may require a change order to implement a new file format. **Accounts payable export file** - SpryPoint can generate an accounts payable export CSV file. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and voucher amount. The file is generated manually from SpryCIS, by selecting a date range of which vouchers to include. The AP data is exported in a generic CSV format. It is not specific to JDE. If the client's environment is not compatible with the standard layout, this may require a change order to implement a new file format.	SpryCIS
INT5	Checkfree, Vanco, and Wells Fargo (Cash Remittance)	SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-separated values (CSV). This feature provides the ability to accommodate various lockbox/payment import processes without needing additional development. SpryCIS also supports the JPMorgan BAI2 file format. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call. This process is typically used for the following types of third-party remittance providers: ● Lockbox payments ● Drop-box ● Mail-in payments received by the utility	SpryCIS

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INT6	Access Receivables (Collection Agency)	As part of the collections process within SpryCIS, a collection step can initiate the accounts that become eligible for agency collection. These parameters include dollar threshold, number of days past due, prior collection steps processed before and account status. At this point a user can confirm the accounts being processed to a collection agency, which will track the event on the account and as an alert for easy visibility by all users. Based on the processed collections events, SpryCIS can create an export file for the collection agency which is typically exported in a CSV format. The CSV format can be configured to match the requirements of the collections agency. During discovery, SpryPoint will work with the collections agency to identify if additional fields are needed to support the requirements of the collections agency. If additional fields are required, this will require additional development and a change order. SpryPoint can also configure a payment import file format to allow import of payments from the collection agency to be applied against accounts in SpryCIS.	SpryCIS
INT7	Accela (Permitting System, Customer Self Service)	Seminole County requires the ability to push fees for building permits from Accela into SpryCIS. SpryPoint was built using an API-first approach. SpryCIS has API endpoints to ingest data from Accela, such as premises, customers, accounts, service orders, and charges. If Accela has the capability to trigger an API call to the SpryCIS system, Accela may use these pre-existing APIs to send data to SpryCIS. However, Accela must have all information necessary to create records in SpryCIS, which may not be possible. If Accela does not have the capability to interact with SpryPoint's existing APIs, the process of importing charges can be done manually or in batches via file upload. This may eliminate the need for a direct integration with Accela.	SpryCIS
INT8	Esri - ArcGIS	SpryCIS and SpryMobile include standard Esri ArcGIS integration capabilities. These capabilities include: ● Administrators may configure SpryCIS and SpryMobile to connect to ArcGIS web services using basic or OAuth 2.0 authentication. ● Administrators may display layers from ArcGIS web services (Feature Services, Map Services and Image Services) directly within the SpryPoint applications. These layers are overlaid on maps and easily toggled on	SpryCIS SpryMobile

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		or off. This allows users of SpryMobile and SpryCIS to view their customer premises, to pan, zoom, search and select, and ultimately perform operations by location and proximity to drive their workflows. Attribute data that describes various premises components is pulled from the customer's GIS through these services for display on maps. ● SpryMobile supports the automatic update of SpryMobile asset records when new assets are created or updated in ArcGIS, as well as a reverse process to push any assets created or modified in SpryMobile to ArcGIS. This is only supported on work orders and asset management, not meter-related orders. ● Where GIS is the system of record for premises-related data such as street address, drainage basin, pressure zone, etc, a client may wish to export their premises data from a GIS to SpryCIS. SpryCIS can ingest a premises master data file from GIS to update premises details to match the value in GIS. Alternatively, the premise data can be pulled from a GIS layer via API if the layer is accessible with Basic Authentication. This integration requires developer involvement to work with the client to build the file format specifications and map data from GIS to SpryCIS. ● In cases where your GIS administrators wish to use data within SpryPoint applications in GIS layers, SpryPoint includes a read-only database service which can be used as a data source for GIS services. GIS administrators can also access and export data from SpryCIS using built-in report tools such as Metabase or the Generic SQL Supported ArcGIS applications: ● ArcGIS Enterprise ● ArcGIS Online ArcGIS Pro	
INT9	Matrix (formerly DataProse) Bill Statements and Collection Letters	SpryPoint will create and manage the bill template and collections letters as part of the project. Requirements from the Print Vendor will be provided for SpryPoint to facilitate the design of the bill template and collection letters. SpryPoint will build the template and letters based on the requirements of both the client and the bill print vendor, to be mutually agreed upon by all parties. SpryPoint will create a collated PDF file upon bill generation and	SpryCIS SpryEngage

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		processing collections batches. This PDF file can automatically be uploaded to an SFTP, if configured. SpryPoint can be configured to also include a text-based bill export metadata file if the bill print vendor requires it. SpryPoint natively supports paperless billing and the display of statement PDFs in SpryEngage. This piece does not require an integration with the bill print vendor. SpryPoint includes bill PDF generation in the project cost.	
INT10	Euna Solutions Kiosk Integration	The client requires an API based integration between Euna Solutions and SpryCIS to support kiosk payments. This integration will support: ● Looking up accounts by account number or address ● Viewing current balance ● Making payments against one or more accounts at a time ● Payments made at the kiosk will be updated in SpryCIS in real-time SpryCIS has existing APIs that can be used to make payments and lookup accounts. SpryPoint will provide the appropriate API documentation. ● GET {base_url}/integrations/lookupAccountInfoByAccountNumber/:accountNumber ● POST {base_url}/api/payment/create Seminole County may select an alternate kiosk vendor of their choice that meets the above requirements. If Euna Solutions, or alternate vendor, cannot use the existing APIs and requires new APIs to be developed, those can be developed with an additional cost.	SpryCIS
INT11	Identity Access Management – DUO OR Entra ID SSO	**Duo** SpryPoint supports Single Sign On (SSO) through Duo, using the SAML 2.0 standard. **Entra** *SpryCIS* SpryCIS may be registered as an Enterprise Application in Entra ID. This supports the primary functions of provisioning SpryCIS users through Entra ID as well as Entra ID Single Sign On (SSO). Entra ID applications that require signed SAML authentication	All products

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		requests are supported by configuring a SAML provider with SP Request Signing keys in SpryCIS. These keys can be generated directly within the SpryCIS SAML configuration UI, and the generated public certificate can be downloaded and uploaded to the Entra ID Enterprise Application configuration. SpryCIS is a restricted service and a request should be submitted to SpryPoint's Customer Success to allow Entra ID Cloud Provisioning infrastructure to be whitelisted. *SpryMobile / SpryEngage / SpryBackflow* SpryMobile, SpryEngage, and SpryBackflow may be registered as Enterprise Applications in Microsoft Entra ID. Through this integration, the applications support two primary functions: • User Provisioning – Administrators can provision SpryMobile, SpryEngage, and SpryBackflow users through AD. • Single Sign-On (SSO) – AD users can authenticate to SpryMobile, SpryEngage, and SpryBackflow via Single Sign-On (SSO). Note: SSO integration scope is limited to either Duo or Entra ID. The **Client** must confirm its selected SSO provider prior to the start of User Acceptance Testing in order for this integration to be included in the current project scope. A change order will be required if **Client** selects an alternate SSO solution or does not confirm a provider selection prior to User Acceptance Testing.	
INT12	IVR - Selectron	SpryPoint has completed an integration with Selectron for several utility clients. The integration is managed via real time API calls. Customers may use the Relay Utility IVR system to interact with SpryCIS by telephone. The following operations are supported: ● Finding accounts by phone number or account number ● Retrieving account information including account balance, most recent statement, last payment information ● Retrieving billing, payment, and consumption history ● Making a payment. Note that the payment is processed directly between the IVR and payment processor, and SpryCIS is notified of the successful payment via the	SpryCIS

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		payment processor real-time interface. ● Communications logs are posted to SpryCIS customers & accounts to reflect the inbound customer call detail ● Outbound collections calls may be initiated from SpryCIS collections processes, which will invoke calls in Selectron	
INT13	Payment Processor - Paymentus	SpryPoint's integration with Paymentus provides payment processing functionality with full two-way integration between SpryCIS and Paymentus, and two-way integration between SpryEngage and Paymentus. Features of the SpryCIS - Paymentus integration include: ● Scheduled job for Customer Information File (CIF) generation and upload to Paymentus ● Real-time payment notification from Paymentus ● Real-time autopay updates from Paymentus ● Real-time customer lookup from Paymentus - gathers real-time balance and collection status, before a payment is made through SpryEngage or IVR ● Paymentus IVR is supported out of the box, based on the data available in the real time CIF API ● Card-present payment initiated from SpryCIS receipting page with real-time callbacks on successful card-present payments Features of the SpryEngage - Paymentus integration include: ● Embedded Paymentus pages within SpryEngage to support managing wallets, autopay enrollment, account payments, and one-time payments. ● When payments are made via Paymentus within SpryEngage, Paymentus sends updates back to SpryCIS in real-time.	SpryCIS SpryEngage

3.2. Enhancements

The following items were originally identified and scoped as enhancements. As these requirements are now being addressed through the SpryPoint product roadmap, they will be delivered at no additional cost to the Client. Delivery timelines are subject to change and will be communicated as roadmap planning is confirmed. SpryPoint does not guarantee availability of these features prior to Testing or Go-Live.

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No.	Name	Enhancement Details	SpryPoint Products Impacted
ENH1	BIL.1.3 - When an adjustment is processed, the system has the ability to trigger a customer notification using the customer's stored communication preference based on user-defined criteria and adjustment types/status.	Can easily email/generate a letter to the customer after entering a change. Enhancement is required to automate generation. Scheduled for Q2 2026.	SpryCIS
ENH2	BUD.4.5 - Under a fixed budget billing option, if a customer surpasses a configurable threshold variance amount, the system will automatically update the budget bill calculation/amount to avoid such thresholds in the future.	The current system provides billing variance alerts and reports with configurable thresholds by service type and account type. However, automatic recalculation or adjustment of the budget billing amount in response to a customer surpassing a configurable variance threshold is not available as current functionality and would require a modification to support this automated process. Scheduled for Q2 2026.	SpryCIS
ENH3	CSS7.2 - The system will allow the landlord to select (one, multiple, or all) from a list of accounts to enroll and designate the services to be reverted, then be presented with a contract document for review and e-signature. CSS.10.13 - Once the deposit has been paid, the self-service application process will generate a move-in service order.	Landlord agreements. SpryPoint will add ability to: • Track types of landlords, along with preferred communication settings, template for contract document, default action at move out, etc • Ability to create a landlord agreement for a particular landlord and a list of premises. Select which services to transfer, desired action at move out (leave meter on, or lock meter between tenants). • Send notification to landlord to notify of an upcoming re-activation of landlord account and/or deactivation of tenant account. Enhancement required to fully automate. Currently once the deposit is paid a CSR will create the service order manually.	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		Scheduled for Q3 2026.	
ENH4	MIMO.4.1 - In the event of a meter being set at the wrong location in the CIS system, the system provides a workflow that will switch/swap the meters, along with the corresponding meter reads and charges. MIMO.4.2 - For the above described meter switch/meter swap functionality, the system has the ability to correct multi-period issues as part of the same workflow process. MIMO.5.6 - In the event of a meter being set at the wrong location in the CIS system, the system provides a workflow to switch / swap the meters, the corresponding meter reads and charges	SpryCIS currently supports the process of reversing and re-billing accounts where two meters were installed at the incorrect locations. However, it is a manual process with several steps. SpryPoint will enhance the product to automate this process. This will include the ability to select two crossed meters and enter an "as-of" date for the correction to take place. Then the system will automatically reverse all bills on both accounts after that date, reinstall the meters in the correct locations, recalculate the billable consumption (ie: service period measurements), and generate and post all bills with the corrected readings. The meter swapping process can be across two service types, for example, irrigation and potable. Scheduled for Q4 2026.	SpryCIS
ENH5	SER.4.35 - Ability to create, display, and maintain automated agreements with landlords to revert selected services and not others at a single premise	SpryPoint will add the ability to create and maintain landlord agreements that allow selection of which services to transfer at a specific premise, specify desired actions at move out (such as leaving the meter on or locking it between tenants), and track types of landlords along with preferred communication settings and contract document templates. The system will support presenting a contract document for review and e-signature, as well as notifying landlords of upcoming re-activation or deactivation events.	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		Scheduled for Q3 2026.	
ENH6	CSS.5.4 - The application for new service process shall include a check for bad debt within the CIS system. If bad debt or open balances are discovered the application process would be halted and the customer would be advised to call customer service. An alert or note should be generated for a CSR to review this application. CSS.5.10 - Once the deposit has been paid, the self-service application process would generate a move in service order within the host CIS system.	Checking for bad debt and adding alerts while a CSR is reviewing the move in application is currently possible. However, an enhancement would be required to automatically prevent the customer from submitting the application in SpryEngage if there is bad debt, and to call instead. Or to allow them to submit but flag the application as needing extra review. Currently once the deposit is paid a CSR will create the service order manually. Enhancement required to fully automate. Scheduled for Q2 2026.	SpryEngage
ENH7	CUS. 2. 4 - Ability to create, save, and display CSR call scripts	Satisfied by: CIS-573 — Call Scripting / Case Management CIS-573 directly delivers the ability to create, save, and display CSR call scripts. The feature is designed to be highly customizable per utility, supporting decision-tree logic so scripts can adapt based on customer responses. Scripts are fully accessible during customer conversations and results are tracked for each call. Forecasted completion: October 29, 2026	SpryCIS
ENH8	CUS. 2. 5 - Ability to categorize scripts by customer class, account class, premise class, service, etc.	Satisfied by: CIS-573 — Call Scripting / Case Management CIS-573 includes the ability to create, save, and display CSR call scripts, with built-in reporting across customer class, account	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		class, premise class, and service. This directly satisfies the categorization requirement, as scripts can be organized and reported on by these dimensions, allowing utilities to filter and analyze call activity by the relevant classification fields. Forecasted completion: October 29, 2026	
ENH9	CUS. 6. 2 - A user will have the ability to enter multiple search criteria to identify a list of accounts to select from. For example, a user can enter any combination of name, phone, social security number, Federal ID number, Address, etc. and the system will present all matching results in a list to select from.	Satisfied by: CIS-4616 — Multiple Criteria Search: Combine Fields for Matching Results CIS-4616 enhances account search functionality so that users can enter any combination of fields — including name, phone, Social Security Number (last 4 digits), Federal ID, and address — with the system returning all matching results in a list to select from. Note that full SSN search in combination with other criteria is not supported due to SSN encryption; search by last 4 digits is available instead. Forecasted completion: November 26, 2026	SpryCIS
ENH10	CUS. 5. 14 - At time of move-in/move-out/transfer, the system has the ability to apply all deposit requirement and calculation rules for the customer's new premise and compare the new requirement to the deposit amount on-hand then assess the appropriate deposit increase/refund	Satisfied by: CIS-5366 — At Time of Move-In/Move-Out/Transfer, All Deposits/Calc Rules Should Include Deposit Transferred from Previous Account CIS-5366 enhances the move-in/move-out/transfer process to apply all deposit requirements and calculation rules for the customer's new premise, then compare that requirement against the deposit amount already on-hand — including any deposit transferred from a previous account. Based	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		on this comparison, the system will assess the appropriate deposit increase or issue a refund as needed. Forecasted completion: November 12, 2026	

4. Project Governance

4.1.1. Project Management (PM)

SpryPoint will provide a Project Manager throughout the life of the Project who will work directly with the Client's Project Manager and the Client Project team to ensure that all project responsibilities are met. It is the expectation of SpryPoint that the Client will manage all member communications.

SpryPoint and **Client** Project Managers shall be responsible for the planning and execution of the Project. They shall work collaboratively to manage all project activities from project management activities, including planning and execution, the delivery of change management, and project communications throughout the Project. The **Client's** Project Manager is ultimately accountable for the **Client's** resources and Client Member Resources; project tasks and internal project plans and **SpryPoint's** Project Manager is accountable for their resources and project tasks. Both project managers will need to work together and retain authority for day-to-day project decisions and ensure project success.

4.1.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager, to compile status reports for distribution to both the **Client** and **SpryPoint** management. Weekly meetings will be held to review overall status, schedule, and open issues noted in the status report.

As the implementation experts, SpryPoint agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the project schedule and which issues/tasks are not. For issues that are not on the critical path the **SpryPoint** Project Manager will monitor these to ensure that these do not become critical path issues/tasks.

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Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every week	Zoom & Google docs or PDF	Both PMs, **Client** Core Team Meetings, **SpryPoint** Project Team (as required)
Project Status Reports	Weekly	Google docs or Pdf	N/A
Updates to the project plan	Weekly	Kantata	N/A
PM Status meeting	Weekly	Zoom	**SpryPoint** PM, **Client** PM
Executive Steering Committee	Monthly	Zoom	**SpryPoint** PM, **Client** PM, **SpryPoint** Executive Sponsor, **Client** Executive Sponsor
RAID Log	Weekly	Google Sheet or another approved tool	N/A

With the understanding that both **SpryPoint** and the **Client** are working jointly to achieve the best project outcome, the table above outlines the standard agreement for communications. If major project events occur, or at a critical point in the Project that requires additional communications, updates, or meetings, both parties can mutually agree to the additional activities at no extra cost to the **Client.**

4.1.3. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default response period of 5 business days for any issues involving the Project. While this will be the default time, either party can proactively ask for a longer time, if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate

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any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

4.1.4. Agreed Severity Definitions

During the implementation the following definition will be used to define the Severity of issues. In addition, issues will also be categorized as Go-Live Required or Post Go-Live.

Severity Level	Example
1 – Urgent	• Client's business is not operational due to significant performance Issues or Outage, creating a substantial financial or customer Impact. • Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional for which there is no immediate work around. • Urgent Issues have top priority until resolved. Examples of Severity 1 Issues include: • Outage • Unresponsive key function such as billing calculation or processing
2 – Critical	• Client's business is operational but the ability to perform business functions is severely Impacted. • Critical business function(s) is partially operational or operational by use of a short-term workaround. • A critical business function(s) is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 Issues include: • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly
3 – Restricted Use	• The Service(s) is experiencing an Issue that can be worked around but is Impacting client's efficient use of the Service(s). The Client is operational but with reduced efficiency. Examples of Severity 3 Issues include: • Single account Issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance Impacting defect
4 – Not Urgent	• The Service(s) is fully functional but may contain a cosmetic flaw or misspelling. • There is no operational, financial, or customer Impact. Examples of Severity 4 Issues include: • A button is out of alignment on the user interface

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	• Question regarding configuration or functionality • General inquiries

4.1.5. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestone schedule is below in Section 7 Milestone Schedule.

On a monthly basis, as deliverables are completed the **SpryPoint** Project Manager will work with the Client PM to ensure the deliverable(s) have been completed per the terms of this statement of work. At month end the **SpryPoint** PM will compile a list of all completed milestones that will be invoiced and submit the list to the **Client** for awareness. All completed milestones and any completed travel will be invoiced to the **Client** on one invoice.

4.1.6. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("the Change"). All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will include the following:

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated with the Change.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint** and the **Client** before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.

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- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

4.1.7. Issues and Risk Management (RAID Log)

The following procedure will be used to manage Project issues and risks:

- Identify and document all concerns
- Assess the impact and prioritize the impact to the Project
- Assign responsibility to resolve the issue or risk
- Monitor and report progress on the issue or risk
- Communicate issue resolution

All project team members from both SpryPoint and the Client are required to add and update issues on the RAID log. As part of the PM Meetings Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted. Note: the RAID Log will be review based on the frequency defined in Section 4.1.2 Project Communications & Tools.

4.1.8. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

Escalation Path	SpryPoint	Client
Level 5	CEO	Director of Utilities
Level 4	Executive Sponsor	Executive Steering Committee
Level 3	Director Client Solutions	Project Executive

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Level 2	Project Manager	Project Manager
Level 1	Solution Architect	Core Team Members

4.1.9. Project Working Times

4.1.9.1. Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions and/or any time will be completed Monday through Friday, when working remotely. If work is being completed onsite, all meeting times will be scheduled Tuesday through Thursday, with Monday and Friday being a travel day for the **SpryPoint** project team. In the event scheduled project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties and scheduled a minimum of three (3) weeks in advance.

4.1.9.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party's holiday schedule. However, depending on where the project is and go-live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

SpryPoint Observed Holidays

Holiday	2026	2027
New Year's Day	January 1	January 1
Islander Day/Family Day	February 16	February 15
Good Friday	April 3	March 26
Victoria Day	May 18	May 24
Canada Day	July 1	July 1
Civic Holiday	August 3	August 2
Labor Day	September 7	September 6

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Holiday	2026	2027
National Day of Truth & Reconciliation	September 30	September 30
Thanksgiving	October 12	October 11
Remembrance Day	November 11	November 11
Christmas Day	December 25	December 25
Boxing Day	December 26	December 26

*** Note: this calendar is subject to change based on company policies*

Client Observed Holidays

Holiday	2026	2027
New Year's Day	January 1	January 1
MLK Day	January 19	January 18
Memorial Day	May 25	May 31
Independence Day	July 4	July 4
Labor Day	September 7	September 6
Thanksgiving	November 26	November 25
Day after Thanksgiving	November 27	November 26
Christmas Eve	December 24	December 24
Christmas Day	December 25	December 25

4.1.10. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Project Sponsors. This review will take place monthly via a Zoom meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to

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ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month's Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

- Work accomplishments from the previous month and planned work accomplishments for the upcoming month.
- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided, if the percent complete is different than what was expected from the prior month.
- The current Risk Management Plan will be included, and risk status will be reviewed, based on priority of risks.
- The Project Plan will be included and reviewed for any areas of concern or material change to the project.

4.1.11. Project Management Reoccurring Deliverables

During the project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following recurring deliverables:

Communication Method	Description
Shared Project Folders	Via the use of Google Drive,
Project Status Reports	A monthly report that summarizes project status, upcoming activities, risks, etc.
Updates to the project plan	Updates to the baseline Project schedule are performed on a weekly basis. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window. It should be noted that during the project SpryPoint uses a tool called Kantata to maintain the project schedule.

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Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
RAID Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path. In addition, the document should include and be a source of information for risks, actions and critical decisions.

5. Staffing Requirements

5.1.1. Client Staffing Requirements

Role Name	Responsibilities
Executive Sponsor	• Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager	• Provide input into project schedule • Approve any scope changes • Approve milestones and invoicing • Participate in sessions as required • Work with SpryPoint PM to provide input into project documents such as status reports, Exec Sponsor meetings, etc • Act as an escalate point if required • Assist in maintaining stakeholder registry • Assist in collecting background documentation • Assist in coordinating client logistics for meeting • Participate in scheduled meetings • Identify any areas of concern from internal resources

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Role Name	Responsibilities
Functional Leads (Required for each area of business)	• Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Participate in configuration review sessions • Provide input and feedback on configuration • Participate in Business Process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve, identify pain points • Participate in reviewing, updating or test scripts. • Execute test scripts • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute assigned tasks from the Project Manager • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

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Role Name	Responsibilities
Subject Matter Expert (Required for each area of the business)	• Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Provide insight into how data is used • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute assigned tasks from the Project Manager • Provide insight into how data is used • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Test and validate converted data • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute assigned tasks from the Project Manager • Participate in data review sessions • Provide fixes for data extraction routines • Support mock go live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

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Role Name	Responsibilities
Technical Project Lead	• Review project deliverables and ensure functional area understands the various deliverables and their accountability • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Track and coordinate IT's project assignments as assigned by Project Manager • Participate in configuration review sessions • Provide input and feedback on configuration • Participate in Business Process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Work on integrations (if applicable, i.e., Client is completing own coding) • Participate in configuration review sessions as required • Participate in creation of test scripts for integration testing • Ensure test systems for third party systems are available • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Track and coordinate IT's project assignments as assigned by Project Manager • Support mock go-live activities • Act as a liaison with third party systems • Support cutover activities • Track and coordinate IT's project assignments as assigned by Project Manager Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

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Role Name	Responsibilities
Business Analyst	• Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Gather documentation on current state • Assist with understanding current and future state reporting and KPI requirements • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute assigned tasks from the Project Manager • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute assigned tasks from the Project Manager • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

5.1.2. SpryPoint Staffing Requirements

Role Name	Responsibilities
Executive Sponsor	• Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point

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Role Name	Responsibilities
	• Support the message of change throughout the project team and organization • Approve any scope changes
Project Manager	• Provide input into project schedule • Work with Client PM on scheduling resources/meetings • Ensure project tasks are assigned and completed • Approve milestones and invoicing • Ensure internal project deliverables align with SpryPoint project • Participate in sessions as required • Work with Client PM to compile project documents such as status reports, Exec Sponsor meetings, etc. • Work with SpryPoint PM to maintain and update issues logs and risk logs • Act as an escalation point if required • Assist in maintaining stakeholder registry • Assist in coordinating client logistics for meeting • Maintain the SpryPoint project schedule • Assist in identifying any areas of concern from internal resources • Assist with other recommendations as needed
Solution Architect	• Responsible for overall solution quality • Ensures effective use of solution(s) through use of recommend best practices • Maps solution to Client desired future state business processes • Identify and make recommendations on business areas where there are opportunities to improve or solve pain points • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
Implementation Specialist(s)	• Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration

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Role Name	Responsibilities
	• Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Participate in reviewing, updating or test scripts. • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
Technical Lead/Integration Lead	• Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions, and oversight for area of responsibility. • Provide oversight on timelines for any internal and/or third-party integration work • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve or solve pain points • Review and provide feedback on documentation Plan and execute on assigned tasks from the Project Manager
Technical Data Conversion Expert	• Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Participate in data review sessions • Provide fixes for data extraction routines • Participate in mock go live • Participate in cutover activities

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Role Name	Responsibilities
	• Provide feedback, data queries, etc. as required to support post live activities

5.1.3. SpryPoint Named Resources

Role	Resource Name	SpryPoint Team Organization
Executive Sponsor	Judy Wells	SpryPoint
Project Manager	Michael Saysomsack	WCG
Project Coordinator	TBD	SpryPoint
Sr Solution Architect	TBD	SpryPoint
Solution Architect	Keith VanKlompenberg	WCG
Implementation Specialist(s)	Kelly Rourk TBD	WCG SpryPoint
Technical Lead	TBD	SpryPoint
Data Conversion Engineer	TBD	SpryPoint

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6. Deliverables, Acceptance Criteria, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the **Client** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each project deliverable. The following key will be used for each RACI to explain the level of engagement required.

- **R** = Responsible – Assigned to complete the task/i.e., this person/role will have work to do;
- **A** = Accountable – Has final decision-making authority and accountability for completion; this person/role will ensure the work gets done. They may or may not be doing work but need to make sure the work gets done;
- **C** = Consulted – provides input into a task and/or consulted before a decision or action;
- **I** – Informed – Must be informed after a decision or action

Note: If there is an A assigned with no R, the Accountable individual is also Responsible

No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0001	Initiation	Mobilize Project Team	• Project team member names & roles provided to Client.	A	R	R	I					

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0002	Initiation	Mobilize Client Project Team	• Client team member names & roles provide to SpryPoint					A	R	I	I	C
D0003	Initiation	Pre-Project Kickoff	• Project Manager introduction call	A			I	R				I
D0004	Initiation	Prepare project infrastructure	• Project Managers can access agreed project infrastructure • SFTP site set up for data conversion, 1 Client resource has confirmed access	A				R				
D0005	Initiation	Data Strategy	• Data Strategy document delivered to Client	R	A			C	C			
D0006	Initiation	Data Review	• Completion of data review	I		A		C	R			
D0007	Initiation	Environment Setup	• Environment previsioned per contract • 1 Client team member can access each environment	A		R		C				
D0008	Initiation	Foundation Training	• Training agendas provided to Client • Training delivered to Client & Client Members	C		A		C	R			

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0009	Initiation	Analysis Workshop Preparation	• Analysis workshops schedule agreed to with Client • Analysis workshop agendas provided to Client	A	C	C		R	C			
D0009a	Initiation	Initial Project Schedule	• Initial project schedule reviewed, updated as necessary, and aligned to with Client	A	C	C		R	C			
D0010	Initiation	Workshop questionnaires	• Workshop questionnaires prepopulated • Workshop questionnaires delivered to Client	A	R	R		I				
D0011	Initiation	Workshop Questionnaires Completed	• Complete workshop questionnaires • Workshop questionnaires returned to SpryPoint	C				A	R			
D0012	Analysis	Project Kickoff	• Meeting agenda & presentation • Kickoff delivered to Client project team	A		C	C	C	C	I	I	C
D0013	Analysis	Analysis Workshops - SpryCIS	• Analysis workshops held per the provided agendas • Client participated in workshops	R	A	R		R	R			I

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SryPoint				Client				
D0014	Analysis	Analysis Workshops – SpryEngage & IDM	• Analysis workshops held per the provided agendas • Client participated in workshops	R	A	R		R	R			I
D0015	Analysis	Analysis Workshops - SpryMobile	• Analysis workshops held per the provided agendas • Client participated in workshops	R	A	R		R	R			I
D0016	Analysis	Solution Design Report (SpryCIS, SpryEngage, IDM, SpryMobile)	• Report delivered to Client	R	A	R		C	C			I
D0017	Analysis	Solution Design Report (SpryCIS, SpryEngage, IDM, SpryMobile) Sign Off	• Client review report and provided feedback • SpryPoint updates document • Client signs off on report	R	A	A		C	R			
D0018	Analysis	Analysis Workshops - SpryBackflow	• Analysis workshops held per the provided agendas • Client participated in workshops	R	A	R		R	R			I
D0019	Analysis	Solution Design Report Delivery (SpryBackflow)	• Report delivered to Client	R	A	R		C	C			I

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0020	Analysis	Solution Design Report Sign Off (SpyrBackflow)	• Client review report and provided feedback • SpryPoint updates document • Client signs off on report	R	A	A		C	R			
D0021	Analysis	Data Mapping	• SpryPoint presents data mapping template to Client • Client completes data mapping template • SpryPoint answers questions for Client as required to fill out data mapping template	A		R		C	R			
D0022	Analysis	Report & Dashboard Plan	• Review reporting needs • Document delivered to Client	A	R	R		C	R			
D0023	Analysis	Test Plan	• Document delivered to Client • Client signs off on document	A		R		R	C			
D0024	Analysis	Training Plan	• Document delivered to Client • Client signs off on document	A		R		R	C			
D0025	Analysis	User Roles & Permission Documentation	• Document delivered to Client •	A		R		I				

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0026	Assembly	OCM Plan	• OCM Plan delivered to Client • Client signs off on plan.	A		R		R	C			
D0028	Assembly 1	Initial System Configuration(s) - CIS	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration • Initial configuration completed in Production System • Initial configuration reviewed with Client	R	A	R		C	R			
D0029	Assembly 1	Data Conversion Iteration 1.0 - Export	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			
D0030	Assembly 1	Data Conversion Iteration 1.0 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client • SpryPoint delivered Data Acceptance Checklist Template	I	R	A		I				
D0031	Assembly 1	Data Acceptance Testing 1.0	• Client populates Data Acceptance Checklist Template • Client completes data acceptance testing	I		C		A	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0032	Assembly 1	Functional Test Cases	• Deliver to Client the out of the box test scripts to support functional testing (via Test Rail)	A		R		I				
D0033	Assembly 1	Functional Test Case Updates	• Update Test Scripts and push to Members via Test Rail	I		C		A	R			
D0034	Assembly	Initial Configuration SpryBackflow	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration • Configuration Reviews in Staging Environment • Initial configuration reviewed with Client	R	A	R		C	R			
D0035	Assembly	Initial Configuration SpryChat	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration • Configuration Reviews in Staging Environment • Initial configuration reviewed with Client	R	A	R		C	R			
D0035A	Assembly	SpryBackflow Data Conversion (Export)	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0035B	Assembly	SpryBackflow Data Conversion (Import)	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client • SpryPoint delivered Data Acceptance Checklist Template	I	R	A		I				
D0035C	Assembly	SpryBackflow Data Acceptance Testing	• Client populates Data Acceptance Checklist Template • Client completes data acceptance testing	I		C		A	R			
D0036	Assembly 2	Core Team Training	• Provide training agendas and material • Deliver training to Client Core Team • Client Core Team participates in training	R		A		R	R			
D0036B	Assembly	SpryBackflow Core Team Training	• Provide training agendas and material • Deliver training to Client Core Team • Client Core Team participates in training	R		A		R	R			
D0037	Assembly	Assign User Roles & Permissions	• Associate user ids with security roles	I		C		A	R			
D0038	Assembly 2	Functional Testing R1	• Execute Functional testing • Updated RAID Log	R	R	R		A	R			

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0039	Assembly 2	SpryCIS Configuration Updates	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Initial configuration completed in Production System	C	A	R		C	C			
D0040	Assembly 2	Initial Configuration SpryMobile	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration • Initial configuration completed in Production System • Initial configuration reviewed with Client	R	A	R		C	R			
D0041	Assembly2	Initial Configuration SpryEngage & IDM	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration • Configuration Reviews in Staging Environment • Initial configuration reviewed with Client	R	A	R		C	R			
D0042	Assembly 2	Configuration SpryBackflow Configuration Updates	• Update Configuration documentation (as required) • Configuration workshops as required to support initial configuration	R	A	R		C	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SryPoint				Client				
			• Configuration Reviews in Staging Environment • Initial configuration reviewed with Client									
D0043	Assembly 2	Data Conversion Iteration 1.1 - Export	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			
D0044	Assembly 2	Data Conversion Iteration 1.1 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	I	R	A		I				
D0044A	Assembly 2	Data Acceptance Testing 1.1	• Client populates Data Acceptance Checklist Template • Client completes data acceptance testing	I		C		A	R			
D0045	Assembly 2	Bill Statement Mockup	• Initial Requirements Session • Draft/Mockup Bill Statement Ready for Client Review in Staging Environment	A	R			R	R			
D0046	Assembly 2	Collection Letter(s) Mockup	• Initial Requirements Session • Draft/Mock Up Collection Letter(s) ready for Client Review in Staging Environment	A	R			R	R			

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0047	Assembly 3	Data Conversion Iteration 2.0 - Export	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			
D0048	Assembly 3	Data Conversion Iteration 2.0 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	I	R	A		I				
D0049	Assembly 3	Data Acceptance Testing 2.0	• Client populates Data Acceptance Checklist Template • Client completes data acceptance testing	I		C		A	R			
D0050	Assembly 3	Functional Testing R2	• Execute Functional testing • Updated RAID Log • Client signs off on Functional Testing	R	R	R		A	R			
D0051	Assembly 3	Bill Validation Testing R1	• Complete Bill Validation Activities • Bill Validation report delivered to client • Update RAID log • Signoff Bill Validation R1	A	C	R		R	R			
D0052	Assembly 3	Configuration Updates - SpryCIS	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates	C	A	R		C	C			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SryPoint				Client				
			• Configuration updates completed in Production System									
D0053	Assembly 3	Configuration Updates - SpryMobile	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Configuration updates completed in Production System	R	A	R		C	R			
D0054	Assembly 3	Configuration Updates – SpryEngage & IDM	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Configuration updates completed in Production System	R	A	R		C	R			
D0116	Assembly 3	Configuration Finalized – SpryBackflow	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Configuration updates completed in Production System	R	A	R		C	R			
D0055	Assembly 3	Integration Test Cases	• Deliver to Client the out of the box test scripts to support integration testing	A		R		I				

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0056	Assembly 3	Integration Test Cases Updates	• Update integration test scripts to support Client's specific details	I		C		A	R			
D0057	Assembly 3	Bill Statement Testing	• Bill statement in staging environment • Client executes testing • Client provides feedback and finalizes requirements	A		R		R	R			C
D0058	Assembly 3	Collection Letter Testing	• Collection Letter(s) in staging environment • Client executes testing • Client provides feedback and finalizes requirements	A		R		R	R			C
D0059	Assembly 4	Data Conversion Iteration 2.1 - Export	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			
D0060	Assembly 4	Data Conversion Iteration 2.1 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	I	R	A		I				
D0061	Assembly 4	Integration Testing R1	• Integration Functional testing • Updated RAID Log	R	R	R		A	R			

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0062	Assembly 4	Bill Validation Testing R2	• Execute fixes from previous testing • Complete Bill Validation Activities • Bill Validation report delivered to client • Update RAID log • Signoff Bill Validation R2	A	C	R		R	R			
D0063	Assembly 5	Data Conversion Iteration 2.2 - Export	• Develop/update extraction routines • Provide the required conversion report	R		A		I	C			
D0064	Assembly 5	Data Conversion Iteration 2.2 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	I	R	A		I				
D0065	Assembly 5	Integration Testing R2	• Execute Integration testing • Updated RAID Log • Client signs off on Integration Testing	R	R	R		A	R			
D0066	Assembly 5	Bill Validation Testing R3	• Complete/confirm fixes from previous testing • Complete Bill Validation Activities • Bill Validation report delivered to client • Update RAID log • Signoff Bill Validation R1	A	C	R		R	R			
D0067	Assembly 5	Bill Statement Final	• Bill statement in staging environment • Client executes testing	A		R		R	R			I

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			• Client signs off on statement									
D0068	Assembly 5	Collection Letter(s) Final Testing	• Collection Letter(s) in staging environment • Client executes testing • Client signs off on collection letter(s)	A		R		R	R			I
D0069	Assembly 5	Configuration Finalized - SpryCIS	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Initial configuration completed in Production System • Review with Client	C	A	R		C	C			
D0070	Assembly 5	Configuration Finalized - SpryMobile	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Initial configuration completed in Production System • Review with Client	R	A	R		C	R			
D0071	Assembly 5	Configuration Finalized – SpryEngage & IDM	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates	R	A	R		C	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SryPoint				Client				
			• Initial configuration completed in Production System • Review with Client									
D0072	Assembly 5	Configuration Finalized – SpryChat	• Update Configuration documentation (as required) • Configuration workshops as required to support configuration updates • Initial configuration completed in Production System • Review with Client	R	A	R		C	R			
D0073	Assembly 5	Data Archive Extraction	• Meeting to discuss data requirements and formats • Client provides extracted data	A		R		R	R			
D0074	Assembly 5	Data Archive Import (Test)	• Develop/Update data import routines • Load iteration data in staging environment • Data Archive Solution configured and ready for client testing	A		R		I				
D0075	Assembly 5	User Acceptance Test Cases	• Deliver to Client the out of the box test scripts to support user acceptance testing	A		R		I				

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No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0076	Assembly 5	User Acceptance Test Cases Updates	• Update User Acceptance test scripts to support Client's specific details	I		C		A	R			
D0077	Validation 1	Reports & Dashboards Group 1	• Group 1 reports & dashboards loaded in staging environment	A		R		I				
D0078	Validation 1	Reports & Dashboards Group 2	• Group 2 reports & dashboards loaded in staging environment	A		R		I				
D0079	Validation 1	Data Conversion Iteration 3.0 - Export	• Develop/update extraction routines • Provide the required conversion report	I				A	R			
D0080	Validation 1	Data Conversion Iteration 3.0 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	R		A		I	C			
D0081	Validation 1	Tester Training	• Provide training agendas and material • Deliver training to Client Testing Team • Client Core Team participates in training	R		A		R	R	R		
D0082	Validation 1	User Acceptance Testing R1	• Client Executes User Acceptance testing • SpryPoint provides support	R	R	R		A	R	R		

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EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SryPoint				Client				
			• Updated RAID Log									
D0083	Validation 2	Data Conversion Iteration 3.1 - Export	• Develop/update extraction routines • Provide the required conversion report	I				A	R			
D0084	Validation 2	Data Conversion Iteration 3.1 - Import	• Develop/Update conversion routes • Data loaded into staging environment • Conversion reports delivered to Client	R		A		I	C			
D0085	Validation 2	User Acceptance Testing R2	• Client Executes User Acceptance testing • SryPoint provides support • Updated RAID Log	R	R	R		A	R	R		
D0086	Validation 2	Client Driven Solution Walkthrough	• Client delivers solution walkthrough • SryPoint signs off on walkthrough	R	R			A	R			
D0026A	Validation 2	OCM Plan Updates	• Updated OCM Plan delivered to Client • Client signs off on plan.	A		R		R	C			
D0087	Deployment	Go Live Plan (Initial)	• Go Live Plan delivered to Client • Client reviewed and provided input • Updated Go Live Plan	A	R	R		R	R			

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EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0088	Deployment	SpryPoint Internal Go/No Go Decision	• Go/No Go Presentation prepared • Go/No Go meeting held • Decision documented and shared	A	R	R	R	I	I			I
D0089	Deployment	SpryPoint/Client Go/No Go Decision	• Go/No Go Presentation prepared • Go/No Go meeting held • Decision documented and shared	A	R	R	R	R	R	R	R	R
D0090	Deployment	End User Training Group 1	• Training schedule and agenda provided • Training material provided • Training delivered per training schedule	C		R		R	R	R	R	
D0091	Deployment	End User Training Group 2	• Training schedule and agenda provided • Training material provided • Training delivered per training schedule	C		R		R	R	R	R	
D0092	Deployment	End User Training Group 3	• Training schedule and agenda provided • Training material provided • Training delivered per training schedule	C		R		R	R	R	R	
D0093	Deployment	SpryBackflow End User Training	• Training schedule and agenda provided • Training material provided • Training delivered per training schedule	C		R		R	R	R	R	

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EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0095	Deployment	Practice Sessions for Trained End Users	• Client develops practice session schedule • Users participate in practice session	I				A	R	R	R	
D0096	Deployment	Mock Go Live 1	• Mock go live schedule determined • Mock go live executed • Mock go live results reviewed • Client signs off on mock go live	A	R	R		R	R			
D0097	Deployment	Go Live Plan - Updates	• Go Live Plan updated with information from Mock Go Live 1 • Client reviewed and provided input	A	R	R		R	R			
D0098	Deployment	Mock Go Live 2	• Mock go live schedule determined • Mock go live executed • Mock go live results reviewed • Client signs off on mock go live	A	R	R		R	R			
D0099	Deployment	Go Live Plan - Finalized	• Go Live Plan updated with information from Mock Go Live 2 • Client reviewed and provided input	A	R	R		R	R			
D0100	Deployment	Final Data Conversion Exports	• Run data exports • Create & deliver required reports • Load data on SFTP site & notify SpryPoint	I				A	R			

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EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
D0101	Deployment	Data Conversion 4.0	• Run data imports • Create & deliver data conversion validation reports • Load data in production environment • Client signs off on data	A		R		R	R			
D0102	Deployment	Go Live	• SpryPoint & Client complete activities per the go live plan • Client signs off on go live	A	R	R	I	R	R		I	C
D0103	Operation	Initial Post Go Live Support Plan	• Post Go Live Support Plan delivered to Client for review	A	R			R				
D0104	Operation	Data Archive Extraction - Live	• Client provides extracted data	A		R		I				
D0105	Operation	Data Archive Import - Live	• Import Data Archive information • Data Archive Solution configured and ready for client in Production	A		R		I				
D0106	Operation	Post Go Live Support Month 1	• Client Executing business in Production • Completed month end • Updated and prioritized RAID log	A	R	R		R	R		I	

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EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	SpryPoint				Client				
				Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			• Updated Post Go Live Support Plan									
D0107	Operation	Post Go Live Support Month 2	• Client Executing business in Production • Completed month end • Updated and prioritized RAID log • Updated Post Go Live Support Plan	A	R	R		R	R		I	
D0108	Operation	Post Go Live Support Month 3	• Client Executing business in Production • Completed month end • Updated and prioritized RAID log	A	R	R		R	R		I	
D0109	Operation	Transition to Client Success	• Meeting scheduled with Client • Meeting held with Client, Client Success Team and SpryPoint Project Manager	A	I		I	R	R			I
D0110	Operation	Finalized RAID Log	• Review of the finalized RAID log with Client • Client signs off on finalized RAID Log	A	R			R	R			
D0111	Operation	Refresher Training	• Training agenda provided to Client • Training delivered to Client	A		R		R	R		R	
D0113	Operation	Project Close Out	• Project Close Out documents delivered to Client	A			I	R				I

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			• Client signs off on project close out documents									
D0115	Deployment	SpryBackflow Go-Live Data Conversion	• Run data imports • Create & deliver data conversion validation reports • Load data in production environment • Client signs off on data	A		R		R	RD			

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7. Milestone Payment Schedule

All prices are in USD

Milestone Schedule				
Milestone	**Phase**	**Milestone Name**		**Total Amount**
PI001	Initiation	Environment Deployment	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0004 -D0007	$1,600.00
PI002	Initiation	Foundation Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0008	$8,000.00
PI003	Initiation	Data Review & Data Strategy	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0005 - D0006	$3,200.00
AN001	Analysis	Project Kickoff	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0001 -D0002 -D0003 -D0009 -D0009a	$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			-D0010 -D0012	
AN002	Analysis	Analysis Workshops - SpryCIS	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0011 -D0013	$16,000.00
AN003	Analysis	Analysis Workshops - SpryEngage & IDM	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0014	$8,000.00
AN004	Analysis	Analysis Workshops - SpryMobile	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0015	$6,400.00
AN006	Analysis	Solution Design Report Delivery (SpryCIS, SpryEngage, SpryIDM SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0016	$8,000.00
AN007	Analysis	Solution Design Report Sign Off (SpryCIS, SpryEngage, SpryIDM, SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0017	$4,800.00
AN008	Analysis	Data Conversion Mapping	The amount will be invoiced with the following	$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0021	
AN009	Analysis	Report & Dashboard Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0022	$4,800.00
AN010	Analysis	Training Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0024	$1,600.00
AN011	Analysis	Testing Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0023	$3,200.00
AN012	Analysis	User Roles & Permission Documentation	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0025 -D0037	$1,600.00
AN013	Analysis	Analysis Workshops - SpryBackflow	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	$1,600.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0018	
AN014	Analysis	Solution Design Report Delivery (SpryBackflow)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0019	$1,600.00
AN015	Analysis	Solution Design Report Sign Off (SpryBackflow)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0020	$1,600.00
AS001	Assembly	Configuration - Initial SpryCIS Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0028	$32,000.00
AS002	Assembly	Data Iteration 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0029 -D0030 -D0031	$9,400.00
AS003	Assembly	Bill Statement Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0045	$6,400.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
AS004	Assembly	Functional Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0032 -D0033	$3,200.00
AS005	Assembly	Configuration - SpryCIS Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0039 -D0052	$16,000.00
AS006	Assembly	Configuration - Initial SpryEngage, IDM, SpryChat Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0041 -D0035	$16,000.00
AS039	Assembly	Configuration - Initial SpryBackflow Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0034	$8,000.00
AS007	Assembly	Configuration - SpryEngage & IDM Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0054	$8,000.00
AS008	Assembly	Configuration - Initial SpryMobile Configuration	The amount will be invoiced with the following	$16,000.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0040	
AS009	Assembly	Data Iteration 1.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0043 -D0044 -D0044A	$8,000.00
AS010	Validation	Reports & Dashboards Group 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0077	$24,800.00
AS011	Validation	Reports & Dashboards Group 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0078	$24,800.00
AS014	Assembly	Core Team Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0036	$10,400.00
AS015	Assembly	Functional Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	$16,000.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0038	
AS016	Assembly	Data Iteration 2.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0047 -D0048 -D0049	$9,000.00
AS017	Assembly	Functional Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0050	$16,000.00
AS018	Assembly	Bill Statement Test	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0057	$3,200.00
AS019	Assembly	Configuration - SpryMobile Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0053	$8,000.00
AS020	Assembly	Bill Validation Testing Round 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0051	$10,400.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
AS021	Assembly	Integration Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0055 -D0056	$3,200.00
AS022	Assembly	Data Iteration 2.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0059 -D0060	$8,000.00
AS023	Assembly	Integration Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0061	$10,400.00
AS024	Assembly	Bill Validation Testing Round 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0062	$8,000.00
AS025	Assembly	Configuration - SpryCIS Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0069	$12,800.00
AS026	Assembly	Configuration - SpryEngage & IDM Configuration Finalized	The amount will be invoiced with the following deliverables meet their	$8,000.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			acceptance criteria as defined in the SOW Section 6: -D0071	
AS036	Assembly	Configuration - SpryChat Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0072	$3,200.00
AS027	Assembly	Configuration - SpryMobile Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0070	$8,000.00
AS029	Assembly	Data Iteration 2.2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0063 -D0064	$6,400.00
AS030	Assembly	Data Archive (Test)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0073 -D0074	$3,200.00
AS031	Assembly	Bill Statement Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	$4,800.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0067	
AS032	Assembly	Integration Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0065	$8,000.00
AS033	Assembly	Bill Validation Testing Round 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0066	$8,000.00
AS034	Assembly	User Acceptance Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0075 -D0076	$3,200.00
AS037	Assembly	Collection Letter(s) Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0046	$6,400.00
AS038	Assembly	Collection Letter(s) Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0058 -D0068	$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
VA001	Validation	Data Iteration 3.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0079 -D0080	$4,800.00
VA002	Validation	Tester Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0081	$8,000.00
VA003	Validation	User Acceptance Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0082	$8,000.00
VA004	Validation	Data Iteration 3.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0083 -D0084	$4,800.00
VA005	Validation	User Acceptance Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0085	$8,000.00
VA006	Validation	Client Driven System Walkthrough	The amount will be invoiced with the following deliverables meet their	$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			acceptance criteria as defined in the SOW Section 6: -D0086	
DP001	Deployment	Mock Go-Live 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0087 -D0096	$16,000.00
DP002	Deployment	Data Archive (Live)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0104 -D0105	$3,200.00
DP003	Deployment	End User Training 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0090	$8,000.00
DP004	Deployment	End User Training 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0091	$2,400.00
DP005	Deployment	End User Training 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6:	$2,400.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			-D0092 -D0095	
DP010	Deployment	SpryBackflow End User Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0093	$1,600.00
DP006	Deployment	Data Iteration 4	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0100 -D0101	$2,400.00
DP007	Deployment	Go-Live	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0088 -D0089 -D0099 -D0102 -D0103	$32,000.00
DP009	Deployment	Mock Go-Live 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0097 -D0098	$16,000.00
OP001	Operation	Post Go-Live Support Month 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as	$62,000.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			defined in the SOW Section 6: -D0106	
OP002	Operation	Post Go-Live Support Month 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0107	$29,200.00
OP003	Operation	Post Go-Live Support Month 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0108 -D0109 -D0110 -D0111	$8,000.00
OP004	Operation	Project Close Out	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0113	$4,800.00
OCM001	Assembly	OCM Plan	Complete the following deliverables: -D0026	$8,000.00
OCM002	Validation	OCM Plan Updates	Complete the following deliverables: -D0026A	$8,000.00
IN001	Assembly	Integration - JD Edwards ERP (GL & AP)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT01	$9,600.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
IN002	Assembly	Integration - Badger (Meter Reading File Import)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT2	$6,400.00
IN002A	Assembly	Integration - Badger with SpryIDM	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT2	$9,600.00
IN003	Assembly	Payment Processor (Paymentus)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT3	$0.00
IN004	Assembly	Integration - Various Payment Import Files (Elavon, Checkfree, Vanco, Check 21)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT4	$12,800.00
IN005	Assembly	Integration - OpenGov (Work Orders & Asset Management)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT5	$32,000.00
IN006	Assembly	Integration - Esri (GIS)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client	$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			staging environment: -SOW Deliverable INT6	
IN007	Assembly	Integration - Data Prose (Bill Print)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT7	$12,800.00
IN008	Assembly	Integration - Access Receivables (Collection Agecncy)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT8	$4,800.00
IN009	Assembly	Integration - Selectron IVR	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT9	$4,800.00
IN010	Assembly	Integration - Accela (Permitting)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT10	$12,800.00
IN011	Assembly	Integration - Single Sign-On	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT11	$3,200.00
PM001	Project Management	Project Management 1	Payment Due with Environment Deployment (Milestone PI001)	$21,000.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
PM002	Project Management	Project Management 2	Payment Due with Project Kickoff (Milestone AN001)	$21,000.00
PM003	Project Management	Project Management 3	Payment Due on Signoff of Solution Design Report (Milestone AN006)	$21,000.00
PM004	Project Management	Project Management 4	Payment Due on the Completion of Functional Testing (Milestone AS017)	$21,000.00
PM005	Project Management	Project Management 5	Payment Due on the Completion of Integration Testing (Milestone AS032)	$21,000.00
PM006	Project Management	Project Management 6	Payment Due on the Completion of User Acceptance Testing (Milestone VA005)	$21,000.00
PM007	Project Management	Project Management 7	Payment Due on Go Live (Milestone DP007)	$21,000.00
PM008	Project Management	Project Management 8	Payment Due on Project Close Out (Milestone OP004)	$21,000.00
AS040	Assembly	SpryBackflow Data Conversion (Export & Test Import)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0035A -D0035B -D0035C	$4,800.00
AS041	Assembly	SpryBackflow Core Team Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0036B	$2,400.00
DP011	Deployment	SpryBackflow Go-Live Data Conversion	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	$1,600.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0115	
AS042	Assembly	Configuration - SpryBackflow Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0042	$6,400.00
AS043	Assembly	Configuration - SpryBackflow Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0116	$3,200.00
Total				$968,000.00

8. Travel

SpryPoint estimates that the Project will require twenty-four (24) "Travel Events". A "Travel Event" is defined as an activity whereby an individual member of SpryPoint's staff travels to the Client's location to conduct Project related activities for the agreed to number of consecutive days. For clarity, if multiple members of SpryPoint's staff travel to the Client's location each SpryPoint staff member's travel will constitute a separate Travel Event regardless of whether the travel is concurrent.

All Travel Events are subject to Client's written approval. If Client cancels an already approved Travel Event, Client is responsible for reimbursement of any expenses, including any fees resulting from such cancellation, that are incurred by SpryPoint up to and until the time that SpryPoint has received written notice of cancellation.

Reimbursable Travel Event expenses include but are not limited to:

- $75 per diem for meals (no receipts provided)
- airfare (receipts provided)
- hotel (receipts provided)
- parking (receipts provided)
- car rental (receipts provided)
- taxi (receipts provided)

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- mileage (receipts provided)
- tolls (receipts provided)
- WIFI/internet fees (receipts provided)

For Client's budgetary planning purposes, SpryPoint estimates that the above referenced Travel Events will total approximately $87,000 USD and will be billed as incurred.

Recommended Travel Events

Activity	Number of Travel Events per Activity
Project Manager	3
Analysis Workshops	4
Training	5
Testing	6
Go Live	6
Total	24

9. Out of Scope

The following items are considered out of scope:

- **SpryPoint** is not responsible for training the Client on prerequisite education such as basic PC skills and fundamental business process knowledge
- If new employees are hired after SpryPoint has provided training; training for this new individual(s) is considered out of scope.
- Rate changes introduced after the start of user acceptance testing is considered out of scope.

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10. Appendices

10.1. Project Implementation Details

10.1.1. Initiation

Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. At the start of the project, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW. The following activities will occur as part of Project Initiation

Initiation – Project Start Up

D0001, D0002, D0003

SpryPoint will mobilize the **SpryPoint** project team to ensure they have a strong understanding of the **Client** and the project scope. An introduction call with the will be scheduled to

- Mobilize project teams
- Complete introductions,
- Discuss the project schedule
- Agree and setup project infrastructure
- Finalize the approach for file sharing
- Discuss next steps

Initiation – Initial Project Schedule

D009A

The SpryPoint Project Manager will work with the Client Project Manager to review, update and align on the initial project schedule.

Initiation – Deploy Environments

D007

SpryPoint will deploy environment as defined in the Exhibit A – Initial SaaS Subscription Order Form. Upon deployment of the environments **SpryPoint** will setup access for Core Team, so the **Client** can connect and validate that the environments are available and ready for use.

Initiation – Provision SFTP Site for Data Transfer

D004

SpryPoint will provision an SFTP site for client data transfer. The **Client** will identify team member(s) who will require access, these team members are the resource(s) responsible for completing the data transfer.

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Initiation – Data Review

D006

Before the workshops the **Client** will provide **SpryPoint** with a copy of their data for analysis. This data analysis will provide insight into the Client and help identify areas where there may need to be additional discovery during the workshops.

Initiation – Data Strategy

D005

The data strategy document is designed to outline and explain the process used for converting the Client data during the implementation. This document will contain the following information:

- Data conversion methodology and process
- Validate roles & responsibilities
- Data iterations and requirements for each
- Estimated timeline
- Data validation process
- Balancing report(s) needs

Initiation – Data Mapping

D0021

The purpose of the Data Mapping activity is to map fields in the Client's legacy CIS system to the SpryPoint CIS system, as well as the review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the Client's conversions resource(s) to discuss this process and share the Required Fields for Conversion Template. The **Client** will be responsible to complete this template, however, **SpryPoint** will be available to answer questions.

Initiation - Workshop Questionnaires

D0010, D0011

To prepare for the Analysis Workshops, **SpryPoint** will send the **Client** a series of workshop questionnaires. The **Client** Core Team will need to validate prepopulated information and fill in any additional requested information. These should be completed and returned to **SpryPoint** no less than two (2) weeks before the scheduled workshops. These questionnaires and designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

Initiation - Foundation Training

D008

During this phase before the workshops **SpryPoint** will complete a remote instructor led training session. The purpose of this session set the stage for the Analysis workshops by introducing the core team members to the **SpryPoint** product(s), how the work as well

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as align on terminology. Client team members that will be part of the Analysis Workshops should complete this training.

10.1.2. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

Analysis – Project Kickoff

D0012

SpryPoint will conduct a formal Project Kickoff meeting with the **Client** and the Client Core Team. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint**. This will also allow the core team to answer any questions they may have for **SpryPoint**.

Analysis – Workshops

D009, D0013, D0014, D0015, D0018

Workshops are collaborative sessions designed to bring together the Client's Core Team members and any other key stakeholders and/or decision makers from across an organization to analyze and evaluate the alignment between SpryPoint Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box SpryPoint workflows and the Clients desired future state processes.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**
- Familiarize themselves with the **Client**'s legacy system and business processes using available material provided by the **Client**, personal interviews, and other such information as needed.

Analysis – Solution Design Report

D0016, D0017, D0019, D0020

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be

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updated.

Analysis – Planning Documents

D0023, D0024, D0026

During the Analysis Phase there are several documents that are created. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial account with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users.

Analysis – Reporting & Dashboards Plan

D0022

Once transactional data has started being converted, SpryPoint will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs that support the Client's future state business processes and identify any gaps.

Analysis – User Roles & Permissions

D0025, D0037

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own.

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10.1.3. Assembly

The Assembly Phases are grouped together to create several iterative building blocks designed to promote Client understanding and engagement throughout the process. This is where most of the implementation effort will be concentrated.

Assembly 1 – Initial Configuration SpryCIS

D0028, D0040, D0041, D0034, D0035

SpryPoint will create an initial pass at the configuration based on best practices to meet the desired future state. At times the **Client** may be required to meet with **SpryPoint** to attend a Configuration Workshop to answer questions related to the configuration. At times, it may be necessary for the **Client** to complete configuration homework to support the Configuration work that is being completed by **SpryPoint**.

Initial configuration for SpryCIS includes the following:

- Customer Status(s)
- Premise Status(s)
- Premise Type(s)
- Account Status(s)
- Account Type(s)
- Billing Cycle(s)
- Collections Routine(s)
- Relationship Type(s)
- Meter Configuration
- Billing Route(s)
- Service Type(s)
- Rate Schedule(s)
- Charge Type(s)
- Credit Memo Type(s)
- Global Configuration
- Measurement Type(s)
- News Item Categories
- Payment Source
- Auto Number Configuration
- Move In request Type(s)
- Move Out request Types(s)

Upon completion of the initial configuration, the system will be ready for the initial review by the Client. **SpryPoint** will turn the system over to the begin some initial review of the system.

Assembly 1 – Data Conversion 1.0

D0029, D0030, D0035A, D0035B

This is the initial data extraction and as a result is the first test of the data mapping. When this iteration of data is completed, users will be able:

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- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
    - Accounts
    - Customers
    - Premises
    - Services
    - Service Points
    - Meters
    - Service Agreements
    - Billing Agreements
    - Meter Reads
- Complete data acceptance testing.

In addition, **SpryPoint** will provide data validation reports that will outline what data has been converted, control totals and areas of concern, areas where data cleansing may need to occur or any other data abnormalities.

Assembly 1 – Data Acceptance Testing

D0031, D0035C

In addition, the **Client** will be required to complete data acceptance testing. **SpryPoint** will provide checklists to use as guides for data acceptance testing and be available to provide support and answer questions. The objective of this data acceptance testing is to confirm the accuracy, completeness, consistency, and usability of the converted data objects.

Assembly 1 – Functional Test Scripts

D0032, D0033

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 2 – Data Conversion 1.1

D0043, D0044

The purpose of this data conversion is to correct any issues identified in data conversion 1.0. Upon completion of this data iterations clients will:

- Complete data acceptance testing.
- Create bills, install meters, create billing & service agreements, and transitions.
- Supports Functional Testing Round 1

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Assembly 2 – Data Acceptance Testing

D0044A

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The Client will be responsible to complete data acceptance testing use the data checklist previously provided. SpryPoint will be available to provide support and answer questions.

Assembly 2 – Core Team Training

D0036, D0036B

SpryPoint will provide Core Team Training to enable the Client's Core Team to fully understand and use the SpryPoint product(s) to execute their future state business processes. Training will include presentations, student workbooks, activities, and assessments to reinforce key concepts. Materials will focus on out-of-the-box system functionality, which may include features not applicable to the Client. Note: this training will not be customized to the Client's specific processes.

Assembly 2 – Functional Testing R1

D0038

The first round of functional testing will focus on validating configurations against the agreed future state business processes. The Client, with support from SpryPoint, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The Client is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 2 – Configuration Updates

D0039

Following the completion of the first round of functional testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 2 – Bill Statement Mockup

D0045

SpryPoint will work with the Client to Mockup what they would like the bill statement pdf to look like. In addition, any print requirements from the Client's print vendor and lockbox vendor should be provided. The SpryPoint team will use this information to generate an initial mockup of the bill statement.

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Assembly 2 – Collection Letter(s) Mockup

D0046

SpryPoint will work with the Client to Mockup what they would like the collection letter(s) pdf to look like. In addition, any print requirements from the Client's print vendor and lockbox vendor should be provided. The SpryPoint team will use this information to generate an initial mockup of the bill statement.

Assembly 3 – Data Conversion 2.0

D0047, D0048

The purpose of this data iteration is to fix issues found during Iteration 1.1 and complete the first conversion of transactional data. The following activities are targeted to be completed before Iteration 2 can be completed:

- Compare Total AR balances between SpryPoint and Client's current system
- Complete data acceptance testing
- Complete Functional Testing R2
- Complete initial bill validation testing

Assembly 3 – Data Acceptance Testing

D0049

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The Client will be responsible to complete data acceptance testing use the data checklist previously provided. SpryPoint will be available to provide support and answer questions.

Assembly 3 – Functional Testing R2

D0050

The final round of functional testing will focus on validating any new or updated configurations against the agreed future state business processes. The Client, with support from SpryPoint, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The Client is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 3 – Bill Validation R1

D0051

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SpryPoint will run the initial bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 3 – Configuration Updates

D0052, D0053, D0054, D0042

Following the completion of the second round of functional testing, and the first round of bill validation testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 3 – Integration Test Scripts

D0055, D0056

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 3 – Bill Statement Testing

D0057

SpryPoint will work with the Client to complete initial testing of the bill statement mockups. The Client will need to provide feedback from this testing to finalize the bill statement template requirements. SpryPoint will use this information to update the bill statement based on the agreed requirements.

Assembly 3 – Collection Letter Testing

D0058

SpryPoint will work with the Client to complete initial testing of the collection letter(s) mockups. The Client will need to provide feedback from this testing to finalize the collection letter(s) template requirements. SpryPoint will use this information to update the bill statement based on the agreed requirements,

Assembly 4 – Data Conversion 2.1

D0059, D0060

The purpose of this data iteration is to fix issues found during Iteration 2 and bring in any additional in scope transactional data that may have not been included in iteration 2 . The following activities are targeted to be completed before Iteration 2 can be completed:

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- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete Integration Testing R1
- Complete Bill Validation Testing R2

Assembly 4 – Integration Testing R1

D0061

Integration Testing Round 1 will focus on validating end-to-end business processes across all integrated solution components. This initial round of integration testing is designed to confirm that the configured system functions as intended within the broader business, supporting data flow and process execution across modules and external interfaces. Test scenarios will simulate real-world transactions and workflows to identify any gaps, defects, or integration issues early in the project lifecycle. Successful completion of Integration Testing Round 1 will support confidence in the solution's ability to meet the Client's future state business requirements and operational needs.

Assembly 4 – Bill Validation R2

D0062

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 4 – Configuration Updates

D0052, D0053, D0054, D0042

Following the completion of the initial round of integration testing, and the second round of bill validation testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 5 – Data Conversion 2.2

D0063, D0064

The purpose of this data iteration is to fix issues found during Iteration 2.1. The following activities are targeted to be completed before Iteration 2 can be completed:

- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete Integration Testing R2
- Complete Bill Validation Testing R3

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Assembly 5 – Integration Testing R2

D0065

Round 2 of Integration Testing will focus on retesting any failed tests from round 1 and any end to end processed that were not completed as part of round 1 testing.

Assembly 5 – Bill Validation R3

D0066

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 5 – Bill Statement Signoff

D0067

SpryPoint will work with the Client to test the final bill statement pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the Client will be required to sign off on the template.

Assembly 5 – Collection Letter(s) Signoff

D0068

SpryPoint will work with the Client to test the final collection letter(s) pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the Client will be required to sign off on the template.

Assembly 5 – Configuration Finalized

D0069, D0070, D0071, D0072, D0116

Upon completion of Integration Testing any final updates will be completed. A review of the recommended configuration will be completed with the **Client**, so they may understand the configuration and ask any related questions. **SpryPoint** will lead this Configuration Review, and the **Client** Core Team will be required to participate in this review. Upon completion of this review the configuration should be signed off on by the Client

Assembly 5 – Data Archive Test

D0073, D0074

SpryPoint will work with the Client to provide the requirements and file formats to load the data in the SpryPoint Data Archive Solution. The data will be loaded and available to the Client to perform testing on during user acceptance testing.

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Assembly 5 – User Acceptance Test Scripts

D0075, D0076

SpryPoint will provide out of the box test scripts based on the standard day in the life business roles, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

10.1.4. Validation

The Validation Phase represents the final testing point before Go-Live and serves to confirm the Client's readiness for production deployment. During this phase, the project team will validate that all future-state roles have been fully defined, documented, and understood by the Client, ensuring that personnel are prepared to execute their responsibilities effectively within the new solution. Successful completion of the Validation Phase will confirm that the Client is positioned for a smooth transition to Go-Live.

Validation 1 – Data Conversion 3.0

D0079, D0080

The purpose of Iteration 3 is to fix any open issues that are required for go live. Upon completion of Data Conversion 3.0, the Client will be able to:

- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete User Acceptance Testing R1

Validation 1 – Tester Training

D0081, D0026A

To ensure the project team has captured as many scenarios as possible and addressed all business cases, it is important that other users be identified and perform testing during the User Acceptance Testing phase. SpryPoint will provide training to these users in preparation for User Acceptance Testing. The Tester Training will be role-based and act as a validation of material for end-user training.

Although **SpryPoint** is responsible for providing the training, it is highly recommended that a core team member be part of the training session to help facilitate buy-in of the new functionality and business processes.

Validation 1 – User Acceptance Testing R1

D0082, D0077, D0078

During User Acceptance Testing Round 1, the Client will be responsible for executing all required testing activities to validate that the solution meets their business needs and

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requirements. SpryPoint will provide support throughout this testing cycle, remaining available to answer questions and assist with resolving any issues, concerns, or clarification needs that may arise. This round of testing will follow a "day in the life" approach, simulating real-world scenarios and end-to-end workflows to ensure the solution functions effectively within the Client's operational environment.

Validation 2 – Data Conversion 3.1

D0083, D0084

The purpose of Iteration 3.1 is to fix any open issues that are required for go live and to fine tune the data conversion in preparation for the mock go live. Upon completion of Data Conversion 3.1, the Client will be able to:

- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete User Acceptance Testing R2
- Understand the estimated conversion timing

At this point in the data conversion process no more major changes should be made by either SpryPoint or the Client unless it is mutually agreed to by both parties.

Validation 2 – User Acceptance Testing R2

D0085

User Acceptance Testing Round 2 will serve as the final testing phase prior to Go-Live. During this round, the Client will be responsible for executing all required testing activities to validate that the solution meets business requirements and is ready for production use. SpryPoint will be available throughout to answer questions and assist with resolving any issues, concerns, or clarifications that arise. This round will continue a "day in the life" testing approach to simulate real-world business processes and ensure operational readiness. Additionally, User Acceptance Testing Round 2 will include the retesting of any previously failed test cases to verify that identified defects have been fully resolved. Successful completion of this round, along with formal Client sign-off, will be required to proceed to Go-Live.

Validation 2 – Client Driven Solution Walkthrough

D0086

As part of Go-Live readiness validation, the Client will lead a solution walkthrough to demonstrate their understanding of how to operate the system and execute end-to-end business processes within the implemented solution. This walkthrough will serve as a confirmation that the Client's team is prepared to perform daily operations independently and that all critical workflows have been validated. SpryPoint will observe and provide support during the walkthrough to address any questions or issues identified. Successful

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completion of the Client-led solution walkthrough will be a key indicator of readiness for Go-Live.

10.1.5. Deployment

The Deployment phase is the point at which the **Client** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

Deployment – Go Live Cutover Plan

D0087, D0097, D0099

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other SpryPoint production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the Client.

Deployment – Mock Go Live 1

D0096

SpryPoint and the Client will jointly conduct the first Mock Go-Live to rehearse cutover activities and validate readiness for production Go-Live. The exercise will confirm role readiness, validate the cutover schedule and timings, verify required manual entries, confirm reporting accuracy, and complete user testing. SpryPoint will review results with the Client and obtain sign-off on Mock Go Live 1.

Deployment – Go Live Plan Updates

D0097, D0089, D0093, D0088

SpryPoint will update the Go-Live Plan with information gathered during Mock Go Live 1, incorporating confirmed timings, process refinements, and adjustments needed for production cutover. The updated plan will be reviewed with the Client for input.

Deployment – Mock Go Live 2

D0096, D0098

Following Mock Go Live 1, SpryPoint and the Client will update the Go-Live Plan to reflect validated timings, refined activities, and any required process adjustments. Both teams will review the updated plan to confirm that all cutover tasks and responsibilities **as defined in the Go-Live Plan** accurately represent current readiness

Deployment – End User Training Material

D0090

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To assist the **Client's** end users with understanding of the **SpryPoint** product(s); **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for hands on exercises and will only contain details about system functionality that is being used as part of the **Client's** go forward business processes. Note: The training material will not contain specific business process information for the Client.

Deploy – End User Training

D0090, D0091, D0092, D0095, D0093

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client** core team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

While **SpryPoint** will make every effort to complete end user training as close to Go-Live as possible, there may still be a period between training and Go-Live. As a result, the **Client** agrees to establish a practice lab and a schedule where trained users are scheduled and required to spend time practicing what they have been trained on.

Deployment – Data Conversion 4.0

D0100, D0101, D0115, D0102

Data conversion 4.0 will be completed as part of the go live cut over conversion.

10.1.6. Operation

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

Operation – Post Go Live Support Plan

D0103, D0111

The Post Go-Live Support Plan will define, at both a daily and weekly level, the activities, resources, and responsibilities to be carried out during the designated post go-live support period. This period will serve as a transition phase, providing a ramp-down for the Implementation Team while enabling a ramp-up for the Client Success Team. The plan will include two critical components: (1) a detailed outline of the agreed-upon post

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go-live activities, including issue management processes, and (2) a schedule of these activities to ensure clear expectations and accountability.

Operation – Post Go Live Support

D0106, D0107, D0108

During this period the Client will be using the SpryPoint Solution as its daily system of record and performing the agreed business processes that were defined during the project. During this time the SpryPoint implementation team will act as the front-line support for the Client to answer questions, resolve issues, refine any requires processes, and provide refresher training. It is also during this time that SpryPoint will start to introduce the Client Success Team so the Client can become comfortable with the team.

Operation – Data Archive Live

D0104, D0105

During this period the Data Archive solution configuration will be configured and ready for Client in production. Any issues identified by the Client during user acceptance testing will be resolved. Client will provide extracted data, and SpryPoint will import Data Archive information.

Operation – Transition to Client Success

D0109

This is the formal point in the project where the Client will work with the Client Success Team for any new issues and ongoing help.

Operation – Project Close Out

D0113, D0110

The Project Closeout phase will ensure that all contractual objectives have been met and that the Client is effectively operating with the implemented SpryPoint solutions. During this phase, SpryPoint will work collaboratively with the Client to confirm successful delivery of all agreed-upon project outcomes. All project documentation will be reviewed, finalized, and delivered to the Client in accordance with contract requirements. A formal final Client sign-off will be obtained to acknowledge completion of the project.

10.2. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions.

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Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is the **Client's** validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the **Client**
Agreement Date	The date on which both the **Client** and **SpryPoint** have both executed the Master Agreement.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the **Client's** business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the **Client**.
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the **Client**'s future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other month.
Bi-Weekly	This activity will happen every other week.
Calendar Day/Days	A 24-hour period–typically starting at midnight.

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Definition/Term Name	Definition/Term Description
Change	A request by the **Client** to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the System to have the System perform the **Client's** specific user requirements. Configuration does not require programmatic software changes.
Cut Over	Includes all activities required to prepare the Systems for the transition of the new **SpryPoint** CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities **SpryPoint** and the **Client** deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the **Client** Subject Matter Experts after each data conversion iteration. During DAT, the **Client** not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Defined as information, documentation or an object provided to the **Client** for review, feedback and/or acceptance.

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Definition/Term Name	Definition/Term Description
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the **Client's** business.
Legacy CIS	References the **Client's** old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the **Client** revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards.
Price	The total cost for implementation & expenses to deliver the **SpryPoint** Solutions as noted in this SOW and other Exhibits to the Agreement.
Project	The completion conversion of the **Client's** Legacy systems over to the **SpryPoint** System solutions as agreed upon as part of the SOW and Price.

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Definition/Term Name	Definition/Term Description
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service- a.k.a. System	The **SpryPoint** Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that **SpryPoint** will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the **Client**, where **SpryPoint** is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.

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Exhibit C – Initial SaaS Subscription Order Form

1. Client Information

This Initial SaaS Subscription Order Form is governed by the Master Subscription Agreement.

Name ("Client"):	Seminole County, Florida
Client Billing Contact Name:	
Client Billing Contact Phone Number:	
Client Billing Contact Email:	AP@SeminoleClerk.org
Client Billing Address:	Director of County Comptroller's Office, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-8080

2. Initial Term

The initial Term of the SpryPoint SaaS Subscription shall commence on the Effective Date and continue for one (1) year. The Subscription shall automatically renew for successive Terms of one (1) year unless either Party provides at least thirty (30) days' written notice before the expiration of the current Term. It may also be terminated in accordance with Section 10 (Term and Termination).

3. Invoicing

SpryPoint SaaS Subscription Fees are in United States Dollars. The initial Annual SaaS Subscription Fee, as set forth in Section 5 below, will be invoiced upon execution of the Agreement. Thereafter, Client's Annual SaaS Subscription Fee will be invoiced thirty (30) days before each anniversary of the Effective Date throughout the Term.

All other fees, including fees associated with the activities identified in Exhibit B (the Implementation Statement of Work), are not included in this Order Form. Such fees will be invoiced per the terms of the applicable Statement of Work, the applicable Change Order (as described within the Statement of Work), or as otherwise agreed by the Parties in writing. All fees are subject to the Usage Metric Verification Process described in Section 2(b) of the Agreement.

4. Payment Terms

All invoiced charges are due net thirty (30) days from the invoice date.

(Continued on Following Page)

EXHIBIT C

5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts[1] per Client Service[2] First Client Service	45,000	$4.50	$202,500.00
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions: customer facing (customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions) administrative (administrative dashboard; reporting and analytics; customer masquerading)	Production (1) Staging (1)	Production (1) Staging (1)	Active Accounts[1]	45,000	$1.10	$49.500.00
SpryIDM - Interval Data Management	SpryIDM supports access to interval data for meters, service points, and collections of meters; data ingestion processes; interval data standardization and normalization; generation and delivery of customer alerts			Active Accounts[1]	45,000	$0.50	$22,500.00
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users[3]	10	$1,200/year	$12,000.00
				Light Users[4]	3	$600/year	$1,800.00

EXHIBIT C

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryBackflow – Cross Connection Control	SpryBackflow supports maintenance of a cross-connection program (synchronization of customers and locations with SpryCIS; management of backflow assemblies including physical location; generation and delivery of test notices; tracking customer and tester correspondence with customers and testers; administration level review, approval or denial of electronically submitted tests; maintenance of tester data; tester portal allowing profile, certification updates and test submissions)	Production (1) Staging (1)	Production (1) Staging (1)	Testable Assemblies[5]	25,000	$1.00	$25,0000.00
SpryChat – Live Chat Service	SpryChat supports Live Chat capabilities embedded directly within the SpryEngage platform. Includes Team Users as described here: https://www.livechat.com/pricing/#Compare-LiveChat-plans	X	X	Team Users	3	$960/year	$2,880.00
Total Initial Annual Subscription Fee							**$316,180.00**

[1] "**Active Accounts**" means the maximum quantity of accounts licensed to Client in the production environment over a 12-month period. Active Accounts are licensed in blocks of 500. An account is no longer considered Active when the Account state field is automatically moved to Inactive by the Service as determined by Client configuration decisions. The Account state is considered Inactive when the account is ineligible to receive a new Billing Statement and is no longer subject to ancillary processes such as penalties, collections routines, or external communication from SpryCIS.

[2] "**Client Service**" means a utility service provided by the Client and supported by the SpryPoint SaaS Subscription set forth in this Order Form.

[3] "**Full User**" means a user who can access SpryMobile's full functionality to create, edit, and share data.

[4] "**Light User**" means a user who has read-only access to SpryMobile's functionality.

[5] "**Testable Assembly**" means a backflow prevention device or assembly subject to test notices and test entry submissions under the Client's cross-connection control program.

* Upon mutual agreement between SpryPoint and Client, other non-production environments (in addition to the implementation environments referenced above) may be established for specific purposes throughout the Term.

Messaging Service Fees Invoiced quarterly for actual usage, or as otherwise described below. Excludes carrier fees and surcharges.	
Inbound and Outbound SMS Messaging	$0.02 per message segment A message segment consists of a maximum of 160 characters. A message containing more than 160 characters will be billed per 160-character message segment.
Local Outbound Voice Messaging	$0.03 per minute
Toll-Free Outbound Voice Messaging	$0.03 per minute
Optional Random Short Code	$15,000.00 per year

EXHIBIT D

INSURANCE REQUIREMENTS

RFP-605021-25 Utility Billing Software Replacement Phase 2

The following insurance requirements and limits of liability are required:

A.	Commercial General Liability Insurance:		
		$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
B.	Excess/Umbrella Liability:	$2,000,000	Each Occurrence
C.	Cyber Liability and Technology Errors and Omissions Insurance:		
		$ 1,000,000	Per Claim
D.	Crime and Employee Dishonesty Liability:		
		$ 500,000	Per Occurrence
E.	Professional Liability:	$ 1,000,000	Per Claim
		$ 2,000,000	General Aggregate

EXHIBIT E

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT E
Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT F

Agreement Name: Utility Billing Software Replacement Phase 2

Agreement Number: RFP-605021-25/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-605021-25 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 13th day of August, 2025.

SpryPoint Services, Inc.
Consultant Name

By: Nick Stone
Print/Type Name: Nick Stone
Title: CFO

STATE OF Illinois

COUNTY OF Kane

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 13th day of August, 2025 by Amy L. Holbrook (Full Name of Affiant).

OFFICIAL SEAL
AMY L. HOLBROOK
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 829381
MY COMMISSION EXPIRES November 19, 2027

Amy L Holbrook
Print/Type Name: Amy L Holbrook
Notary Public in and for the County
and State Aforementioned
My commission expires: 11-19-2027

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT G

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

SpryPoint Services, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title: CFO

Signature: DocuSigned by: Mck Stone 59D3C207CC954AF... Date: 8/11/2025

EXHIBIT H

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-605021-25/LTT

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of SprayPoint Services, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: SprayPoint Services, Inc.

Authorized Signature: Nick Stone Date: 8/13/25

Printed Name: Nick Stone

Title: CFO

STATE OF Illinois
COUNTY OF Kane

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of August, 2025, by Nick Stone, as CFO on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced _____ as identification.

Amy L Holbrook
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Amy L. Holbrook
My commission expires: 11-19-2027

OFFICIAL SEAL
AMY L. HOLBROOK
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 829381
MY COMMISSION EXPIRES November 19, 2027

EXHIBIT I

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: SpryPoint Services, Inc.

Signature: [signature]

Printed Name: Nich Stone

Title: CFO

Date: 8/13/25

Affix Corporate Seal (if applicable)

STATE OF Illinois

COUNTY OF Kane

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of August, 2025, by Amy L. Holbrook.

(name of person making statement)

OFFICIAL SEAL
AMY L. HOLBROOK
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 829381
MY COMMISSION EXPIRES November 19, 2027

[signature]
Signature of Notary Public

Amy L. Holbrook
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

Scope of Services

Project Overview

Systems In-Scope

The following systems are within the scope of this RFP:

- Customer Information & Utility Billing System
- Customer Empowerment / Self-Service Portal
- Payment Processing

Implementation Services

Proposers are expected to provide a detailed explanation of the implementation services to be provided and a full description of the implementation methodology being proposed. The implementation services shall be submitted as a fixed price.

Seminole County is accepting of working with a System Integrator (SI) or directly with the software provider for implementation services. Regardless of approach, the proposers are expected to clearly communicate the proposed implementation methodology and the direct benefits that Seminole County can expect with said approach.

Seminole County is open to a traditional waterfall methodology as well as agile approaches and/or hybrid models; however, all proposed methodologies must cover the following implementation services at a minimum:

- **Planning and Initiation**
  - Kickoff
  - Project Schedule Development
- **Discovery**
  - Functional Requirements
  - Technical Requirements
  - Modification Requirements
  - Interface Requirements
  - Data Conversion Workshops
  - Reporting and Dashboard Requirements
- **Design**
  - Data Conversion Mapping
  - Modification Design Documents
  - Interface Design Documents
- **Configuration/Development**
  - Rules and Table set-up
  - Standard interface configuration
  - Custom interface development
  - Modification development
- **Data Conversion**
  - A minimum of 5 conversions needed to support multiple testing phases
  - Seminole County would like for a minimum of 7 years of detailed billing, reading and finance-related history to be converted
- **Testing**
  - Testing will be driven from test scripts developed from the functional requirements that will be tracked against testing processes to ensure delivery of promised scope
  - Functional Testing
  - Integrated Testing with interfaces, modifications, converted data, and custom scripts developed from functional requirements

  - End-to-End Business Process Testing
  - Daily Activity Testing / User Acceptance Testing
  - Performance Testing

- **Technical Training**
  - Technical Architecture of the Solution
  - Database Architecture
  - Knowledge transfer to facilitate ad-hoc reporting and support of developed interfaces
  - Ability to create additional operating environments (additional training and testing as needed)
  - Data Back-up and Restore
  - Security Configuration
  - Conversion Assistance
  - Support Tools
- **Project Team Training**
  - Product
  - Process
  - Configuration
  - Data Model
- **End-User Training Support**
  - Assistance to Seminole County trainers during End-User Training
- **Go-Live Preparation and Support**
  - Cutover task list development
  - Successful completion of a minimum of two Mock Go-Lives
  - Onsite assistance on Go-Live weekend
- **Three Months of Post Go-Live Support**
  - Continuing Issue/Incident Resolution
  - Transition to Support from Implementation team in last month of Post Go-Live Support

Project Objectives

Seminole County is seeking drastic operational and customer experience improvement with the hopes of addressing the following current pain points:

Inefficient Customer Service Processes

Customer service representatives struggle to access customer location information quickly and accurately due to system limitations to be able to view historical and current information (e.g. Prior Service history, Billing history, Service Order history and more). This can impact on the quality and responsiveness of customer support. The county desires advanced functionality such as screen pops from customer phone calls and optional call to text transcription.

Lack of Real-Time Updates

The current system does not provide real-time information to customers and CSRs alike (e.g. payment status, meter reads, service order status, etc.). This results in delays in reflecting changes or service modifications, leading to outdated information, delayed payments, and potential service disruptions.

Customer Communication Options

The county has limited options for communicating with customers today. They desire to offer their customers more communication options (e.g. text, online chat, auto emails) and ability to manage their communication / notification preferences.

Restricted Self-Service Functions:

Aside from offering just the basic self-service functions such as bill payment or account balance inquiries, Seminole County is desiring a more robust offering including advanced features like account management, service requests, payment extension automation and usage monitoring.

Manual Order Processing:

Processing orders for Move-in / Move-out may require manual intervention and multiple data entry steps, increasing the risk of errors and operational inefficiencies. They desire a system that maximizes smart automation and integrations with the customer self-service system.

Complexity in Summary/Master Billing:

Managing summary or master billing for customers with multiple accounts or service locations can be complex, resulting in difficulties in consolidating and presenting billing information accurately.

Limited Automation and Integration:

Seminole County's current system lacks automation capabilities for collections processes, leading to manual intervention and inefficient workflows. Integration with credit rating agencies and financial systems are also limited.

Limited Automation for Payment Processing:

The county has limited automation for payment processing, leading to delays in posting payments to customer accounts and reconciling payment transactions.

Limited Meter Asset Management:

Tracking and managing meter assets (e.g., serial numbers, maintenance history) can be difficult for the county which can impact maintenance planning and asset utilization. The county desires a robust meter and meter device inventory and management system that integrates with MWM solutions for efficient meter operations in the field (i.e. bar code scanners, meter validation).

Limited Integration with Mobile Devices:

The county has limited mobile applications and limited capabilities for field service management, making it challenging to assign, track, and update work orders in real-time. Field technicians may not have real-time access to customer information, service history, or work order updates in older CIS systems, impacting the efficiency and effectiveness of service delivery.

Complexity in Service Order Routing:

Routing service orders to the appropriate field technicians based on skill sets, availability, or geographical proximity can be challenging and the county desires automated routing capabilities.

Limited Reporting Capabilities:

The county currently has limited built-in reporting functionalities, making it difficult to generate comprehensive reports or customize reports according to specific business needs. Generating reports manually can be time-consuming and prone to errors, especially when data extraction and compilation require manual intervention.

High-Level View of Key Systems

No.	Interface	System Function / Description
1	Badger- Beacon	AMI Headend
2	JDE and OpenGov	Asset Management
3	Integrated Web Batch Management, JDE	Batch and Job Scheduling and Management
4	Data Prose	Bill Presentation within CIS and CSS
5	Third Party, Data Prose	Bill Print and Mail
6	Elavon, Checkfree, Vanco, Check21	Cash Remittance
7	Access Receivables	Collection Agency
8	Selectron	Contact Center
9	Generic	Credit Card Payment Systems
10	Click2Gov vendor hosted solution	Customer Self Service
11	SCUID	Geospatial Information Systems
12	Beacon	Meter Data Management
13	Data Prose	USPS Address Validation Services

Seminole County Statistics

CIS Statistics

	Customers	Service Locations
Water		
Residential	42,500	49,995
Commercial & Industrial	2,900	3,057
Irrigation	7,050	8,770
Wastewater		
Residential	33,876	33,876
Commercial & Industrial	1,629	1,629
Reclaimed		
Residential	2,684	2,684
Commercial & Industrial	283	283
Solid Waste		
Residential	70,450	71,356
Commercial & Industrial	-	-

Monthly CIS-related Transactions

Metric	Avg. Monthly Volume
Call Center Call Volume	5,000
Bills Produced	29,600
Disconnects for non-payment	250
Move out	215
Move in	255

Payment Processing-related Transactions

Metric	Avg. Monthly Volume
Avg # of Credit Card Payments Processed	12,254
Avg Monthly Value of Credit Card Payments	$1,921,841
Number of Auto-Draft Customers	11,344
Avg Monthly Value of Auto-Draft Payments	$1,853,754
Avg Monthly Value of Checks Processed	$1,815,476
Avg Monthly Value of Credit Card Payments	$1,921,841
Avg Monthly Value of Checkfree Processing	$857,743
Avg Monthly Value of Vanco Processing	$259,986

CIS User Counts

Employee Classification	Employee Count
Administration	5
Customer Service & Call Center	8
Meter Reading & Dispatch	8
Billing	3
Accounting	4
GIS	1
IT (Support)	9
Water Department	4
Wastewater Department	3
Reclaimed Department	1
Mobile Work Management (field)	18
Total Users	**64**

Partnerships

All partnerships and joint proposals must be indicated as such and clearly explain the structure of said partnership, including the following:

- Which vendor is to act as the prime contractor
- Which vendor is responsible for delivering which system(s) and/or service(s)
- Experience and success of similarly structured partnerships / joint proposals
- Commitment and confirmation of pre-built, fully integrated interfaces between the proposed solutions

While the preference is for proposals to address each of the 'In-Scope Systems', whether that comes from a single provider or a partnered / joint proposal, Seminole County is also open to receiving proposals from a single bidder that addresses at a minimum the following systems:

Option 1:
- Customer Information & Utility Billing System (stand-alone)

Option 2:
- Customer Information & Utility Billing System, and
- Customer Empowerment / Self-Service Portal

Option 3:
- Customer Information & Utility Billing System, and
- Payment Processing

Option 4:
- Customer Information & Utility Billing System,
- Customer Empowerment / Self-Service Portal, and
- Payment Processing

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0573

Title:

Request Board ratification for the submittal of the grant application to the U.S. Substance Abuse Mental Health Services Administration (SAMHSA) Grants requesting $1,999,535 to support Seminole County Adult Drug Court Program; and approve and authorize the County Manager or designee to execute all necessary grant documents. Countywide **(Lorie Bailey Brown, CFO/Administrative Services Director)**

Division:

Administrative Services - Grants Administration

Authorized By:

Lorie Bailey Brown, CFO/Administrative Services Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The 18th Circuit Court Adult Drug Court Program requests County's support to meet the grant eligibility requirements for funding opportunity from the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) to submit a grant application for the program. The Notice of Funding Opportunity was released on June 16, 2026, with an Important Note that SAMHSA will accept and review only the first 50 complete, successfully submitted and high-quality applications. Board staff worked with the Courts to submit the complete application on June 24, 2026.

The grant program provides funding in the maximum amount of $400,000 per year for five years. Grant funds will be used for staff personnel and treatment services for 50 Adult Drug Court clients per year. The Courts are requesting in the grant application to add a Licensed Treatment Court Clinical Coordinator grant funded position to provide clinical oversight and care coordination for Adult Treatment Court participants. Additionally, treatment services including Family support services and drug testing will be funded through the grant. The grant does not require matching funds.

Requested Action:

Staff requests Board ratification for the submittal of the grant application to the U.S. Substance Abuse Mental Health Services Administration (SAMHSA) Grants requesting $1,999,535 to support Seminole County Adult Drug Court Program; and approve and authorize the County Manager or designee to execute all necessary grant documents.

Step 1: Review the Opportunity

Basic Information

Key Facts

Opportunity Name: Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts

Short Title: Treatment Drug Courts

Opportunity Number: TI-26-015

Announcement Version: Original

Federal Assistance Listing: 93.490

Eligible Applicants: Eligible applicants are States, political subdivisions of States, Indian tribes or tribal organizations (as such terms are defined in **section 5304 of title 25**), health facilities, or programs operated by or in accordance with a contract or grant with the Indian Health Service, or other public or nonprofit private entities, including faith-based organizations.

See **Eligibility** for complete eligibility information.

Key Dates

Application deadline: **July 16, 2026**

IMPORTANT NOTE: SAMHSA will accept and review only the first 50 complete, successfully submitted, and high-quality applications received via eRA. Once this threshold is met, the submission portal will close, and no further applications will be considered.

Expected Award Date: 09/01/2026

Expected Start Date: 09/30/2026

Response to Executive Order 12372: See **Intergovernmental Review** and ***Section J*** in the *Application Guide.*

Important Resources

Applicants are expected to follow guidance provided in the ***FY 2026 Application Guide*** (the *Application Guide*). This document provides information about the application process,

including registration, required attachments, budget, and federal policies and regulations. In addition, see the SAMHSA Grants Glossary for definitions of terms used in this NOFO.

Authorizing Statute

Section 509 of the Public Health Service Act, as amended (42 U.S.C. 290bb-2).

Agency Contacts

Program and Eligibility Questions

Amy Romero
Center for Substance Abuse Treatment
240-276-0736
treatmentdrugcourts@samhsa.hhs.gov

Financial and Budget Questions

Office of Financial Resources
Division of Grants Management
240-276-1400
NOFOBudget.CSAT@samhsa.hhs.gov

Review Process and Application Status Questions

Office of Financial Resources
Division of Grant Review
Hawa Kamara
240-276-1103
Hawa.Kamara@samhsa.hhs.gov

Summary

The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. Grant recipients will be required to implement a coordinated, multisystem approach that combines the legal authority of treatment drug courts with evidence-based SUD treatment services. Key stakeholders include the judiciary, prosecution, defense attorneys, probation services, law enforcement, mental health and SUD professionals, social service agencies, and health care treatment providers. The objective is to disrupt the recurring pattern of criminal behavior, substance use, and incarceration or other legal consequences.

Your organization is expected to work across systems to combine the authority of drug courts with evidence-based prevention, treatment and recovery support services.

With this program, SAMHSA aims to:

- reduce recidivism,
- prevent overdose, and
- increase access to treatment and recovery support services.

This program is designed to advance SAMHSA's Strategic Priorities and the Make America Healthy Again agenda. This program also addresses the Ending Crime and Disorder on America's Streets and Great American Recovery Initiative Executive Orders (EOs).

Funding Details

Funding Type: Grant

Estimated Total Available Funding: $7,600,000

Estimated Number of Awards: 19 awards (At least 1 award will be made to Adult Tribal Healing to Wellness Courts, and at least 3 awards will be made to Family Treatment Drug Courts, pending sufficient application volume.)

Estimated Award Amount: Up to $400,000 per year per award

Length of Project Period: Up to 5 Years

Your annual budget cannot be more than $400,000 in total costs (direct and indirect) in any year of the project. Annual continuation awards are contingent on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, compliance with all terms and conditions of award, and alignment with SAMHSA, HHS, and Trump Administration priorities.

Program Description

Purpose

This program aims to expand SUD treatment and recovery support services in existing drug courts. All funding for drug treatment activities must be allocated to serve people diagnosed with a SUD as their primary condition. This program supports three specialized court models: Adult Treatment Drug Courts, Family Treatment Drug Courts (FTDCs), and/or Tribal Healing to Wellness Courts.

These specialized drug court models include several variations, including Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) Courts, Co-Occurring Drug, and Mental Health Courts, Reentry Courts, and Veterans Treatment Courts.

Mental health and substance use conditions constitute a significant component of the chronic disease crisis affecting the United States. According to the **2024 National Survey on Drug Use and Health**:

- In 2024, 48.4 million people aged 12 or older (or 16.8 percent of the population) had an SUD in the past year.
- Among people aged 12 or older in 2024 who were classified as needing substance use treatment in the past year, about 1 in 5 (19.3 percent or 10.2 million people) received substance use treatment in the past year.

Unlike traditional approaches to criminal justice, drug courts integrate treatment, supervision, and recovery support services to facilitate meaningful, sustainable behavioral change.

Specifically, recipients must:

- **Screen and assess** clients for SUD and/or co-occurring substance use and mental health disorders
- **Provide evidence-based services** including prevention, treatment, and recovery support services tailored to the population's specific needs
- **Coordinate with your Single State Agency** in the planning, implementation, and evaluation of the grant.

Family drug court applicants have additional program requirements. These courts must maintain a dual focus on family preservation efforts and promoting the overall wellness and stability of the entire family unit. This family-centered approach recognizes that SUDs affect not only the individual but also their children and other family members, requiring comprehensive interventions that address the needs of the whole family system.

All activities proposed in your application and budget narrative must align with applicable law, including but not limited to statutes, executive orders, federal regulations and applicable judicial holdings. Accordingly, discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate; racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation; denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic; illegal immigration; or any other initiatives that compromise public safety. If an application does not align, the application will not receive funding to the extent permitted by law and applicable court orders.

In addition, applications must also align with SAMHSA Strategic Priorities and the application and budget narrative must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter on harm reduction.

File Number: 2026-0454

Title:

Approve the Final Plat for the Encore at Hillview townhome subdivision containing twenty-eight (28) lots on 3.4 acres zoned R-3A (Multiple Family Dwelling), located on the north side of Hillview Dr, east of SR 434; (Zach Miller, SFPR Sunland LLC) District3 - Constantine **(Mike Rhodes, Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Encore at Hillview townhome subdivision. The plat contains twenty-eight (28) lots on 3.4 acres. The subject site has a Future Land Use designation of High Density Residential and an R-3A (Multiple Family Dwelling) zoning classification with a minimum lot area of 2,200 square feet. The subject site has a High Density Residential Future Land Use which has a maximum density of twenty (20) dwelling units per net buildable acre; however, the maximum density established by the R-3A zoning district is ten (10) dwelling units per net buildable acre. The project proposes an overall density of ten (10) dwelling units per net buildable acre in compliance with the existing zoning district.

The development is located within the City of Altamonte Springs utility service area and will be required to connect to public utilities for water and sewer. The applicant and City of Altamonte Springs executed a Utility Services and Annexation Agreement to establish utility service required with conditions of annexation at the will of the City.

The development has one (1) access point onto Hillview Dr; the internal road will be privately owned and maintained by the Homeowner’s Association.

The Applicant has provided a performance bond to ensure the completion of the subdivision improvements.

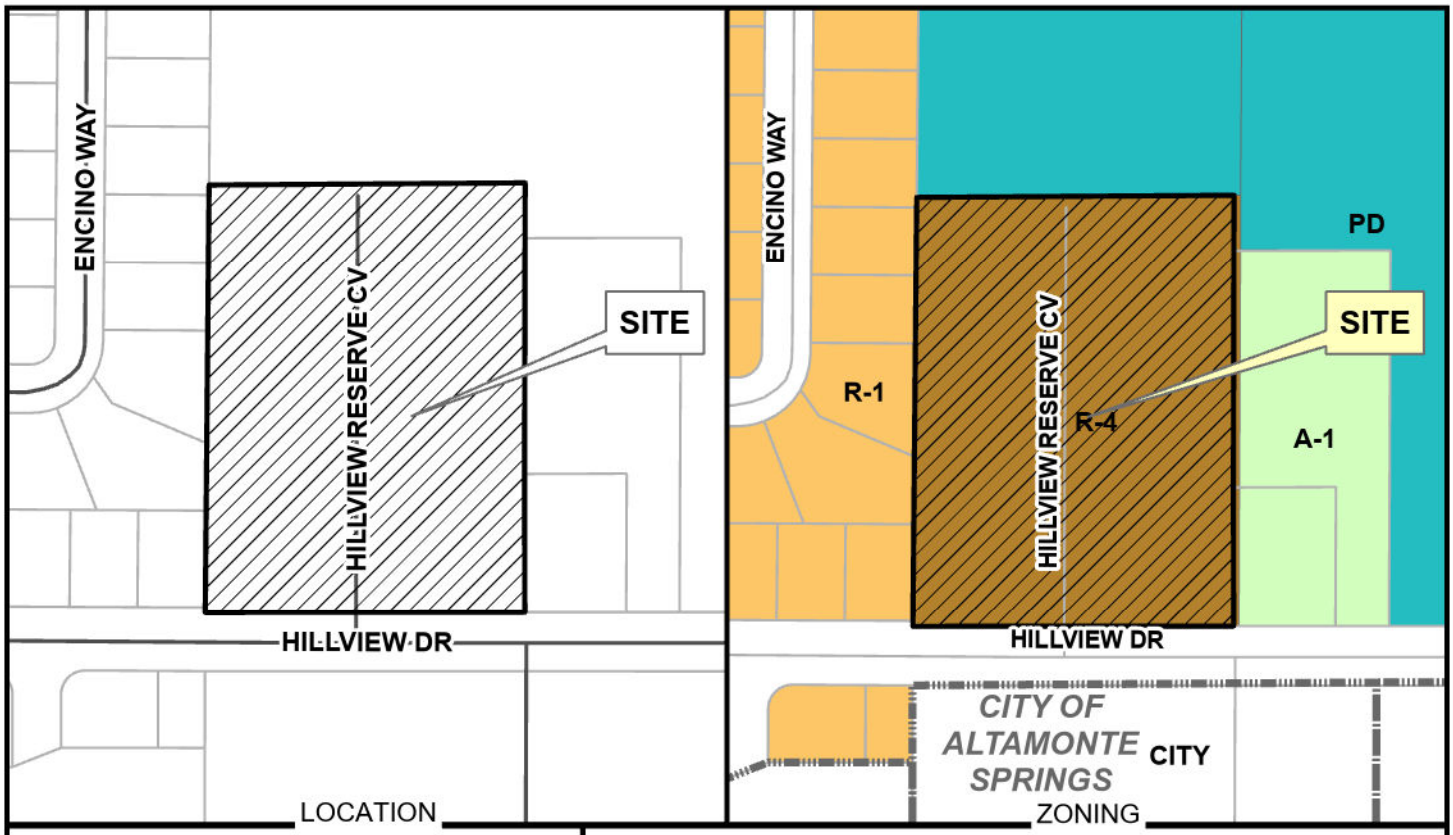
On March 11, 2025, a Rezone from A-1 (Agriculture) to R-3A (Multiple Family Dwelling) for the subject property was approved unanimously by the Board of County Commissioners.

In accordance with Section 35.13 of the SCLDC, on April 2, 2025, the County's Planning and Zoning Commission reviewed and approved the Preliminary Subdivision Plan for the Encore at Hillview subdivision. The Final Engineering Plans were submitted in accordance with Section 35.44 of the SCLDC and were approved on November 17, 2025.

The plat meets all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board approve the Final Plat for the Encore at Hillview townhome subdivision containing twenty-eight (28) lots, on 3.4 acres zoned R-3A (Multiple Family Dwelling), located on the north side of Hillview Dr, east of SR 434.



ENCORE AT HILLVIEW
FINAL PLAT
HILLVIIEW RESERVE COVE
ALTAMONTE SPRINGS, FL 32714
PARCEL: 22-21-29-300-0180-0000

SEMINOLE COUNTY BCC
JULY 14, 2026

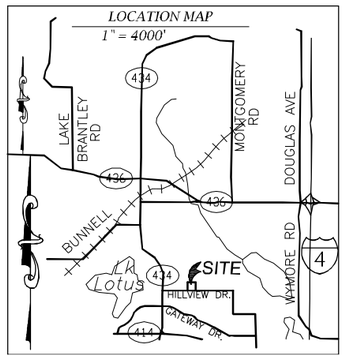
A-1
R-1
R-4
C-3
PD

N



ENCORE AT HILLVIEW

SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA



NOTES:

1. BEARINGS BASED ON ASSUMED DATUM, HOLDING THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AS BEING N 00°07'22" E.
2. GPS TIES BASED ON FLORIDA EAST ZONE NAD 83.
3. COORDINATE VALUES ARE NOT THE SAME AS THE PLAT BEARING AND DISTANCE CALLS.
4. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY OR THE CITY OF ALTAMONTE SPRINGS DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY FLORIDA OR THE CITY OF ALTAMONTE SPRINGS TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
5. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. ALL LINES SHOWN HEREON ARE RADIAL UNLESS NOTED OTHERWISE.
7. THERE IS A 5.00' UTILTY EASEMENT ADJACENT TO THE TRACT A PRIVATE ROAD ROW LINES.

PROPERTY DESCRIPTION:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 22, 25 FEET TO THE POINT OF BEGINNING, BEING ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 443.36 FEET, THENCE RUN NORTH 89 DEGREES 36 MINUTES 52 SECONDS EAST PARALLEL TO AND 468.36 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 22, 328.18 FEET; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 443.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE; THENCE RUN SOUTH 89 DEGREES 36 MINUTES 52 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 328.73 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2

SECTION 22, TOWNSHIP 21 S., RANGE 29 E.

ENCORE AT HILLVIEW

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT SFPR SUNLAND, LLC, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES TRACT "C" (RIGHT-OF-WAY) TO THE PERPETUAL USE OF THE PUBLIC.

THE OWNER DOES HEREBY GRANT TO SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS ALL OF THE PRIVATE STREETS SHOWN AND DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF ADJACENT LANDS AND THEIR GUEST, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED STATES POSTAL SERVICE MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE OWNER, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS SAID STREETS.

TRACT "A" (RIGHT-OF WAY AND DRAINAGE-UTILITY EASEMENT) IS DEDICATED TO AND MAINTAINED BY THE ENCORE AT HILLVIEW HOMEOWNERS ASSOCIATION. A UTILITY EASEMENT IS RESERVED OVER TRACT 'A' AS SHOWN HEREON AND IS DEDICATED TO THE CITY OF ALTAMONTE SPRINGS FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF THEIR UTILITY LINES FOR THE PROVISION OF POTABLE WATER AND RECLAIMED WATER FOR IRRIGATION SERVICE. SAID UTILITY LINES SHALL BE CONSTRUCTED BY THE OWNER, AND CONVEYED TO THE CITY FOR OWNERSHIP AND MAINTENANCE BY BILL OF SALE.

TRACT "B", (POND / OPEN SPACE AND DRAINAGE EASEMENT) IS DEDICATED TO AND MAINTAINED BY THE ENCORE AT HILLVIEW HOMEOWNERS ASSOCIATION.

TRACT "C" AND "E" (BUFFERS) ARE DEDICATED TO AND MAINTAINED BY THE ENCORE AT HILLVIEW HOMEOWNERS ASSOCIATION.

TRACT "D" AND "F" (OPEN SPACE AND DRAINAGE EASEMENT) ARE DEDICATED TO AND MAINTAINED BY THE ENCORE AT HILLVIEW HOMEOWNERS ASSOCIATION.

TRACT "G"(RIGHT-OF-WAY) IS DEDICATED TO SEMINOLE COUNTY.

TRACT "LS" (LIFT STATION) IS DEDICATED TO AND MAINTAINED BY THE ENCORE AT HILLVIEW HOMEOWNERS ASSOCIATION..

AN EMERGENCY ACCESS EASEMENT OVER ALL PRIVATE DRAINAGE-UTILITY EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT THE PRIVATE STORM DRAINAGE SYSTEM OR PRIVATE SANITARY SEWER SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY OR THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE FACILITIES WITHIN THE DRAINAGE-UTILITY EASEMENT.

IN WITNESS WHEREOF the undersigned owners has caused these presents to be signed this day of, 2026.

Zachary Miller, Manager of Sanford Farms LLC, Manager for SFPR Sunland, LLC.
By: _____

Witness _____ (printed name) _____

Witness _____ (printed name) _____

STATE OF _____ COUNTY OF _____

THIS IS TO CERTIFY, that on _____ before me the individual duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Zachary Miller, as Manager of the above named corporation and is known to me or have produced the following identification _____ and he/she did/did not take an oath that he/she is the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized; and that said Dedication is the acts and deeds of said corporation.

NOTARY PUBLIC _____ My Commission Expires _____

Printed Name _____ Commission Number _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners for Seminole County, Florida

CHAIRMAN OF THE BOARD _____ CLERK OF THE BOARD _____

Printed Name _____ Printed Name _____

CERTIFICATE OF COUNTY SURVEYOR

I have reviewed this plat and find it to be in substantial conformity with Chapter 177 Part 1, Florida Statutes.

RAYMOND F. PHILLIPS, P.S.M. _____ Date _____
License Number LS7015
Seminole County Surveyor.

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Professional Surveyor and Mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plat complies with all the requirements of Chapter 177 and that said land is located in Seminole County, Florida.

RALPH THOMAS SNOW _____ Date _____
Florida Registration Number 5561
RALPH THOMAS SNOW
2624 BENT HICKORY CIRCLE
LONGWOOD, FLORIDA, 32779

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the Foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on at _____ Date _____ File No. _____

CLERK OF THE COURT
In and for Seminole County, Florida

BY: _____ D.C.

LINE TABLE:

- SECTION LINE
- BOUNDARY LINE
- EASEMENT LINE
- LOT LINE
- CENTERLINE

RALPH THOMAS SNOW, PSM
2624 BENT HICKORY CIRCLE LONGWOOD, FL, 32779
407-701-6101 tsnowbbs@gmail.com
FLORIDA REGISTRATION NUMBER 5561

LEGEND:

- ● PCP SET NAIL AND DISK PCP LS #5561,
- ▫ PRM SET 4"X4" CM PRM LS #5561,
- ℄ - INDICATES CENTERLINE
- # - NUMBER
- CCR - CERTIFIED CORNER RECORD
- CM - CONCRETE MONUMENT
- LB - LICENSED BUSINESS CERTIFICATION
- NE - NORTHEAST
- NTS - NOT TO SCALE
- NW - NORTHWEST
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- PRM - PERMANENT REFERENCE MONUMENT
- PCP - PERMANENT CONTROL POINT
- R/W - RIGHT-OF-WAY
- (3) STATE PLANE COORDINATES
- POB - POINT OF BEGINNING
- NAD - NORTH AMERICAN DATUM

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

ENCORE AT HILLVIEW

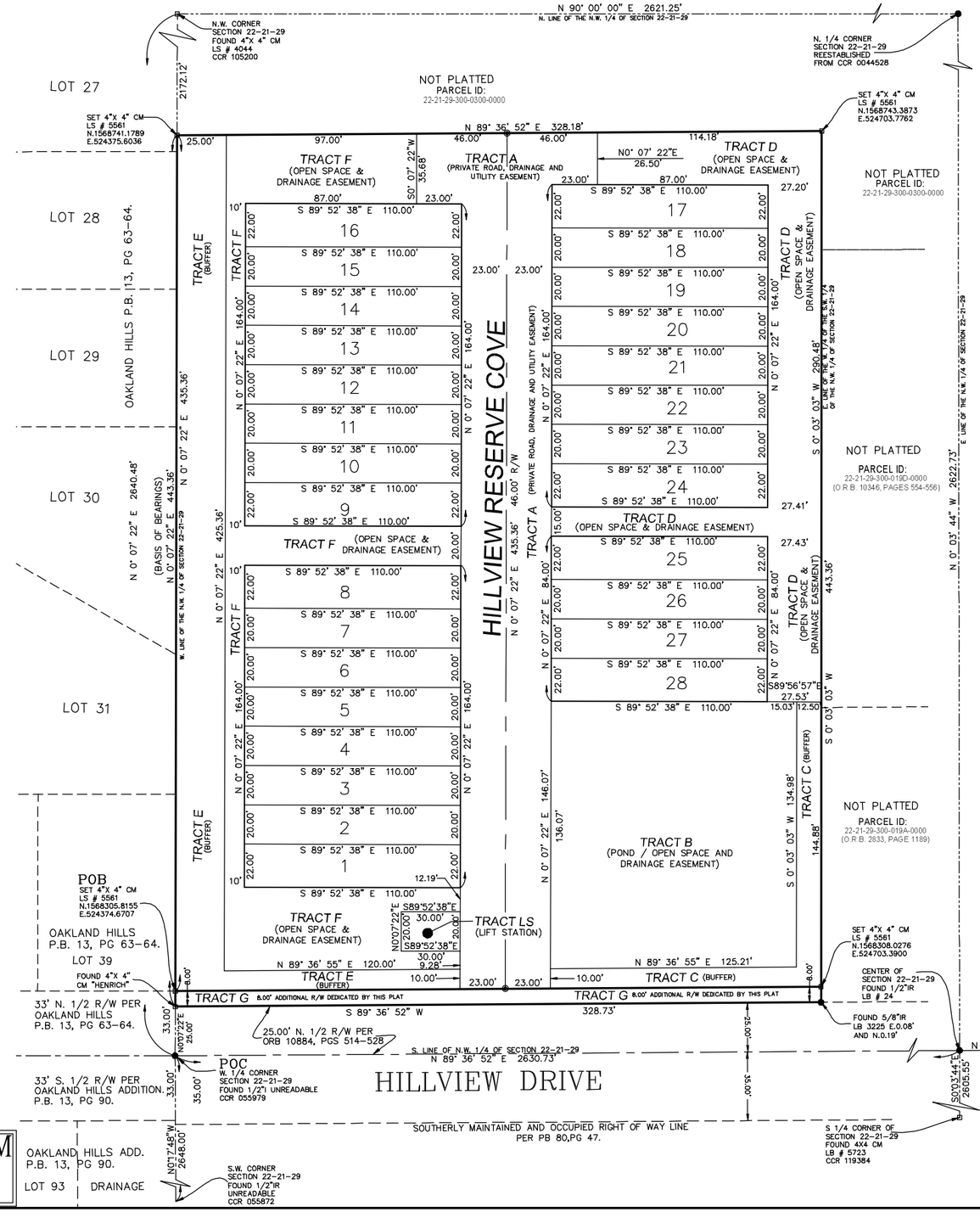
SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

PLAT
BOOK _____ PAGE _____

ENCORE AT HILLVIEW

SHEET 2 OF 2

SECTION 22, TOWNSHIP 21 S., RANGE 29 E.



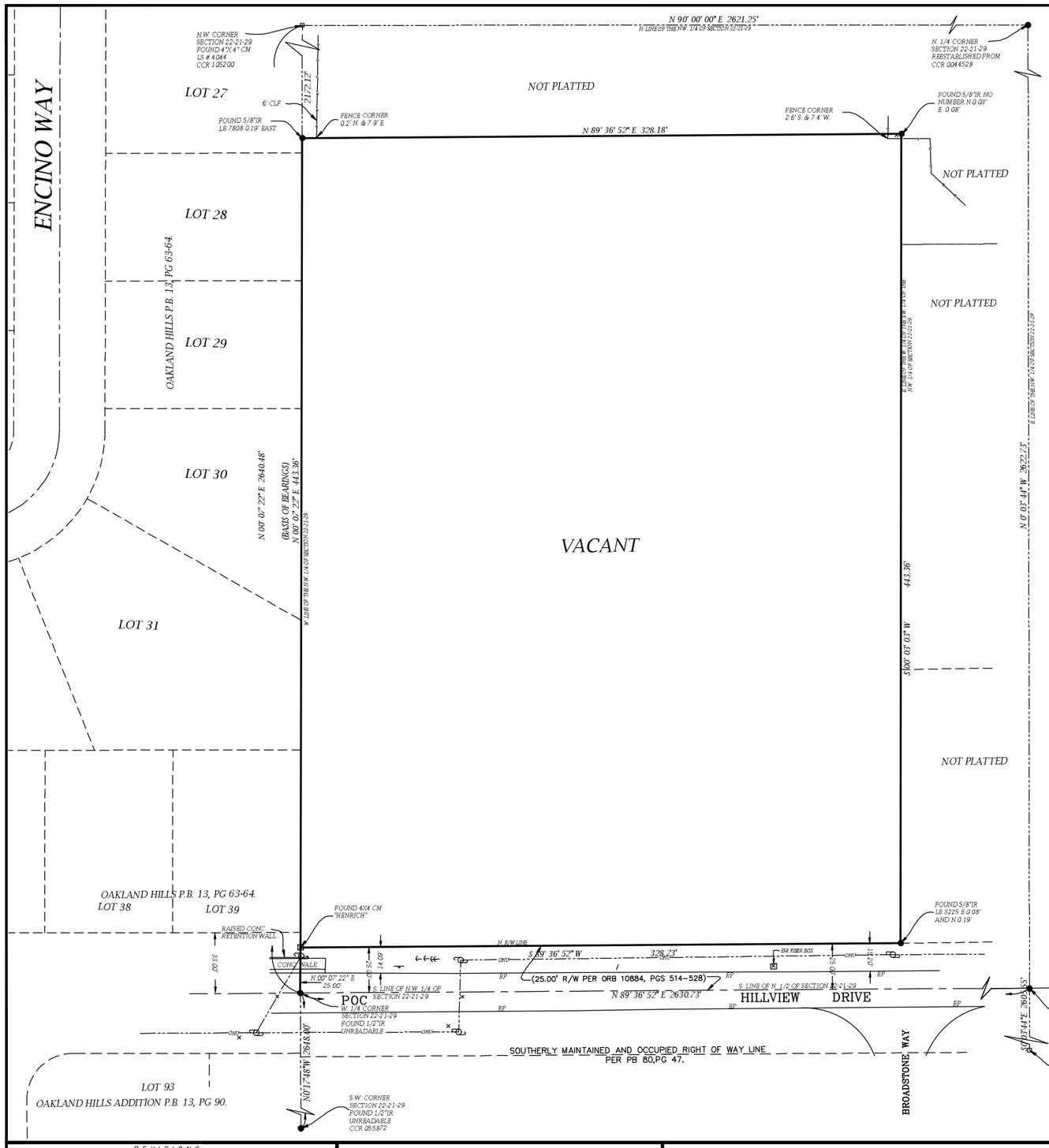
RALPH THOMAS SNOW, PSM
2624 BENT HICKORY CIRCLE LONGWOOD, FL. 32779
407-701-6101 tsnowbbq@gmail.com
FLORIDA REGISTRATION NUMBER 5561

LEGEND:

- ● – PCP SET NAIL AND DISK PCP LS #5561,
- ⊡ – PRM SET 4"X4" CM PRM LS #5561,
- ℄ – INDICATES CENTERLINE
- # – NUMBER
- CCR – CERTIFIED CORNER RECORD
- CM – CONCRETE MONUMENT
- LB – LICENSED BUSINESS CERTIFICATION
- NE – NORTHEAST
- NTS – NOT TO SCALE
- NW – NORTHWEST
- ORB – OFFICIAL RECORDS BOOK
- PB – PLAT BOOK
- PG – PAGE
- PRM – PERMANENT REFERENCE MONUMENT
- PCP – PERMANENT CONTROL POINT
- R/W – RIGHT–OF–WAY
- Ⓢ – STATE PLANE COORDINATES
- POB – POINT OF BEGINNING
- NAD – NORTH AMERICAN DATUM

0' 15 30 60

1 INCH = 30 FEET



LEGAL DESCRIPTION:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 22, 25 FEET TO THE POINT OF BEGINNING, BEING ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 443.36 FEET, THENCE RUN NORTH 89 DEGREES 36 MINUTES 52 SECONDS EAST PARALLEL TO AND 468.36 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 22, 328.18 FEET; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 443.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE; THENCE RUN SOUTH 89 DEGREES 36 MINUTES 52 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 328.73 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF N 89°36'52" W ALONG THE S. LINE OF THE N.W. 1/4 OF SECTION 22-21-29

2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12117C 0145 F, SEMINOLE COUNTY, FLORIDA, DATED 09/28/2007, THE PROPERTY DESCRIBED HEREON LIES ENTIRELY IN FLOOD ZONE "X" UNSHADED, AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN.

3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED. SITE IS VACANT OF BUILDINGS OR OTHER FIXED IMPROVEMENTS.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	CERTIFICATE OF AUTHORIZATION
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
O.R.	OFFICIAL RECORD
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
CH	CHORD LENGTH
CB	CHORD BEARING
P.O.C.	POINT ON CURVE
P.O.L.	POINT ON LINE
P.C.C.	POINT OF COMPOUND CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
CONC.	CONCRETE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
WV	WATER VALVE
WM	WATER METER
GV	GAS VALVE
ELBX	ELECTRIC BOX
TELR	TELEPHONE RISER
CATV	CABLE TELEVISION
R/W	RIGHT-OF-WAY
COV	COVERED
H/C	HANDICAP ACCESSIBLE
NAVD	NORTH AMERICAN VERTICAL DATUM
	CAMPHOR TREE (CALIPER NOTED)
	CYPRESS TREE (CALIPER NOTED)
	OAK TREE (CALIPER NOTED)
	PALM TREE (CALIPER NOTED)
	PINE TREE (CALIPER NOTED)
■	PERMANENT REFERENCE MONUMENT
⊡	FOUND CONCRETE MONUMENT AS NOTED
○	FOUND NAIL AS NOTED
◎	FOUND NAIL & DISK AS NOTED
◉	FOUND IRON ROD & CAP AS NOTED
●	FOUND IRON ROD AS NOTED
○	SET 5/8" IRON ROD & CAP (LB 1221)
	BENCHMARK AS DESCRIBED
✱	WETLAND FLAG
—o—	SIGN
•	BOLLARD
P	FLAG POLE
	MAILBOX
	CURB INLET GRATE
	CATCH BASIN
Ⓢ	STORM MANHOLE
Ⓢ	SANITARY MANHOLE
	SANITARY CLEANOUT
Ⓔ	ELECTRIC MANHOLE
Ⓔ	ELECTRIC METER
E	ELECTRIC RISER BOX
E	CABLE TELEVISION RISER BOX
T	TELEPHONE RISER BOX
U	UTILITY RISER
W	WELL
	WATER SPIGOT
	IRRIGATION VALVE
W	WATER METER
	WATER VALVE
	FIRE HYDRANT
	ELECTRIC TRANSFORMER
	AIR CONDITIONER PAD
G	GAS VALVE
G	GAS METER
	GAS LINE MARKER
	METAL LIGHT POLE
	CONCRETE UTILITY POLE
	WOOD UTILITY POLE
	UTILITY POLE GUY ANCHOR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050--.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RALPH THOMAS SNOW, PSM
FLORIDA LICENSED SURVEYOR AND MAPPER NO. 5561

04/08/2026
DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

R. Thomas Snow
Digitally signed by R. Thomas Snow
Date: 2026.05.28 08:24:58 -04'00'

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	4/8/26	JOE B.	REVISED RIGHT OF WAY INFORMATION AND ADDED EASEMENT NOTE	RTS
	5/28/26	RTS	REMOVED NOTE 5 AT COUNTY'S REQUEST	RTS

RALPH THOMAS SNOW, PSM
2624 BENT HICKORY CIRCLE LONGWOOD, FL, 32779
407-701-6101 TSNOW3BQ@GMAIL.com
FLORIDA REGISTRATION NUMBER 5561

0 HILLVIEW DRIVE
ALTAMONTE SPRINGS, FL.

TYPE OF SURVEY
BOUNDARY SURVEY

FB/PG:	FIELD DATE:	PROJECT NO.
1721	01/01/2026	A-242

DRAWING DATE:	BY:	APPROVED:	SCALE:
01/02/2026 04/08/2026	JOE B.	RTS	1"=30'

1 OF 1

April 30, 2026

Seminole County Planning and Zoning
1101 East 1st Street
Sanford, FL 32771

plandesk@seminolecountyfl.gov

Encore at Hillview - Subdivision Plat
City Case No.: SPF-2025-0083

To Whom It May Concern:

In accordance with the Conditions of Approval outlined in the "Notice of Final Site Plan Approval and Issuance of Final Development Order" issued by the City of Altamonte Springs for Encore at Hillview (the "Project") dated November 12, 2025, the proposed subdivision plat and associated ownership and maintenance documents were submitted to the City on April 21, 2026 by the Project engineer of record, Kim Fisher, P.E., of Cycorp Engineering, Inc., for review and concurrency.

Based on our review of the submittal, we have determined that the attached *Encore at Hillview* plat incorporates the requested additions to the dedication language for City operation and maintenance of the proposed potable water and reclaimed water utility mains. These utility lines shall be constructed by the Project owner/developer and conveyed to the City for ownership by bill of sale upon satisfactory completion of final inspections.

All sanitary sewer improvements shall remain privately owned and maintained by the proposed homeowners' association. The plat was reviewed solely for conformity to City requirements related to public and private utility improvements and was not evaluated for statutory compliance.

Please note that as a condition of municipal potable water, reclaimed water, and sanitary sewer services being provided to the Project, the platted lands are subject to the Encore at Hillview Utility Services and Annexation Agreement by and between SFPR Sunland LLC and the City of Altamonte Springs (City Agreement AN25-08) as recorded in the Public Records of Seminole County, Florida, in ORB 10978, Pages 1226-1242.

If you should require any further information, please feel free to contact us at the telephone numbers or emails below.

Sincerely,

City of Altamonte Springs

Dean Fathelbab

Dean S. Fathelbab
Director of Growth Management
DFathelbab@Altamonte.org

Janelle D. Mack
Utilities Coordinator, Public Works & Utilities
JMack@Altamonte.org

Cc: Mary Sneed, City Attorney

Encl. Encore at Hillview Plat

Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2026012045 Book:10978 Page:1226-1242; (17 PAGES) RCD: 2/9/2026 10:42:49 AM
REC FEE $146.00

THIS INSTRUMENT PREPARED BY:
Mary L. Sneed, Esq., City Attorney
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Seminole County, Florida
Property Appraiser's Parcel ID Numbers:
22-21-29-300-0180-0000

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

ENCORE AT HILLVIEW
UTILITY SERVICES AND ANNEXATION AGREEMENT
(AN25-08)

THIS ENCORE AT HILLVIEW UTILITY SERVICES AND ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into as of this 3rd day of February, 2026 by and between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (the "**City**"), and **SFPR SUNLAND LLC**, an Florida limited liability company, whose address is 8241 Via Bonita Street, Sanford FL 32771 (hereinafter referred to as "**Owner/Developer**").

[Whenever used herein the terms "Owner/Developer", and "City" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.]

WITNESSETH:

WHEREAS, the Owner/Developer owns certain property located in unincorporated Seminole County, Florida, as shown and described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter referred to as the "**Subject Property**"), which is proposed to be developed as Encore at Hillview (hereinafter referred to as the "**Project**"); and

WHEREAS, the Owner/Developer has requested and the City has agreed to provide municipal potable water, reclaimed water, and sanitary sewer services to the Project; and

WHEREAS, in order for the City to provide said municipal potable water, reclaimed water, and sanitary sewer services to the Subject Property, the Owner/Developer has agreed to and shall design, permit, and construct all necessary potable water, reclaimed water, and sanitary sewer utility facilities in conjunction with the Project at the Subject Property in accordance with the City's Land Development Code and Ordinances; and

WHEREAS, the City's policy is that properties must be annexed or execute an agreement

for future annexation into the City prior to municipal utility services being extended to such properties; and

WHEREAS, the City has agreed to accept from the Owner/Developer ownership and maintenance responsibility for certain Owner/Developer-constructed potable water and reclaimed water utility facilities for the Project upon completion of construction of the same to the standards and requirements of the City's Land Development Code and Ordinances (the **"Public Facilities"**), and

WHEREAS, the Owner/Developer shall be responsible for the continued ownership and maintenance responsibilities for all Owner/Developer-constructed sanitary sewer facilities for the Project, including but not limited to the pressurized and gravity sewer mains, and sanitary sewer lift station (the "**Private Facilities**"); and

WHEREAS, the Owner/Developer has obtained development approvals from Seminole County under Project No. PZ24-20000005 and PZ24-55100008 for the rezoning and Preliminary Site Plan of the Project; and

WHEREAS, the Owner/Developer has obtained, or is in the process of obtaining from Seminole County, Final Development Plan and subdivision plat approval for the Project and development shall commence shortly thereafter under the jurisdiction of Seminole County; and

WHEREAS, the subdivision under the jurisdiction of Seminole County shall include the construction of subdivision infrastructure including the connection to municipal potable water, reclaimed water, and sanitary sewer facilities, in accordance with Seminole County requirements and Florida Statutes and meeting the City's standards; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties concerning the matters contained herein.

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

1.0 INCORPORATION

The recitals herein contained are true and correct and are incorporated herein by this reference.

2.0 TITLE OPINION/CERTIFICATION

The Owner/Developer will provide to the City, as a condition to the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other

encumbrances not satisfied or released of record.

3.0 SUBORDINATION/JOINDER

Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination, in form and substance acceptable to the City Attorney, prior to the City's execution of this Agreement.

4.0 ANNEXATION AND ROADWAY JURISDICTION

4.1 Petition for Annexation. The Owner/Developer, in consideration of this Agreement for City's provision of municipal potable water, reclaimed water, and sanitary sewer services to the Subject Property does, by this Agreement and without any further application requirements from the Owner/Developer and or subsequent owners, hereby apply to and irrevocably petitions the City for annexation of the Subject Property into the City. The Owner/Developer further agrees that upon execution and recording of this Agreement by the City, its application and petition for annexation of the Subject Property on behalf of the Owner/Developer and any subsequent owners is irrevocable.

4.2 Annexation of the Subject Property. Pursuant to Florida Statutes, the Subject Property is eligible for annexation as it is contiguous to the City limits. However, nothing in this Agreement shall compel or obligate the City to annex, or consider to annex, the Subject Property. The City may elect, at its sole discretion, to not consider annexation of the Subject Property. The Owner/Developer, and any subsequent owners purchasing all or any part of the Subject Property, hereby acknowledge and agree that they shall not have the right to demand annexation of the Subject Property by the City under this Agreement. In the event that the City elects to initiate annexation of the Subject Property at its sole discretion and choosing, the City shall prepare all necessary standard documents for annexation at Owner/Developer's costs and expense. Such annexation shall be in accordance with all rules and regulations applying to annexations, and in compliance with the City's ordinances and policies relating to the annexation and zoning of the Subject Property.

4.3 Roadway Jurisdiction. At such time as the City may elect, at the City's sole discretion, to annex at the cost and expense of the Owner/Developer, the Subject Property said annexation shall not obligate the City to own or maintain any public or private roadway or drainage system within or serving the Subject Property. Roadways within or adjacent to the Subject Property may be included in the annexation process for defining municipal boundaries. However, in accordance with Florida Statute Chapter 335.0415 – Public road jurisdiction and transfer process, the change in jurisdiction of a public roadway between a county and city may be transferred between jurisdictions only by mutual interlocal agreement.

5.0 SUPPLEMENTAL DEVELOPMENT PLAN AND PLAT REVIEW AND APPROVAL BY CITY

5.1 Subdivision Development Plan and Plat Review for Utility Conformance. It is the purpose and intent of the City that subdivision development projects which are located in unincorporated Seminole County but are to receive municipal potable water, reclaimed water, and sanitary sewer utility services as a condition of approval, are designed and constructed so that the utilities are compliant with City regulations. To that end, the Owner/Developer shall, meet the more restrictive requirements as set forth by either the City of Altamonte Springs or Seminole County pertaining to subdivision potable water, reclaimed water and sanitary sewer utility design and construction. The City's Development Review Committee (DRC) will review the subdivision development plan, subdivision plat, and supporting documents through its supplemental plan review process to ensure compliance with the City's Land Development Code requirements for municipal utility services to include without limitation, utility design for utility construction; utility tracts, and utility easements to be conveyed to the City. However, the City's supplemental review process will not include or require compliance with City zoning regulations or landscape and tree protection regulations. If full compliance to the City's Land Development Code requirements for potable water, reclaimed water, and/or sanitary sewer utility design and construction is not possible, the Owner/Developer must have obtained the appropriate City waiver(s) as outlined in the respective codes and ordinances prior to plan and proposed plat approval by the City. Any and all waivers approved by the City shall be noted on the cover sheet of the Approved Plan as defined below. Failure to achieve compliance with the City's Land Development Code or ordinances pertaining to potable water, reclaimed water, and/or sanitary sewer utility design and/or construction, or failure to have obtained the necessary waiver(s) as provided herein, shall be as further addressed in Section 12.0 – Obligations, Compliance, and Remedies, below.

5.2 City Plan Approval. The Owner/Developer has sought the City's approval for the extension and construction of municipal potable water, reclaimed water, and sanitary sewer utility services to serve the Project on the Subject Property under the Supplemental Utility (Level 1) Plan entitled "*ENCORE AT HILLVIEW*", City Case Number SPF-2025-0083. The Development Review Committee approval of the final plan for utility construction issued on November 12, 2025, further evidenced by the Notice of Site Plan Approval and Issuance of Final Development Order, encompasses the entire approved plan including any and all subsequent City approved amendments thereto (hereinafter referred to as the "**Approved Plan**"), is specifically incorporated into this Agreement by reference. It is acknowledged that the Approved Plan may, or may not, coincide with plan approvals by Seminole County, Florida for subdivision development. However, changes required by Seminole County under their jurisdiction which may impact subdivision potable water, reclaimed water, and/or sanitary sewer utility design, easement conveyances to the City, and construction shall be brought to the City's attention for review and approval as an amendment to the Approved Plan.

6.0 RECLAIMED WATER AND CROSS CONNECTION CONTROL

6.1 Reclaimed Water Installation. The Owner/Developer acknowledges and agrees to comply with all reclaimed water system (known as Project APRICOT) requirements as described in the City's Land Development Code, including but not limited to the installation of internal on-site improvements and the installation of a main line across the Subject Property frontage. All properties located in the City, or subject to annexation, must plan for the use of reclaimed water for irrigation of landscaping and make connection to the reclaimed water system when available. Although reclaimed water is not currently available to the Subject Property, subdivision improvements shall be designed and constructed to include the installation of a reclaimed water system network. The internal network as shown on the Approved Plan may be limited to 4" pipe with individual service connections to each subdivision lot. The network shall accommodate connection at Hillview Drive and shall include a 4" main line extension along Hillview Drive across the Subject Property's frontage. Pipe color-coding and tracing wire shall be installed in accordance with reclaimed water standards.

6.2 Interim Use of Potable Water for Irrigation. Until reclaimed water main piping is extended to the Subject Property by the City or adjacent development, a temporary interim connection between the reclaimed water system network and the potable water system shall be provided. The temporary interim connection (an interconnect) shall be equipped with a City approved backflow prevention assembly in accordance with City Cross Connection Control policies and regulations and other regulatory agency requirements. Until reclaimed water service is available, individual services for irrigation shall be equipped with a potable irrigation (PI) meter and billed accordingly.

6.3 Timing of Connection and Use of Reclaimed Water. In the event that reclaimed water is extended and made available to the Subject Property before or during the Owner/Developer's construction of the Subject Property's reclaimed water system network and prior to Project Close-out, the Owner/Developer shall be required to make connection to and utilize the City's reclaimed water system for irrigation of landscaping. However, in the event that reclaimed water is extended and made available to the Subject Property after Project close-out, the City shall make the required connection to the reclaimed water system at such time after it has been made available but at the City's sole discretion regarding timing of connection. This may occur before or after annexation and at the sole discretion and best interest of the City as determined by the City.

6.4 City Cross Connection Control Regulations. Irrigation to the subdivision lots shall be by potable irrigation (PI) until reclaimed water is available. PI meters provide for billing of water usage without sewer charges. Any and all existing wells must be abandoned. Backflow protection between the domestic potable water supply and the future reclaimed water line shall be at the temporary interconnect. Backflow protection at the temporary interconnect shall remain in place until such time as the future reclaimed water

main is activated as a reclaimed water system; at time of activation, the interconnect shall be severed and backflow protection at the interconnect shall be removed. The City may require backflow protection on any domestic potable water service connection in accordance with City Cross Connection Control Regulations and policies if the City determines that a connection serving any lot or common area comprising the Subject Property presents a hazard.

7.0 SANITARY SEWER DESIGN AND CONNECTION

Subject Property Connection to City Sewer. The City's existing 48" gravity sewer line located in Hillview Drive serves as a major collector for conveying wastewater flows to the City's Regional Water Reclamation Facility. For this reason, and regardless of site elevations, the proposed development requires the construction of an on-site sanitary sewer lift station with connection to the 48" major collector by pressurized force main. The design and construction of the on-site gravity sewer, lift station and force main system shall be engineered to prohibit the reversal of flows back through the system when the 48" major collector runs full; a check valve mechanism must be provided. As shown on the Approved Plans, connection shall be made to a downstream manhole near the proposed Project within the right-of-way of Hillview Drive. A signed/sealed engineering design report for the proposed connection, and as included with plans submittals to the City, shall be incorporated into the Approved Plans by reference. The design report, and references on the Approved Plan, must include a flow and timing analysis.

8.0 AGENCY PERMITS AND APPROVALS

8.1 FDEP Permit Approvals. City Development Review Committee approval of the subdivision development plan shall be required prior to the City's execution of the Project's Florida Department of Environmental Regulation (FDEP) permit applications for potable water, reclaimed water, and/or sanitary sewer utility construction.

8.2 City Site Improvement Permit. A City Site Improvement Permit is required for potable water, reclaimed water, and sanitary sewer system construction and connections. This work shall be subject to City utility inspections. The cost of the City's Site Improvement Permit will be based on the Project engineer's estimate or a construction contract for all work associated with the potable water, reclaimed water, and sanitary sewer utility work. The value of the estimate or contract must be approved as being adequate by the City Engineer.

8.3 Other Regulatory Approval and Permits. All subdivision development plan site work, exclusive of the potable water, reclaimed water, and sanitary sewer utility work, is under the jurisdiction of Seminole County for review, permitting and inspection. However, nothing in this Agreement shall prohibit Seminole County from performing concurrent inspections of the utility systems to ensure compliance and conformance of the Project and performance bonding of subdivision infrastructure or approvals for subdivision plat recording. The City shall work with Seminole County in this regard to ensure that

inspections required by the City for potable water, reclaimed water, and sanitary sewer utility construction shall be performed in a timely manner and the results of any such inspections shall be available to Seminole County upon request. Further, all work within Seminole County right of way shall be under the jurisdiction of Seminole County for review, permitting, and inspection.

9.0 CITY UTILITY FEES AND PAYMENT

Utility Connection Fees. The Owner/Developer shall pay any and all utility connection fees and/or such other fees (e.g., meter fees, etc.) as may be required by the City Code or the City's regulations and policies for municipal potable water, reclaimed water, and sanitary sewer utility services. Utility connection fees and/or such fees due to the City shall be paid to the City prior to the issuance of any building permits by the appropriate permitting agency. Since utility connection fees for residential lot building construction are due and payable to the City prior to building permit issuance by Seminole County, as utility connection fees are paid, a utility letter will be issued by the City acknowledging receipt of fee payment. This letter will provide the necessary evidence of fee payment for Seminole County permit issuance for residential building construction.

10.0 CONSTRUCTION OF UTILITY FACILITIES

10.1 Mandatory City Pre-Construction Conference. Prior to the City's issuance of the Site Improvement Permit and commencement of any site work, a pre-construction conference with the City is required in accordance with the City's Land Development Code. The meeting is mandatory and will be to introduce the contractor to the City's inspection team and to discuss general requirements of the City pertaining to the potable water, reclaimed water, and sanitary sewer construction, connections, and related inspections. Representatives of Seminole County will also be invited and encouraged to attend.

10.2 Licensed Utility Contractor. Utility extensions and connections to the City's potable water, reclaimed water, and sanitary sewer systems, as shown on the Approved Plan, must be performed by a certified general contractor or certified underground utility and excavation contractor licensed in the State of Florida in accordance with all applicable governmental laws, regulations and City Land Development Codes and Ordinances.

10.3 Professional Engineering Services. The construction of the potable water, reclaimed water, and sanitary sewer utility facilities shall be in accordance with the Approved Plan, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies, Seminole County, and the City. Said potable water, reclaimed water, and sanitary sewer utility facility extension and connections shall be as specified by the City's Public Works and Utilities Department and shown on the Approved Plan. Any deviation from the Approved Plan shall require the prior written approval of the City's Public Works and Utilities

Director or his authorized representative. The Owner/Developer shall be required to retain the services of a professional engineer through Project completion to satisfy Project close-out requirements identified in Section 11.0 below.

11.0 PROJECT CLOSE-OUT AND DEDICATION OF UTILITY FACILITIES

11.1 General. In accordance with the Approved Plan, the City will accept certain potable water and reclaimed water utility facilities as public infrastructure. The City shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on the Subject Property other than the potable water and reclaimed water utility facilities located within public right-of-way or utility easements granted to the City in accordance with the Approved Plan and this Agreement. The sale of water to any respective customer on the Subject Property shall occur at the customer's side of the utility meter. The City will issue a Certificate of Completion upon receipt of all satisfactory Project close-out submittals in accordance with City Land Development Code Requirements (Refer to Article XVI – Subdivision and Site Development – Permitting, Inspection Procedures, and Project Close-Out). Project close-out submittals to be submitted by the Owner/Developer at no cost to the City will include, but are not limited to, all items listed in this Section and as identified on the Approved Plans. All legal documents, bonds, and agreements for Project Close-out shall be in such form provided by or acceptable to the City as approved by the City Attorney.

11.2 Construction Record Drawings (CRDs). Final Construction Record Drawings ("CRDs") of the complete set of the Approved Plan (all sheets including cover sheet, standard details, etc.), depicting potable water, reclaimed water, sanitary sewer utility information and other improvements, shall be provided to the City in electronic form after the City's review and approval of draft submittals is complete. Partial CRD submittals are required for City sign off on FDEP agency permits for water and/or sewer clearance.

11.3 As-built Survey. An as-built survey of the utility extensions and connections shall be provided to the City in electronic form after the City's review and approval of draft submittals is complete.

11.4 Project Engineer's Certification Letter. The Project engineer shall provide a certification letter confirming all utility work has been satisfactorily completed in accordance with CRDs and as-built survey.

11.5 Bill of Sale, Absolute. Transfer in fee simple to the City by Bill of Sale, Absolute all Owner/Developer rights, title and interest in and to all of the potable water and reclaimed water utility facilities to be conveyed to the City for ownership in accordance with the Approved Plan. The Bill of Sale, Absolute shall include as an exhibit, the Itemized

Costs of Construction listed in Section 11.6, below. The Bill of Sale, Absolute shall be submitted with the appropriate recording fees and the document will be duly recorded by the City in the Public Records of Seminole County, Florida.

11.6 Itemized Costs of Construction. An Itemized Costs of Construction of conveyed utility facilities shall be submitted to support the Bill of Sale, Absolute. This document, to be attached as Exhibit "A" to the Bill of Sale, Absolute, shall be in agreement with the utility facilities identified on the Construction Record Drawings (CRDs).

11.7 Maintenance Bond. A Maintenance Bond guaranteeing the potable water and reclaimed water utility facilities installed pursuant to this Agreement against defects in material, equipment, or construction for a period of two (2) years from the date of acceptance by the City shall be provided. The Maintenance Bond value shall be established based on the Itemized Cost of Construction and shall be either ten percent (10%) of the Itemized Costs of Construction or $5,000.00, whichever is greater.

11.8 FDEP Permit Clearances / Agency Approval Sign-off. Florida Department of Environmental Protection (FDEP) potable water, reclaimed water, and sanitary sewer permit clearances shall be provided for the respective FDEP permits for the Project.

11.9 Utility Easements Non-Platted. Conveyance to the City, its successors and assigns, shall be by good and sufficient Utility Easement for all other utility facilities not located within a dedicated platted easement, parcel, tract, or right-of-way. Said easement shall grant the City a perpetual right, easement, and privilege to own, operate, maintain, repair, and replace utility facilities, including mains, connections, pumps, and meters, together with the right of ingress and egress within granted easements. Owner/Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon. So long as the easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including, but not limited to sewer, water, and reclaimed water services.

11.10 Recording Fees. Recording fees shall be provided for the Bill of Sale, Absolute, deeds, easements and any other instruments or legal agreements to be recorded by the City in the official records of Seminole County, Florida. Recording fees shall be calculated by the City in accordance with recording fees adopted by Seminole County at the time of Project close-out.

12.0 OBLIGATIONS, COMPLIANCE, AND REMEDIES

12.1 Obligations. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Land Development Code, and City Ordinances, as they relate to requirements for municipal utility services and in accordance with the Approved Plan, as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable.

12.2 Compliance and Remedies - Subdivision Development and Utility Infrastructure Construction. The Project shall be under the jurisdiction of Seminole County as it pertains to plat approvals and subdivision infrastructure conformance. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement, in accordance with the City's Land Development Code, Ordinances relating to municipal potable water, reclaimed, water and/or sanitary sewer utility services and specifications and City approvals in accordance with the Approved Plan after a City Utility Permit has been issued, then the City shall give the Owner/Developer and Seminole County thirty (30) days written notice of the Owner/Developer's obligation to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, the City, without further notice to the Owner/Developer, or its successors in interest, shall notify Seminole County of the Owner/Developer's failure to perform. Upon notification to Seminole County, Seminole County shall determine what remedies may be appropriate based on Seminole County plat approvals and related plat performance bonds. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, permit approval sign-offs, and may withhold providing municipal potable water, reclaimed water, and/or sanitary sewer utility services to the Project should the Owner/Developer fail to comply with the terms of this Agreement. Notwithstanding the foregoing, the City shall not be obligated to activate potable water, reclaimed water, or sanitary sewer service to the Project until the City has received all of the items required for project closeout, including but not limited to those items specified in Section 11 above.

12.3 Compliance and Remedies - After Project Completion. After Project completion, should the Owner/Developer (including any subsequent entity or owner of the Subject Property, in part or in whole, which may include without limitation a subsequent individual lot owner) fail to comply with the City's Land Development Code, and City Ordinances, as they relate to requirements for municipal utility services and in accordance with the Approved Plan, as amended from time to time, then the City shall give the Owner/Developer thirty (30) days written notice of the Owner/Developer's obligation to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any rights or remedies that it may have, perform any and all such required obligations. Further, the City is hereby authorized to assess the actual and verified cost of completing such obligations required under this Agreement against the Subject Property. The lien of such assessments shall be superior to all others, and all existing

lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the below-mentioned address.

13.0 ATTORNEY'S FEES

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment for said monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of sixteen percent (16%) compounded annually or at the maximum rate allowed by law.

14.0 INDEMNIFICATION

The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Project on the Subject Property, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development Project on the Subject Property, including, but not limited to, utility plans (e.g. potable water, reclaimed water, sanitary sewer, drainage, etc.), fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

15.0 NOTICES

Where notice is herein required to be given between parties, it shall be by certified mail, return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following, as applicable:

FOR THE OWNER/DEVELOPER:

SFPR SUNLAND LLC
8241 Via Bonita Street
Sanford, FL 32771

FOR THE LENDER:

Charles E. Sanders II
17732 Baywatch Ct. NE
Poulsbo, WA 98370

FOR THE CITY:

Director of Growth Management
City of Altamonte Springs
225 Newburyport Ave
Altamonte Springs, FL 32701

Director of Public Works and Utilities
City of Altamonte Springs
225 Newburyport Ave
Altamonte Springs, FL 32701

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

16.0 TITLES AND HEADINGS

The title of this Agreement, and the headings of Sections and sub-Sections used herein are for convenience only and shall not be relied upon in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

17.0 BINDING EFFECT

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest and the City and its assigns and successors in interest. The Owner/Developer agrees to pay the cost of recording this document in the Public Records of Seminole County, Florida, and shall reimburse the City for the preparation of this Agreement in such amount to be determined by the City. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

18.0 PRIOR AGREEMENTS

This Agreement constitutes the full and complete agreement and understanding of the parties relating to the matters set forth herein and this Agreement shall supersede and replace

any prior written or oral agreements concerning such matters. However, the terms and conditions of the Approved Plan are herein incorporated. In the event of a conflict between this Agreement and the Approved Plan should occur, the more stringent requirement shall apply unless otherwise agreed to by the City.

19.0 SEVERABILITY

If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Signature of **Witness # 1**

TANYA MILLER
Print or type name

8291 VIA BONITA
Address

SANFORD, FL
City/State

Signature of **Witness # 2**

CURTIS MILLER
Print or type name

8240 VIA BONITA
Address

SANFORD, FL
City/State

OWNER/DEVELOPER

By: _____
Signature

ZACHARY MILLER
Print or type name

As: MGR of SFPR Sanford
Print or type corporate officer title (if applicable)

Mailing Address:
8291 VIA BONITA
SANFORD, FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of January, 2026 by Zachary Miller as Owner for _____.

SHELTON WAYNE FULSANG
MY COMMISSION # HH 466003
EXPIRES: March 15, 2028

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

☒ Personally known, or
☐ Produced Identification
Type of Identification Produced:

ACCEPTED BY THE CITY OF ALTAMONTE SPRINGS

Approved as to form and legality for use and reliance by the City of Altamonte Springs

MARY SNEED, City Attorney

By: Pat Bates
Pat Bates, Mayor

Date: 2/3/2026

ATTEST: Angela M Apperson
Angela M. Apperson, City Clerk

Mailing Address:
225 Newburyport Avenue
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2026, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

Signature

(Notary Seal)

Alisa Prince
Print name

Notary Public - State of Florida
Commission No. HH 418338
My Commission Expires: 10/21/2027

ALISA PRINCE
Commission # HH 418338
Expires October 21, 2027

THIS INSTRUMENT PREPARED BY:
Mary L. Sneed, Esq., City Attorney
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Seminole County, Florida
Property Appraiser's Parcel ID Numbers:
22-21-29-300-0180-0000

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

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made this 5th Day of January 2026, by **CHARLES E. SANDERS II**, an individual resident of the State of Washington, whose address is 17732 Baywatch Ct. NE, Poulsbo, Washington 98370, referred to as Mortgagee.

WITNESSETH: Mortgagee is the owner and holder of that certain Purchase Money Mortgage ("Mortgage"), which Mortgage is recorded in Official Records Book 10921, Pages 626-634 in the Public Records of Seminole County, Florida, and which Mortgage encumbers the property described in that certain Developer's Agreement, which property is owned by **SFPR SUNLAND, LLC,** a Florida limited liability company. Mortgagee does hereby agree to subordinate all its interests and rights contained in the property to the foregoing Utility Services and Annexation Agreement entered into by SFPR SUNLAND LLC as Owner/Developer and the CITY OF ALTAMONTE SPRINGS. This Subordination Agreement shall bind all successors, assigns, and representatives of the Mortgagee.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Signature of Witness # 1
Anita Zuidweg 2359 Yale Ave E Seattle WA 98102
Print name

Anna Dinoyo 653 SE Lakeway Blvd. Port Orchard, WA. 98367
Signature of Witness # 2
Anna Dinoyo
Print name

MORTGAGEE:

By: Charles E. Sanders II
Signature
Charles E. Sanders II
Print name: Charles E. Sanders II

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ~~31st day of December, 2025~~, 5th day of January, 2026 by CHARLES E. SANDERS II.

ANNA DINOYO
Notary Public
State of Washington
Commission Number 20105585
My Commission Expires
04-30-2028

Signature of Notary Public – ~~State of Florida~~ Washington

Anna Dinoyo, 20105585
Print, Type, or Stamp Commissioned Name of Notary Public exp 04-30-2028

☐ Personally known, or

☒ Produced Identification

Type of Identification Produced:

WA State DL

EXHIBIT "A"

SUBJECT PROPERTY

LEGAL DESCRIPTION:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 22, 25 FEET TO THE POINT OF BEGINNING, BEING ON THE NORTH RIGHT OF WAY LINE OF HILL VIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 443.36 FEET, THENCE RUN NORTH 89 DEGREES 36 MINUTES 52 SECONDS EAST PARALLEL TO AND 468.36 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 22, 328.18 FEET; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 443.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE, THENCE RUN SOUTH 89 DEGREES 36 MINUTES 52 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 328.73 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0533

Title:

Request for Board approval to submit a grant application to the U.S. Department of Justice COPS Technology and Equipment Program for the Seminole County Sheriff's Vehicular Mobile Radio Upgrade Project, requesting $1,900,000 for the purchase of radios; and authorize the County Manager or designee to execute all grant documents associated with the grant application. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Telecommunications

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Tommy Oliveras / 407-665-1002

Background:

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) is pleased to invite your agency, Seminole County Government, to apply for funding under the FY 2026 COPS Technology and Equipment Program (TEP) Invitational Notice of Funding Opportunity (NOFO) in the amount of $1,900,000.00 for the following technology and equipment project: "Seminole County Sheriff's Vehicular Mobile Radio Upgrade Project."

FY 2026 TEP provides funding to state, territorial, local, Tribal, and other entities designated for Community Project Funding / Congressionally Directed Spending in the Commerce, Justice. Science, and Related Agencies Joint Explanatory Statement (JES) for the Commerce, Justice, Science, Energy and Water Development, and Interior and Environment Appropriations Act, 2026 (Public Law 119-74). Although FY 2026 TEP is a noncompetitive program, to receive the grant award, all eligible funding recipients must complete an online application that includes specific, detailed budget and narrative information outlining the agency's project. The grant covers 100% of

project costs, with 0% match from the applicant.

Requested Action:

Staff requests Board approval to submit a grant application to U.S. Department of Justice COPS Technology and Equipment Program for Seminole County Sheriff's Vehicular Mobile Radio Upgrade Project requesting $1,900,000 for the purchase of radios; and authorize the County Manager or designee to execute all grant documents associated with the grant application.

OMB No. 1103-0098
Approval Expires 05/31/2028

FY 2026 COPS Technology and Equipment Program

Grants.gov Funding Opportunity Number: O-COPS-2026-172583

Application Deadlines in Eastern Time (ET):

1: Complete SF-424 and Submit in Grants.gov: **July 16, 2026, by 4:59 ET**

2: Submit full application in JustGrants: **July 23, 2026, by 4:59 ET**

Community Oriented Policing Services
U.S. Department of Justice

Contents

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Community Oriented Policing Services (COPS) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing and the Administration's priority of Making America Safe Again by supporting the nation's state, local, territorial and Tribal law enforcement agencies through information and grant resources.

This is a notice of funding opportunity (NOFO) for the FY26 Technology and Equipment Program (TEP). This noncompetitive, invitational, funding opportunity provides funding to state, territorial, local, Tribal, and other entities designated under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment" in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

See the Eligible Applicants section for eligibility details.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.710
Statutory Authority	Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq
Grants.gov Opportunity Number	O-COPS-2026-172583
Expected Total Amount of Funding	$401,406,387
Anticipated Number of Awards	437

Award Type(s)	Grants
Anticipated Award Amount	Up to $20,000,000
Expected Award Period(s)	24 months starting on January 23, 2026

Key Dates and Times

NOFO Release Date	June 2, 2026
Step 1: Grants.gov Deadline	04:59 p.m. ET on July 16, 2026
Step 2: JustGrants Deadline	04:59 p.m. ET on July 23, 2026
Anticipated Notification Date	On or after October 1, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

Eligible applicants are limited to those identified in the Congressional Joint Explanatory Statement (JES) for the projects designated for funding. See FY26 CJS JES. The list of eligible applicants is also provided in the FY26 TEP Application Resource Guide.

Cost Sharing (Match) Requirement: This NOFO does not require cost sharing (match).

Additional Eligibility Factors

- The legal name (or “doing business as” name) associated with the applicant’s unique entity identifier (UEI) as registered in the System of Award Management (SAM) must coincide with the agency name listed in the JES.
- State and local governmental entities must comply with 8 U.S.C. §1373, which provides that State and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

3. PROGRAM DESCRIPTION

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74)

> *$401,406,387 is for a law enforcement technologies and interoperable communications program, and related law enforcement and public safety equipment, which shall be made available for the COPS Tech projects, and in the amounts, specified in the table titled "Community Project Funding/Congressionally Directed Spending" included for this division in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act) (Pub. L. No. 119-74, div A, title II (2026)*

The Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74) Division A JES lists the designated projects, which the Act incorporates by reference, as stated in relevant part, below—

> *Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment ("projects"). The agreement provides $401,406,387 for grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The agreement notes that the projects included in this statement should help improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards. The agreement directs the Department to provide the funding for the projects listed in the table titled, "Community Project Funding/Congressionally Directed Spending" at the end of this joint explanatory statement in the corresponding amounts, which are incorporated by reference in this act.*

Agency Funding Priorities

Unallowable Activities: The COPS Office has identified activities that are unallowable and will not be funded: read the FY26 TEP Application Resource Guide for details. In addition, refer to the Budget section in this NOFO for information on allowable and unallowable costs to help you develop your application.

Goals and Objectives of this Funding Opportunity

Goal 1: Respond to and prevent crime, expand the implementation of community policing, and improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve.

> **Objective 1:** Develop and acquire effective equipment, technologies, and interoperable communications.

Expected Outcomes

The COPS Office will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The COPS Office will only consider applications that contain all required parts, which are marked ***REQUIRED*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions. All supporting documents and resources for this program are on the COPS Office Website at https://cops.usdoj.gov/TEP.

Please **do not** include any content, including attachments or language within your application, commenting, modifying, challenging, and/or editing the grant requirements including the terms and conditions. Such content, if included, will not be **reviewed or considered** when evaluating your application nor will any attachment from an applicant unilaterally change the terms of a grant if awarded.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***REQUIRED***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***REQUIRED***	Online Form
Data Requested with Application ***REQUIRED***	Online Form
Budget ***REQUIRED***	Online Form
Additional Application Components • Non-Competitive Justification (if applicable) • Consultant Rate Justification (if applicable)	Attachment

Standard Applicant Information *REQUIRED*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov and add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract briefly summarizing (in 5–6 sentences / 500 words or less) the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (*e.g.,* staff names). The abstract should include names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, key partners, and who will benefit (including geographic area to be served). The abstract should be coherent, concise, and able to stand alone as a project summary. The abstract will not be scored but is used throughout the review process.

Write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information. Avoid using acronyms or terminology unfamiliar to a general public audience. This abstract, along with other federal award information, may be published on publicly available government-wide websites.

Data Requested with Application *REQUIRED*

A copy of the survey questions required for this NOFO can be found at https://cops.usdoj.gov/pdf/2026ProgramDocs/tep/Survey_Questions.pdf.

Budget and Associated Documentation

Budget *REQUIRED*

- Applicants must complete the Budget Detail Worksheet (Web-Based Form) in JustGrants, providing narrative entries in the "additional narrative" field to describe and justify each proposed cost. Read Complete the Application in JustGrants: Budget for more information on completing the form.
- Include only costs that are reasonable, allocable, necessary to implement the project, and directly link to the project title identified in the JES. Costs must be allowable under the funding statute and agency requirements.[1] See the FY26 TEP Application Resource Guide for a nonexhaustive list of allowable and unallowable costs.
- The information in the "additional narrative" field(s) should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project and demonstrate the efficient use of funding in achieving program goals.
- List each cost needed to implement the project under the appropriate cost category.
    - Clearly name and describe each cost.
    - Show the computation of each cost (*e.g.*, cost per unit, number of units, and total cost).
- All items will be reviewed on a case-by-case basis to determine reasonableness and allowability in the context of the allowable and unallowable costs of the program's purpose areas.
- Costs incurred on or after January 23, 2026, the enactment date of Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026 (Public Law 119-74) but prior to issuance of an award and approval of the project budget by the COPS Office may be reimbursed, but are incurred at the applicant's own risk, as authorized costs will be limited to those approved by the COPS Office.

[1] Read information on unallowable costs that apply to all funding opportunities in 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide.

Budget/Financial Attachments

- **Non-Competitive Justification (if applicable)**: Applicants should attach the noncompetitive justification or sole source justification as applicable. Additional guidance can be found in the Sole Source Justification Fact Sheet.
- **Consultant Rate Justification (if applicable)**: Applicants should attach the consultant rate justification as applicable. Additional guidance can be found in the Consultant/Contractor Rate Information for COPS Office Awards Fact Sheet.

Disclosures and Assurances

Complete the disclosures, assurances, and certifications in JustGrants. See the FY26 TEP Application Resource Guide for more information.

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) applies to this funding opportunity. See the appendices of the FY26 TEP Application Resource Guide for additional information.

Read COPS Office policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters in the FY26 TEP Application Resource Guide.

6. APPLICATION REVIEW INFORMATION

The FY26 TEP Application Resource Guide explains the responsiveness review, review criteria, review and selection process including risk review, and deciding official.

7. AWARD NOTICES

Read about the award notification process in the FY26 TEP Application Resource Guide.

8. POST-AWARD REQUIREMENTS AND ADMINISTRATION

Read the FY26 TEP Application Resource Guide for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	COPS Office Response Center Phone: 800-421-6770 Email: AskCopsRC@usdoj.gov Hours: 9 a.m. to 5 p.m. ET Monday–Friday (closed federal holidays)
SAM.gov Help Desk	Website: https://sam.gov/content/help Hours: 8 a.m. to 8 p.m. ET Monday–Friday
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: https://www.grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7 a.m. to 9 p.m. ET Monday–Friday; 9 a.m. to 5 p.m. ET Saturday, Sunday, and federal holidays.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0570

Title:

Approve and authorize the Chairman to execute the Communications Tower and Site Lease Agreement between Seminole County and Cellco Partnership d/b/a Verizon Wireless for use of Geneva (Landfill/Lake Harney) tower space. District2 - Zembower **(Alan Harris, Director of Emergency Management)**

Division:

Emergency Management - Telecommunications

Authorized By:

Alan Harris, Director of Emergency Management

Contact/Phone Number:

Tommy Oliveras/407-665-1002

Background:

Agreement will allow access to the Geneva (Landfill/Lake Harney) Tower Site to expand cellular services in Northeast Seminole County. There is no cost to Seminole County for the use of this space. Verizon Wireless will be charged rental space to cover any related operational and maintenance costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Communications Tower and Site Lease Agreement between Seminole County and Cellco Partnership d/b/a Verizon Wireless for use of Geneva (Landfill/Lake Harney) tower space.

COMMUNICATIONS TOWER AND SITE LEASE AGREEMENT BETWEEN SEMINOLE COUNTY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

THIS LEASE AGREEMENT (referred to as the "Agreement") is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, (in this Agreement referred to as "COUNTY,") and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, a Delaware general partnership with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (in this Agreement referred to as "PROVIDER.")

W I T N E S S E T H:

WHEREAS, COUNTY owns the Property, as defined in Section 2(d) below, upon which is located the Tower, which is defined in Section 2(e) below, and

WHEREAS, PROVIDER's business is wireless communications services and it has determined that the Tower's location, height, and structural design remains well suited for housing PROVIDER's antenna array for cellular service to customers in the vicinity of the Property; and

WHEREAS, COUNTY has sufficient space on its Tower to accommodate PROVIDER's equipment and requested collocation, as this term is defined in Section 2(a) below; and

WHEREAS, PROVIDER desires the utilization of a portion of the Tower and four hundred fifty (450) square feet of ground space of the Property (the "Leased Premises" as defined in Section 2(c) below) for the installation and operation of certain antennas and related cables and equipment, including generator equipment and an equipment shed and/or cabinets (the "Facilities" as defined in Section 2(b) below), for use in connection with its wireless communications business,

all as more particularly described in the site plan and elevation drawings attached to this Agreement as Exhibit C; and

WHEREAS, COUNTY is willing to grant PROVIDER a lease on a portion of the Tower and the Property along with a non-exclusive license to enter in and across the Property pursuant to the terms and conditions set forth below in order to allow PROVIDER to install, operate, and maintain its Facilities as described in the Description and Inventory attached to and incorporated in this Agreement as Exhibit D; and

WHEREAS, the Board of County Commissioners of Seminole County finds and determines that cooperative ventures of the type described in this Agreement best serve the public interest and constitute a true public purpose by fostering expansion of wireless communications and E-911 services while enhancing the aesthetics of COUNTY through reduction of the need for multiple towers via collocation of wireless service providers,

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

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Definitions. The following definitions apply to this Agreement:

(a) "Collocation" means the mounting and installation of antennas and ancillary equipment on an existing tower, building, or structure for the purpose of transmitting or receiving radio frequency signals for communications purposes.

(b) "Facilities" mean utility lines, transmission lines, PROVIDER's own equipment shelter and/or cabinets, if applicable, electronic equipment, transmitting and receiving antennas, power generator, supporting equipment and structures.

(c) "Leased Premises" mean the allocated antenna placement elevation space on the Tower along with the necessary space to accommodate attendant cabling, the space within COUNTY's equipment compound allocated for PROVIDER's ground-based equipment, and the non-exclusive access and utility easements across the Property which are more particularly described herein.

(d) "Property" means the property generally located at 1930 E. Osceola Road, Geneva, Florida 32732 and as more particularly described on Exhibit A attached to this Agreement and incorporated by reference.

(e) "Tower" means the COUNTY-owned telecommunications tower and related equipment compound that is located on the Property.

Section 3. Purpose and Intended Use.

(a) The leasehold and license rights granted under this Agreement are for the installation, operation, repair and maintenance of PROVIDER's Facilities in accordance with the site plan attached as Exhibit C to this Agreement and for no other purpose.

(b) PROVIDER will have the responsibility for supplying Exhibits C and D to this Agreement within ten (10) days of the Effective Date (as defined below) of this Agreement. PROVIDER's failure to provide such information timely may result in termination of this Agreement. Structural diagrams and indications of loading within either or both Exhibits must be under seal of a professional engineer.

(c) PROVIDER's use of the Property will be non-exclusive except as to the specified heights on the Tower and PROVIDER's portion of ground space as set forth in this Agreement.

(d) PROVIDER has exclusive rights to erect, maintain, modify, remove, add and operate antennas and related tower equipment such as remote radio units (RRU), tower mounted amplifiers (TMA), diplexers, triplexers or similar equipment (the "Allowed Equipment") on the Tower at a centerline of two hundred twenty-nine feet (229') above ground level. PROVIDER may not add additional antennas or other ~~e~~quipment to any other location on the Tower without the prior approval of COUNTY, which approval shall not be unreasonably withheld, conditioned, or delayed. Prior to making any modifications to PROVIDER's equipment, PROVIDER must obtain and provide to COUNTY, at PROVIDER's expense, a certified evaluation indicating that any modification(s) will not interfere with existing or proposed antennas of COUNTY or other collocated users of the Tower, and that the Tower can structurally accommodate the modification(s). Any structural modification(s) to the Tower necessary to accommodate any of PROVIDER'S equipment will be at PROVIDER'S expense. Upon proof that the Tower can accommodate PROVIDER'S proposed modification(s) and approval of the proposed modification(s) by COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed, PROVIDER shall provide COUNTY with a new Exhibit D in substantially the same form as the existing Exhibit D reflecting the modifications. This new Exhibit D will replace the existing Exhibit D without the need for an amendment to this Agreement, and this new Exhibit D will be proof of PROVIDER's Allowed Equipment on the Tower. Upon proof that PROVIDER has obtained all approvals necessary for the modifications, COUNTY shall issue PROVIDER a notice to proceed to make the modifications. Notwithstanding anything contained in this Agreement to

the contrary, COUNTY agrees that PROVIDER shall be able to make like-kind replacements of its equipment on the Tower that are the same or smaller in size without prior approval from COUNTY, provided that PROVIDER shall provide COUNTY with prior written notice of any such like-kind replacements. No prior notice to, or approval from, COUNTY shall be required for any modifications to PROVIDER's ground-based equipment.

Section 4. Due Diligence Period.

(a) PROVIDER will have up to two hundred forty (240) days from the Effective Date to undertake due diligence as to the suitability of the Tower for its collocation and level of service signal coverage needs (the "Due Diligence Period"). PROVIDER is permitted to enter the Property for the purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and RF signal, topographical, geotechnical, structural, and environmental tests and analyses (collectively "Investigations and Tests") that PROVIDER may deem necessary or desirable to determine the long term physical condition, feasibility, and suitability of the proposed new Tower collocation and related modifications to the surrounding Property. Upon PROVIDER's request, but such request must be no later than one hundred twenty (120) days from the Effective Date, COUNTY shall promptly provide PROVIDER with copies of all plans, specifications, surveys, engineering analyses, and maps for the Property and the Tower. The Tower map and diagrams must include the elevation of all collocated antennas to be located on the Tower and the frequencies upon which each operates. COUNTY is not responsible for any portion of PROVIDER's costs of collocation feasibility Investigations and Tests.

(b) Notwithstanding section 4(a), PROVIDER may waive its rights for making such Investigations and Tests if it so desires. Any such waiver must be signed by a person duly

authorized to contract on behalf of PROVIDER. However, COUNTY will not be liable under any cause of action whatsoever for any subsequent RF interference, belatedly discovered structural incompatibility, or operational issues that may arise by virtue of PROVIDER's decision to forego any part or all of such Due Diligence Period Investigations and Tests relative to continued collocation on the new Tower and the Property. Any such waiver of the Due Diligence Period Investigations and Tests must be immediately communicated in writing to COUNTY, but in no event later than fourteen (14) days from the Effective Date of this Agreement.

(c) If PROVIDER, in its sole discretion, determines at any time during the two hundred forty (240) day Due Diligence Period that the Property or the Tower will not be appropriate for PROVIDER's intended use, or if for any other reason or for no reason, PROVIDER decides not to commence its tenancy of the Leased Premises, then PROVIDER will have the right to terminate this Agreement without penalty upon written notice to COUNTY by no later than the expiration date of the Due Diligence Period.

(d) COUNTY shall ensure that any proposed, future collocations will be timely noticed to PROVIDER and subjected to the same advance testing, engineering certifications, and Due Diligence as described above to best assure that the proposed, future collocations will not interfere with either party's communications from the Property. Future collocations must not interfere with the operations of COUNTY, PROVIDER, or any other tenant using the Tower.

Section 5. Effective Date, Term, and Renewals.

(a) This Agreement shall be effective beginning upon the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties (the "Effective Date"). The initial term of this Agreement shall

be five (5) years, commencing on the Commencement Date (as defined below), and ending at 11:59 p.m. on the day immediately preceding the fifth anniversary of the Commencement Date, unless sooner terminated or modified under the terms of this Agreement by mutual consent of the parties through formal amendment to this Agreement.

(b) This Agreement will be automatically renewed for up to five (5) successive five (5) year terms unless PROVIDER elects not to renew by notifying COUNTY in writing of its intention not to renew at least sixty (60) days prior to the expiration of the then-applicable term, PROVIDER's failure to provide timely notification of its intention concerning non-renewal will bind PROVIDER to the terms of this Agreement for the full renewal term, subject to the early termination provisions of this Agreement. All correspondence under this subsection must be delivered as provided in Section 23 below.

(c) During each renewal term, all terms and conditions of this Agreement, as it may be amended from time to time, will remain in full force and effect.

Section 6. Annual fees, monthly rents, and charges.

(a) Commencing on the first day of the month immediately following the earlier of (i) the date that PROVIDER begins installation of its equipment at the Leased Premises or (ii) the date which is two hundred forty days (240) after the Effective Date (the "Commencement Date"), and on the first day of each subsequent month for the duration of this Agreement, PROVIDER shall pay monthly to COUNTY the sum of Three Thousand One Hundred and 00/100 Dollars ($3,100.00) as rent (the "Rent") for the occupation and use of the Leased Premises and for the non-exclusive license rights across the Property incidental to such occupancy, use, and enjoyment. The Rent shall be prorated for any partial months.

(b) Commencing on the first anniversary of the Commencement Date and on each anniversary of such date thereafter during the term of this Agreement (including all renewal terms referenced in Section 5(b) above), COUNTY reserves the right to annually increase the monthly rent imposed by Section 6(a) by an amount not exceeding three percent (3%) over the then existing monthly rent. It will be COUNTY's responsibility to timely calculate such adjustment and give written notice of the adjusted rent to PROVIDER. Until such annual adjustment is calculated and written notice provided to PROVIDER, the rent charged for the immediately preceding lease year will remain in effect. PROVIDER shall have up to sixty (60) days following notification of the written notice of the adjusted rent to begin making such adjusted rent payments.

Section 7. Right of Entry, Use, and Quiet Enjoyment of the Property.

(a) COUNTY covenants that it owns the fee simple interest in the Leased Premises and that it has the full legal authority to enter into this Agreement with PROVIDER.

(b) Beginning on the Commencement Date, PROVIDER may use the Leased Premises for any lawful activity in connection with the provision of its wireless communications services under the terms of this Agreement, and PROVIDER will have the ongoing right to the use and quiet enjoyment of the Leased Premises under the terms of this Agreement. COUNTY shall cooperate with PROVIDER in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for PROVIDER's intended use of the Leased Premises. PROVIDER shall bear all expenses connected with any such licenses, permits, and approvals.

(c) PROVIDER has the right, within the terms and constraints of this Agreement, to construct, erect, maintain, test, replace, remove, operate, and upgrade its Facilities. In connection

with these Facilities, PROVIDER has the right to do all work necessary to prepare, maintain, and alter the Leased Premises for PROVIDER's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of PROVIDER's construction and installation work must be performed at PROVIDER's sole cost and expense and in a good and workmanlike manner. All persons performing any such installation, construction, and removal work must be properly licensed and insured, proof of which must be provided to COUNTY upon written request therefore.

(d) PROVIDER will hold title to the Facilities, and all of these Facilities will remain PROVIDER's personal property and are not fixtures. PROVIDER has the right to remove the Facilities, at its sole expense, on or before the expiration or earlier termination of this Agreement. PROVIDER shall repair any damage to the Property and COUNTY's Tower caused by such activities at PROVIDER's own expense. Within ninety (90) days of expiration or earlier termination of this Agreement, PROVIDER shall remove the Facilities from the Property at no cost to COUNTY.

(e) PROVIDER, its employees, agents, and contractors will have access to the Leased Premises during normal business hours upon forty-eight (48) hours advance notice to COUNTY's Telecommunications Manager at (407) 665-1002. Business hours will be the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. COUNTY recognizes that occasionally certain emergency repair or service needs may require access to portions of the Property or the Tower itself, either during business hours or after hours and on holidays or weekends for which twenty-four (24) hour advance notice or same day notice to COUNTY is required. In such circumstances, PROVIDER shall notify COUNTY's Telecommunications

Manager at (407) 665-1002 during normal business hours or at 407-790-6255 outside of normal business hours, weekends, and holidays of the need for emergency access, and said Telecommunications Manager shall arrange for PROVIDER to access the Property or Tower within four (4) hours of such telephonic notice.

(f) Such Tower or other Property access must be conducted, to the fullest extent possible, during normal business, daylight hours. However, COUNTY shall allow after hours and night access with shorter advance notice in the event of emergency.

(g) Access to the Tower will require the presence of authorized COUNTY personnel or as COUNTY staff and PROVIDER staff may otherwise agree from time to time. PROVIDER's admittance will require adequate proof of identification to COUNTY's authorized personnel on site.

(h) Nothing in this Agreement may be construed as preventing COUNTY's telecommunications, public safety, or local law enforcement personnel from denying entry to persons not presenting sufficient proof of identification and purpose. Nothing in this Section may be construed as authorizing access for any purpose other than (i) repairs and maintenance to PROVIDER's Facilities that COUNTY has already approved for collocation, (ii) like kind replacements of PROVIDER's equipment on the Tower, and (iii) modifications or additions to PROVIDER's ground-based equipment. Except as expressly permitted under this Agreement, no new construction, addition to, or significant modification of such Facilities is authorized in the absence of express, prior approval of COUNTY's Telecommunications Manager.

(i) COUNTY grants a non-exclusive license for pedestrian and vehicular ingress and egress across the Property, to and from the Leased Premises, to PROVIDER and its agents,

employees, and contractors. COUNTY shall maintain all access roadways from the nearest public roadway to and within the Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. COUNTY shall maintain and repair such roadways at its sole expense, except for any damage caused by PROVIDER's use of such roadways; the repair of any damage to the roadways caused by PROVIDER's use thereof will be the financial responsibility of PROVIDER. COUNTY further grants to PROVIDER and its agents, employees, and contractors the non-exclusive right to install, operate, and maintain wires, cables, fiber, conduits and pipes running between, through and among the various portions of the Leased Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way.

(j) The leasehold and entry license rights granted under this Agreement are for the installation, operation, repair, and maintenance of PROVIDER's Facilities in accordance with the site plan attached to this Agreement as Exhibit C and for no other purpose. PROVIDER has the responsibility for supplying the most current and accurate versions of the information provided in Exhibits C and D within ten (10) days of the Effective Date. Structural diagrams and indications of loading within Exhibit B must be under seal of a professional engineer. This use will be non-exclusive.

(k) PROVIDER's antennas and all equipment must be properly grounded from lightning strikes in accordance with industry standards (*i.e.*, Motorola R 56 Standards) and must be approved by COUNTY and its professional engineering consultants. PROVIDER shall submit a grounding report within seventy-two (72) hours of completion of antenna, antenna array structure, and line work.

(l) Prior to commencing any initial or subsequent, additional collocation activities on the Tower (except for routine maintenance and like kind replacements), PROVIDER shall submit all of its architectural, engineering, and RF analyses for review and approval or disapproval by COUNTY and its professional engineering consultants. At a minimum, PROVIDER will be required to submit: (i) a Structural Analysis Report; (ii) a Co-channel Analysis Report; (iii) an Adjacent Channel Report; and (iv) a site-specific EMI Study. COUNTY may, at its sole discretion, waive the requirement for PROVIDER to submit any one or more of these reports if deemed unnecessary.

(m) PROVIDER may install additional antenna(s) or other equipment on the Tower only with COUNTY's prior, written consent and only after PROVIDER has obtained, at PROVIDER's expense, a certified evaluation indicating that the installation of such additional antenna(s) or other equipment will not interfere with existing or proposed antennas of COUNTY or other collocated users of the Tower, and that the Tower can structurally accommodate the modifications. There shall be no Rent increase associated with PROVIDER's installation of any additional antenna(s) or other equipment.

Section 8. Maintenance. PROVIDER shall keep and maintain the Leased Premises, the Facilities, and any other of its personal property located on the Leased Premises in good condition, reasonable wear and tear and damage from the elements excepted. COUNTY shall maintain and repair the Tower, the Property, and its own equipment shelter located on the Property, and access to them in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Nothing in this Agreement may be construed as requiring COUNTY to make capital improvements or enhancements to any portion of the Leased Premises or the access

road beyond their condition as of the Effective Date. PROVIDER is solely responsible for maintenance of landscaping installed by PROVIDER as a condition of this Agreement or any required permit.

Section 9. Utilities and Related Easements. PROVIDER shall furnish and install an electrical meter at the Leased Premises for the measurement of electrical power used by the Facilities at the Leased Premises, and PROVIDER shall pay the utility company directly. COUNTY shall sign such documents or grant such easements across COUNTY-owned real properties as may be required by such utility companies to provide electric, telecommunications, and fiber optic services to PROVIDER's Facilities on the Leased Premises at no cost to PROVIDER. Any easements across, over, or under COUNTY-owned real property that are necessary for such power or other utilities must be at a location reasonably acceptable to COUNTY and the servicing utility company. The acquisition and costs of any easements that PROVIDER may need to acquire across, over, or under adjacent properties not owned by COUNTY will be the sole responsibility of PROVIDER.

Section 10. Taxes. PROVIDER shall pay, to the extent required by law to be collected by COUNTY from PROVIDER, all applicable sales or use taxes that become due and payable on the Facilities during the term of this Agreement. PROVIDER shall pay, as they become due and payable, all personal property taxes due under the law from PROVIDER and due to PROVIDER's use of the Leased Premises.

Section 11. Aesthetic standards. COUNTY reserves the right to require PROVIDER to paint the Facilities to the extent that the painting of the Facilities does not compromise its functionality.

Section 12. Signal Interference.

(a) PROVIDER shall operate the Facilities in compliance with all FCC regulations and in a manner that will not cause interference to COUNTY's general government, public safety, and emergency wireless communications services, or to the equipment of other lessees collocated on the Tower as of the Effective Date.

(b) Subsequent to the installation of the Facilities, COUNTY shall not permit other lessees or licensees to install new equipment on or make any alterations to the Property, the Tower or property contiguous to them owned or controlled by COUNTY, if such alterations are likely to cause interference with PROVIDER's operations.

(c) PROVIDER acknowledges that collocation of wireless communications systems can sometimes result in direct and serious interference with public safety and emergency telecommunications systems of other public agencies and that the Tower and surrounding Property houses COUNTY's emergency and non-emergency wireless communications system. Accordingly, if at any time during the Due Diligence Period or thereafter during the term of this Agreement, COUNTY experiences any interference or blackout of its public safety, emergency, or general government radio communications systems as a result of PROVIDER's operation of its Facilities, then upon written notification to PROVIDER, COUNTY can require PROVIDER to cease operation of the interfering portion of the Facilities within twenty-four (24) hours of such notification until such time as the interference can be resolved to COUNTY's reasonable satisfaction.

Section 13. Default and Remedies.

(a) It is an event of default under this Agreement if: (i) PROVIDER fails to make any payment of any sums to COUNTY when due, and PROVIDER does not cure such default within

thirty (30) days after written notice of the default from COUNTY; (ii) PROVIDER fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from COUNTY specifying such default, unless the nature of the default is such that it cannot be remedied within thirty (30) days in the exercise of reasonable diligence, in which case PROVIDER will have such time as is reasonably necessary to remedy the default if PROVIDER promptly takes and diligently pursues such actions as are necessary to cure the default; (iii) PROVIDER abandons or vacates the Leased Premises for more than ninety (90) consecutive days; (iv) if a receiver, custodian or trustee is appointed for PROVIDER and such appointment is not vacated within sixty (60) days of the date of appointment; or (v) if any petition is filed by or against PROVIDER, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against PROVIDER, such petition is not dismissed within sixty (60) days after the filing thereof).

(b) In the event of a default by PROVIDER, COUNTY will have the right, at its option, in addition to and not exclusive of any other remedy COUNTY may have by operation of law, and without any further demand or notice, to terminate this Agreement.

(c) It will be deemed a default by COUNTY if (i) COUNTY fails to provide access to the Leased Premises as required by this Agreement or (ii) COUNTY fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from PROVIDER specifying such default, unless the nature of the default is such that it cannot be remedied within thirty (30) days in the exercise of reasonable diligence, in which case COUNTY will have such time as is reasonably necessary to remedy the

default if COUNTY promptly takes and diligently pursues such actions as are necessary to cure the default. In the event of a default by COUNTY, PROVIDER will have the right, at its option, in addition to and not exclusive of any other remedy PROVIDER may have by operation of law, and without any further demand or notice, to terminate this Agreement.

(d) IN NO EVENT WILL EITHER PARTY TO THIS AGREEMENT HAVE ANY LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY CLAIM OF LOSS OF USE, REVENUE, OR PROFIT.

Section 14. Cure by the Non-Defaulting Party. In the event of any default of this Agreement by either party, the non-defaulting party may at any time, after thirty (30) days written notice, or such other longer time as the non-defaulting party may require, cure the default for the account of, and at the expense of, the defaulting party. If the non-defaulting party is compelled to pay or elects to pay any sum of money, do any act that requires the payment of any sum of money, or incurs any expense as a result of the defaulting party's default, the sums that the non-defaulting party so pays, with all interest, costs, and damages will be deemed to be additional fees that will be due from the defaulting party to the non-defaulting party within two (2) months following receipt by the defaulting party of a written itemized invoice reflecting such expenses.

Section 15. Termination and Removal of Property.

(a) Conditions upon which this Agreement may be terminated by PROVIDER include the following: (i) upon thirty (30) days prior, written notice to COUNTY if PROVIDER is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction or operation of the Facilities or PROVIDER's operations; (ii) at any time during the

Due Diligence Period or any time after the Due Diligence Period, upon thirty (30) days' prior, written notice to COUNTY if the Leased Premises are not adequate for PROVIDER's intended use and purpose; (iii) upon thirty (30) days' prior, written notice to COUNTY if PROVIDER is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; (iv) upon thirty (30) days' prior, written notice to COUNTY if COUNTY fails to obtain or maintain any permit or license required for PROVIDER to operate upon, or to lease, the Property; (v) upon forty-five (45) days' written notice if the Property, including the Tower located on it, is destroyed or damaged beyond repair, or is condemned or transferred in lieu of condemnation; (vi) after the initial term, upon one hundred twenty (120) days' prior, written notice to COUNTY for any other reason; or (vii) in accordance with Section 13(c) above.

(b) This Agreement may be terminated by COUNTY upon any of the following conditions:

(i) Upon twenty-four (24) months' prior written notice if COUNTY decides, in its sole and absolute discretion and for any reason other than that related to interference with COUNTY 's emergency and non-emergency communications systems, to discontinue use of the Tower. COUNTY shall make a good faith effort to allow PROVIDER to relocate its Facilities to an alternative COUNTY site, if available, and which COUNTY has determined to be suitable for an antenna array of the type used by PROVIDER.

(ii) Upon at least ninety (90) days' written notice if COUNTY determines, in its sole and absolute discretion, that the Tower is structurally unsound, damaged beyond the point of an economically viable repair, or otherwise not suitable for PROVIDER's continued use, and a

new Tower has not been or cannot be constructed and brought into service, except that PROVIDER will first be afforded an opportunity to improve the Tower, at its sole cost and expense, as an option for continued use and occupancy of the Tower subject to Section 16 below concerning fitness for use. Following any such termination, PROVIDER shall, at its sole cost and expense, be permitted to install and operate a temporary communications facility from another location on the Property for a period of up to twenty-four (24) months in order to allow PROVIDER time to identify and relocate to a replacement site.

(iii) Upon thirty (30) days' written notice with a reasonable opportunity to cure such violation, if COUNTY determines that continued use of the Tower or Property, or any activities on them by PROVIDER, violates any applicable statute, regulation, or ordinance.

(iv) Following any PROVIDER default that is not cured in accordance with the time periods set forth in Section 13 above.

(v) Immediately upon written notice if PROVIDER abandons or vacates the Leased Premises for more than ninety (90) consecutive days.

(c) Upon the expiration or termination of this Agreement for any reason, PROVIDER shall remove its Facilities, at its sole cost and expense, within one hundred twenty (120) days after the expiration or termination of this Agreement (the "Removal Period"). Such removal must be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the Property and Tower including, but not limited to the use of the Property and Tower by COUNTY or other collocated lessees. If, however, PROVIDER requests permission not to remove all or a portion of the Facilities, and COUNTY gives written consent to such non-removal, then the parties shall execute a bill of sale; following execution of

such bill of sale, title to the affected Facilities will transfer to COUNTY, the Facilities will become the sole and entire property of COUNTY, and PROVIDER will be relieved of its duty to otherwise remove the Facilities. Upon the removal of its Facilities, PROVIDER shall restore the affected area of the Leased Premises to its condition at the commencement of this Agreement, reasonable wear and tear and casualty damage not caused by PROVIDER excepted. If PROVIDER fails to remove the Facilities within the Removal Period, COUNTY agrees to send a written notice of such failure to PROVIDER, and in the event PROVIDER fails to remove the Facilities within ten (10) days after receipt of such notice, then COUNTY may remove such equipment, fixtures and personal property from the Leased Premises, and PROVIDER will be liable for any costs of removal and disposition of same, as well as the restoration of the Leased Premises to its original condition, reasonable wear and tear and casualty damage not caused by PROVIDER excepted. PROVIDER shall bear all costs and expenses for the removal and restoration to be performed by PROVIDER pursuant to this Section, and PROVIDER expressly affirms that COUNTY will not be responsible for any portion of these costs and expenses.

(d) Notice of termination pursuant to this Section must be given in accordance with Section 23 below and will be effective upon receipt of such notice.

(e) If COUNTY decides to abandon the site for any reason or to sell the site to any commercial tower site investment company or commercial wireless carrier, COUNTY shall grant a first right of refusal to PROVIDER to purchase the tower site. In this instance, COUNTY and PROVIDER shall solicit three (3) independent valuations of the Property and PROVIDER will have the right to purchase the Property valued at the average of the three (3) valuations, if such valuations are acceptable to COUNTY. PROVIDER will have one hundred twenty (120) days to

complete the purchase of the site from COUNTY. COUNTY also grants to PROVIDER a first right of refusal if COUNTY decides to sell the tower site with all equipment, including the tower, generator, shelter, transfer switch, and UPS systems exclusive of the Property. COUNTY and PROVIDER would then enter into a lease agreement so that PROVIDER could remain on the Property for a term to be negotiated between both parties to this Agreement. Lease terms, conditions, and fees would be negotiated at that time.

Section 16. Fitness for Use.

(a) COUNTY makes no warranties or representations as to the present or continued fitness of the Tower in particular, or the Leased Premises in general, for the uses intended by PROVIDER. To the extent that PROVIDER adds to, alters, or expands the Tower mounted antenna array from the configuration in place as of the date of this Agreement, PROVIDER, at its sole expense, shall have the proposed changes on the Tower evaluated by COUNTY's independent engineering consultant (at no cost to PROVIDER) to determine, under seal, that the loading capacity of the Tower will not be exceeded. Furthermore, COUNTY does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with PROVIDER's use of the site during the term of this Agreement, nor does COUNTY assume any financial or other liability whatsoever in the event of such circumstances.

(b) COUNTY is responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. If PROVIDER is cited because the Tower is not in compliance with such requirements, and if COUNTY fails to timely cure the conditions of non-compliance, PROVIDER may either terminate this Agreement or

proceed to cure the conditions of non-compliance at COUNTY's expense, which amounts may be deducted from the Rent.

Section 17. Indemnification.

(a) Disclaimer of COUNTY's Liability. PROVIDER undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees all risk of dangerous conditions brought about by its Facilities and activities on the Property and the Leased Premises. COUNTY will not be liable for any injury or damage occurring in any way or resulting from any cause to any person or property arising out of PROVIDER's construction, installation, maintenance, repair, use, operation, condition, or dismantling of the Facilities except to the extent that such injury or damage is due to the negligence or intentional misconduct of COUNTY.

(b) Indemnification of COUNTY.

(1) The following indemnifications, which do not apply to claims, actions, damages, obligations, liabilities, or liens to the extent arising from the negligence or intentional misconduct of COUNTY, its officers, employees, and agents, will survive the termination of this Agreement.

(2) PROVIDER, at its sole cost and expense, shall indemnify and hold harmless COUNTY and its officers, boards, commissioners, representatives, employees, agents, attorneys, contractors, and elected and appointed officials (collectively, "Indemnitees") from and against the following:

(A) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses, and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) (collectively, the "Claims") that may be imposed

upon, incurred by, or be asserted against COUNTY or the Indemnitees by any act or omission of PROVIDER, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease, or death to any person or damage to, loss of use, or destruction of tangible or intangible property of any person, entity, firm or corporation, libel, slander, invasion of privacy, breach of contract, or any other right of any person, entity, firm or corporation, including actions under Chapter 688, Florida Statutes (2025) concerning trade secrets, as this statute may be amended from time to time, which may arise out of or be in any way connected with the performance of this Agreement, including but not limited to: (1) the construction, installation, maintenance, repair, use, operation, replacement, or removal of its Facilities located on the Tower and Property; or (2) PROVIDER's failure to comply with any federal, state, or local statute, ordinance, or regulation.

(B) Any and all Claims which may be imposed upon, incurred by, or be asserted by means of any claim or lien arising out of work, labor, materials or supplies provided or supplied to PROVIDER, its contractors or subcontractors for the construction, installation, maintenance, repair, use, operation, replacement, or dismantling of the Facilities. PROVIDER shall ensure that no lien is placed upon any COUNTY owned property, but if any such claim or lien are established, upon the written demand of COUNTY, PROVIDER shall cause such claim or lien affecting COUNTY property to be discharged or transferred to security pursuant to Section 713.24, Florida Statutes (2025), as this statute may be amended from time to time, within two (2) months following such demand. Failure to comply with such demand will be an event of default under this Agreement.

(C) Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time, is controlling with respect to any actions in tort naming COUNTY as a defendant, and nothing in this Agreement or in this Section may be construed as constituting a waiver of the COUNTY's sovereign immunity or the limitations on damages conferred on COUNTY by this statute.

(c) Defense of COUNTY. In the event that any action or proceeding is brought against COUNTY by means of any matter for which COUNTY is indemnified under this Agreement, PROVIDER, upon notice from COUNTY and at PROVIDER's sole cost and expense, shall resist and defend such action or proceeding with legal counsel reasonably acceptable to COUNTY. PROVIDER shall not admit liability in any such matter on behalf of COUNTY without the written consent of COUNTY. COUNTY shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified under this Agreement without the prior written consent of PROVIDER.

(d) Notice and Cooperation. COUNTY shall give PROVIDER prompt notice of the making of any claim or the commencement of any action, lawsuit, or other proceeding covered by the provisions of this Section. Nothing in this Agreement may be deemed to prevent COUNTY from cooperating with PROVIDER.

Section 18. Insurance.

(a) PROVIDER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Management Manager with the Resource Management Department.

(1) PROVIDER shall procure and maintain, and shall ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains, substantially the same insurance as required of PROVIDER with limits commensurate with the work or service to be provided, insurance of the types and the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PROVIDER will relieve PROVIDER of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PROVIDER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PROVIDER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PROVIDER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PROVIDER shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PROVIDER or any other party.

(b) General Requirements.

(1) Before commencing work, PROVIDER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative

of the insurer evidencing the insurance required by this Section and Exhibit E, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

Upon receipt of notice from its insurer(s), PROVIDER shall use commercially reasonable efforts to provide COUNTY with thirty (30) days' prior written notice of cancellation of any required coverage. Until such time as the insurance is no longer required to be maintained, PROVIDER shall provide COUNTY with a renewal or replacement Certificate of Insurance within thirty (30) days of the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must remain the responsibility of the insurer.

(3) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PROVIDER as their interests may appear.

(4) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds as their interest may appear under this Agreement under General Liability and Commercial Automobile Liability policies.

(5) Coverage: The insurance provided by PROVIDER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's

officials, officers, or employees must be in excess of and not contributing with the insurance provided by PROVIDER.

(6) Waiver of Subrogation: The workers compensation policy must be endorsed to provide a Waiver of Subrogation clause in favor of Seminole County, Florida and its respective officials, officers, and employees.

(7) Provision: Commercial General Liability Policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2025), as

this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PROVIDER shall immediately notify COUNTY as soon as PROVIDER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PROVIDER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PROVIDER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PROVIDER, PROVIDER, at PROVIDER's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the requirements set forth in Exhibit E. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PROVIDER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PROVIDER's insurance must obtain and maintain Workers' Compensation and Employer's Liability insurance in compliance with the statutory requirements of the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the

amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The limits to be maintained by PROVIDER are as specified in Exhibit E.

(D) If PROVIDER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2025), as this statute may be amended from time to time, PROVIDER shall provide notification to COUNTY's Risk Management Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY's approved exemption will be the only individuals authorized to perform work under this Agreement.

(2) Commercial General Liability.

(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form or equivalent), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The limits to be maintained by PROVIDER are as specified in Exhibit E.

(C) ISO Form Endorsements or their equivalent must be used to provide such Additional Insured status.

(3) Commercial Automobile Liability Policy.

(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by Section II of the latest edition of the standard Auto Liability Policy (ISO Form or equivalent), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The limits to be maintained by PROVIDER are as specified in Exhibit E.

(4) Pollution Liability.

(A) PROVIDER's insurance must cover PROVIDER for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The limits to be maintained by PROVIDER are as specified in Exhibit E.

Section 19. Hazardous Substances, Environmental Degradation. PROVIDER represents and warrants that its use of the Leased Premises will not generate any hazardous substance or material, or any substance that would degrade the environment, and that PROVIDER shall not bring on to, store, or dispose of such material or substance on or near the Property (excluding any materials or substances that are used in the ordinary course of PROVIDER's business). PROVIDER is solely responsible for any damages and liability claims against PROVIDER or COUNTY to the extent such claims arise from any release of any such hazardous substance or material, or any substance that would degrade the environment caused by PROVIDER, its agents, employees, contractors, or subcontractors except to the extent that such claims are caused by the negligence or intentional misconduct of COUNTY. "Hazardous substance or material or any substance that would degrade the environment" is interpreted broadly to mean pollutants, contaminants, oil, or other petroleum products, flammables, or any substance or material defined or designated as hazardous or toxic waste, explosives, hazardous or toxic material, radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future as such laws, regulations, or rules may be amended from time to time, or any substance, material, or agent which is reasonably

likely to cause harm to natural resources or the environment. The terms are meant to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause damage, harm, sickness, injury, death, or disease, provided that in no event shall such terms be interpreted as including any materials or substances that are used in the ordinary course of PROVIDER's business. In the event PROVIDER becomes aware of any hazardous materials on the Property, or any environmental, health, or safety condition or matter relating to the Property, that, in PROVIDER's sole determination, renders the condition of the Leased Premises or Property unsuitable for PROVIDER's use, or if PROVIDER believes that the leasing or continued leasing of the Leased Premises would expose PROVIDER to undue risks of liability to a government agency or other third party, then PROVIDER will have the right to terminate this Agreement upon written notice to COUNTY.

Section 20. Holding over. Any holding over by PROVIDER after the expiration of the Removal Period (as defined in Section 15(c) above), without the consent of COUNTY, will be deemed to constitute a tenancy from month to month at a rate equal to one hundred twenty five percent (125%) of the then current monthly Rent (prorated on a monthly basis) and will otherwise be subject to the conditions specified in this Agreement, so far as applicable.

Section 21. Acceptance of Property. By execution of this Agreement, PROVIDER accepts the Leased Premises in the condition existing as of the Effective Date. COUNTY makes no representation or warranty with respect to the condition of the present Tower or any replacement of it. COUNTY will not be liable for any latent or patent defect in the Tower or the unsuitability for use by PROVIDER.

Section 22. Zoning and permitting. Following the execution of this Agreement, PROVIDER shall contact when, as and if needed, the appropriate local governmental agencies and obtain all required permits and approvals, zoning changes, approvals, variances, use permits, and any other required governmental permits and approvals ("Local Permits") as may be necessary for the construction, operation, and maintenance of the Facilities and supporting equipment on the Leased Premises. COUNTY shall cooperate with PROVIDER in its effort to obtain and maintain any Local Permits, at no cost to COUNTY.

Section 23. Notices.

(a) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) deposited for overnight delivery or (ii) deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, in each case addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance with this section:

For COUNTY: County Manager's Office
Attn: Telecommunications Division
180 Eslinger Way
Sanford, Florida 32773
(407) 665-1002

For PROVIDER: Cellco Partnership

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
MDG Location ID: 5000924952

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
MDG Location ID: 5000924952

(b) The parties shall each designate and keep a point of contact, including name, address, email address, and telephone number, for the other party to contact to address issues and problems that may arise in the course of this Agreement.

Section 24. Assignment and Subletting.

(a) PROVIDER shall not assign or otherwise transfer all or any part of its interest in this Agreement or in the Leased Premises without the prior written consent of COUNTY. The foregoing notwithstanding, PROVIDER may assign its interest to its parent company, any subsidiary, or affiliate of it or its parent company, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its ownership interest or assets (collectively "Insider") without any prior written approval from COUNTY. Upon assignment to an Insider pursuant to this Section 24(a), PROVIDER will be relived of all future performance, liabilities, and obligations under this Agreement, provided said Insider assumes all of PROVIDER's obligations under this Agreement.

(b) If PROVIDER assigns, transfers, or otherwise conveys its interests under this Agreement to a non-Insider, then such transfer will require the prior written approval of COUNTY, which approval COUNTY shall not unreasonably withhold, condition, or delay. If such approval is withheld by COUNTY, PROVIDER will have the option of terminating this Agreement without penalty, in accordance with Section 15 of this Agreement. Upon COUNTY's written approval of an assignment pursuant to this Section 24(b), PROVIDER will be relieved of all future

performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of PROVIDER's obligations under this Agreement.

(c) Determination of reasonableness for any assignment, transfer, or conveyance pursuant to Section 24(b) will involve consideration of factors including, but not limited to the transferee's experience in wireless telecommunications, its record of financial responsibility, its record of adherence to similar agreements with COUNTY (if applicable), relevant statutes and ordinances, the impact of the proposed transfer upon the operations of other wireless telecommunications of collocated entities on the Tower, as well as the impact upon COUNTY and the public interest generally. Accordingly, PROVIDER and the proposed transferee shall timely provide to COUNTY complete information on the proposed transaction, including details on the legal, financial, engineering, technical, and other qualifications of the transferee relevant to the above-described matters so as to facilitate COUNTY's review of the transfer request.

(d) COUNTY may assign this Agreement, which assignment may be evidenced by written notice to PROVIDER within a reasonable period of time after the assignment, provided that the assignee assumes in writing all of COUNTY's obligations under this Agreement. Nothing in this Agreement precludes COUNTY from leasing or licensing other Property or Tower space for communications equipment to any person or entity that may be in competition with PROVIDER or any other party subject to the terms of Section 12 of this Agreement. In the event of such an assignment, or of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, COUNTY or its successor will send the documents listed below to PROVIDER. Until PROVIDER receives all such documents, PROVIDER will not be responsible

for any failure to make payments under this Agreement and reserves the right to hold payment due under this Agreement. The following are the documents to be provided:

i. Prior deed to Property

ii. New deed to Property

iii. Assignment documentation, including Bill of Sale or Transfer

iv. Copy of current statement from the Seminole County Tax Collector concerning the Property

v. Full contact information for new landlord including all phone number(s).

vi. IRS Form W-9 for the assignee.

(e) PROVIDER shall not sublet its assigned space on the Tower or any portion of the Leased Premises to any third party without the prior, written approval of COUNTY, which consent will not be unreasonably withheld, conditioned, or delayed.

(f) No change of stock ownership, partnership interest or control of PROVIDER or transfer upon partnership or corporate dissolution of PROVIDER shall constitute an assignment under this Agreement.

Section 25. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2025), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 26. Public Records Law.

(a) PROVIDER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. PROVIDER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, PROVIDER shall provide COUNTY with all requested public records in PROVIDER's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time.

(b) PROVIDER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2025), as this statute may be amended from time to time, with regard to public records and shall perform the following:

(1) PROVIDER shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) Upon COUNTY's request, PROVIDER shall provide COUNTY with all requested public records in PROVIDER's possession or allow COUNTY to inspect or copy the requested records

within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, or as otherwise provided by law.

(3) PROVIDER shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon the expiration or any earlier termination of this Agreement, PROVIDER shall transfer, at no cost to COUNTY, all public records in possession of PROVIDER, or keep and maintain public records required by COUNTY under this Agreement. If PROVIDER transfers all public records to COUNTY upon the expiration or any earlier termination of this Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains the public records upon the expiration or any earlier termination of this Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

(e) **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROVIDER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TELECOMMUNICATIONS MANAGER TOMMY OLIVERAS, AT 407-665-1002,** TOLIVERAS@SEMINOLECOUNTYFL.GOV**,**

DIVISION OF EMERGENCY MANAGEMENT, 180 ESLINGER WAY, SANFORD, FL 32773.

Section 27. Rights At Law Retained. The rights and remedies of COUNTY and of PROVIDER provided for under this Agreement are in addition to any other rights and remedies available to each of them under applicable law.

Section 28. Equal Opportunity Employment. PROVIDER and COUNTY agree that they shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. PROVIDER and COUNTY shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 29. Joint Preparation. The parties and their respective counsel have negotiated this Agreement. This Agreement will be fairly interpreted in accordance with its terms. Any ambiguity will not be construed against the drafting party.

Section 30. Representations. COUNTY and PROVIDER represent to each other that they have done all things necessary as conditions precedent to enter into this Agreement and that the persons whose signatures appear below have full right, power, and authority to execute this Agreement.

Section 31. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all correspondence, offers, negotiations, and other

agreements of any kind, and no subsequent oral promises or representations are binding. There are no representations or understandings of any kind not set forth in this Agreement. Any modification of, or amendment to, this Agreement must be in writing and executed by both parties.

Section 32. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The venue for any legal action in connection with this Agreement will be in the state courts located in Seminole County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, to the extent that a federal court would otherwise have jurisdiction over the legal action.

Section 33. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 34. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 35. Parties Bound. The provisions of this Agreement are binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but this provision will in no way alter the restrictions in this Agreement concerning assignment by PROVIDER.

[Remainder of page intentionally left blank. Signatures begin on following page.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be executed for the purposes stated above.

WITNESSES:	CELLCO PARTNERSHIP d/b/a Verizon Wireless
_____	By: _____
Signature	
_____	_____
Print Name	Print Name
_____	_____
Signature	Title
_____	_____
Print Name	Date

[Remainder of page intentionally blank; signatures continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20__, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
RM
1/8/26

Attachments:

Exhibit A	Legal Property Description
Exhibit B	Structural Analysis
Exhibit C	Property Site Plan and Elevation Drawings
Exhibit D	Description and Inventory of Provider Facilities
Exhibit E	Seminole County, Minimum Amounts for Provider's Insurance.

TUsers\rmchugh\OEM\Agreements

Exhibit A
Legal Property Description

DESCRIPTION OF PARENT TRACT

AS SET FORTH IN OFFICIAL RECORD BOOK 429, PAGE 590:

(PARCEL ID: 02-20-32-300-0010-0000)
THE EAST ONE-HALF (1/2) OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, LYING NORTH OF OSCEOLA ROAD.

DESCRIPTION OF ACCESS TRACTS

AS SET FORTH IN OFFICIAL RECORD BOOK 429, PAGE 590:

(PARCEL ID: 01-20-32-300-0010-0000)
ALL OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, LYING NORTH AND WEST OF OSCEOLA ROAD.

TOGETHER WITH:
(PARCEL ID: 36-19-32-300-0030-0000)
THE SOUTH ONE-HALF (1/2) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, LYING WEST OF OSCEOLA ROAD.

Exhibit B
Structural Analysis

[See attached fifty-nine (59) pages.]

PAUL J. FORD & COMPANY

Report Date: April 03, 2025

Client: Smartlink, LLC
ATTN: Nick Windham
10 Church Circle
Annapolis, MD, 21401
Email: nick.windham@smartlinkgroup.com

Structure: 300ft Self Support Tower
Site Name: Landfill
Site Address: 1920 E Osceola Rd
City, County, State: Geneva, Seminole, FL
Latitude, Longitude: 28.78505, -81.08452

PJF Project Number: 80624-0036.001.8700

Paul J. Ford and Company is pleased to submit this **Structural Analysis Report** to determine the tower stress level.

Analysis Criteria:
This analysis has been performed in accordance with the 2023 Florida Building Code, 8th Edition based upon an ultimate 3-second gust wind speed of 147 mph. Applicable Standard references and design criteria are listed in Section 2 - Analysis Criteria.

Proposed Appurtenance Loads:
The structure was analyzed with the proposed loading configuration shown in Table 1 combined with the other considered equipment shown in Table 2 of this report.

Summary of Analysis Results:

Existing Structure:	Pass	92.8%
Existing Foundation:	Pass	61.9%

We at Paul J. Ford and Company appreciate the opportunity of providing our continuing professional services to you and Smartlink, LLC. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully Submitted By:
Paul J. Ford and Company

Chris Sandlin, P.E.
Project Engineer 2
csandlin@pauljford.com
MTB

RICHARD A. BOELTER LICENSE No 77204 STATE OF FLORIDA PROFESSIONAL ENGINEER
04/03/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICHARD A. BOELTER, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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1) INTRODUCTION

This is a 300ft Self Support Tower designed by Allstate in April of 2012.

2) ANALYSIS CRITERIA

TIA-222 Revision: TIA-222-H
Risk Category: III
Wind Speed: 147 mph
Tornado Speed: 50 mph
Effective Plan Area: 389.71 sq ft
Exposure Category: C
Topographic Factor: 1
Service Wind Speed: 60 mph

Table 1 - Proposed Equipment Configuration

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
240.0	240.0	3	ericsson	4460 B25/B66	3	6/24 Hybrid
		3	ericsson	4480 B71/B85		
		3	ericsson	840590966 w/ Mount Pipe		
		3	ericsson	AIR 6419 B41 w/ Mount Pipe		
		3	tower mounts	Sector Mount		

Table 2 - Other Considered Equipment

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
297.0	308.0	2	celwave	BMR12	2	1 1/4
	297.0	1	tower mounts	15' 6-arm Halo Mount		
273.0	283.0	1	celwave	BMR12	1	7/8
	274.0	1	miscl	Junction Box (30" x 30" x 12")	1	1/2
	273.0	1	tower mounts	Generic 3.5' x 6' sidearm		
264.0	266.0	4	ericsson	RADIO 4449 B5/B12	9	15/16
		4	ericsson	RADIO 4478	4	3/8
		4	ericsson	RADIO 8843 B2/B66A		
		4	raycap	DC6-48-60-18-8C-EV		
	265.5	4	commscope	NNHH-65B-R4 w/ Mount Pipe		
		4	commscope	SBNHH-1D45C w/ Mount Pipe		
		2	commscope	SBNHH-1D85B w/ Mount Pipe		
	264.0	3	sabre	C10857003C 12' sector frames		
		2	tower mounts	Generic 1' x 2' sidearm		
250.0	250.0	1	commscope	HX8-6W-6GF	1	EU52
		1	tower mounts	Pipe Mount		
220.0	220.0	1	microwave networks	MNIH6-6	1	EU52
		1	tower mounts	Pipe Mount		
203.0	212.0	1	decibel	DB420	1	7/8

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
	203.0	1	tower mounts	Side Arm Mount		
142.0	142.0	1	pole mounts	2.375" OD x 3' Mount Pipe	1	1/4
		1	trango	P50551-23-US Panel		
113.0	113.0	1	microwave networks	MNIH6-6	1	EU63
		1	tower mounts	Pipe Mount		
90.0	93.0	1	antennae	1" x 1.5' Omni	1	1/2
	90.0	1	tower mounts	Generic 2' x 3' sidearm		
51.0	51.0	1	miscl	Camera - 12" T x 8" W x 8" L	1	7/8

3) ANALYSIS PROCEDURE

Table 3 - Documents Provided

Document	Remarks	Reference
Tower Manufacturer Drawings	Allstate, 4/18/2012	37026F
Foundation Drawings	Allstate, 5/10/2012	37026F
Geotechnical Report	Terracon, 2/27/2012	H1115488

3.1) Analysis Method

tnxTower (version 8.1.1.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A.

3.2) Assumptions

1) Tower and structures were maintained in accordance with the TIA-222 standard.
2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.

This analysis may be affected if any assumptions are not valid or have been made in error. Paul J. Ford and Company should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 4 - Section Capacity (Summary)

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
T1	300 - 280	Leg	2" solid	2	-32.84	89.83	36.6	Pass
T2	280 - 260	Leg	2 3/4" solid	46	-100.16	210.29	47.6	Pass
T3	260 - 240	Leg	3 1/4" solid	91	-163.59	260.18	62.9	Pass
T4	240 - 220	Leg	3 1/2" solid	118	-228.67	317.13	72.1	Pass
T5	220 - 200	Leg	3 1/2" solid	146	-289.25	317.13	91.2	Pass
T6	200 - 180	Leg	4" solid	173	-343.53	370.17	92.8	Pass
T7	180 - 160	Leg	4 1/4" solid	194	-398.28	438.60	90.8	Pass
T8	160 - 140	Leg	4 3/4" solid	215	-453.88	590.46	76.9	Pass
T9	140 - 120	Leg	5" solid	236	-511.07	673.70	75.9	Pass

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
T10	120 - 100	Leg	5 1/4" solid	257	-571.33	761.72	75.0	Pass
T11	100 - 80	Leg	5 1/2" solid	278	-635.25	854.46	74.3	Pass
T12	80 - 60	Leg	5 3/4" solid	299	-677.63	1041.22	65.1	Pass
T13	60 - 40	Leg	6" solid	350	-742.42	1144.45	64.9	Pass
T14	40 - 20	Leg	6 1/4" solid	401	-806.44	1252.17	64.4	Pass
T15	20 - 0	Leg	6 1/2" solid	452	-869.18	1364.36	63.7	Pass
T1	300 - 280	Diagonal	7/8" solid	12	-3.89	9.07	42.9	Pass
T2	280 - 260	Diagonal	1" solid	59	-10.30	15.28	67.4	Pass
T3	260 - 240	Diagonal	L1 3/4x1 3/4x3/16	98	-7.63	11.71	65.2 73.3 (b)	Pass
T4	240 - 220	Diagonal	L2x2x3/16	126	-8.95	11.76	76.1 87.5 (b)	Pass
T5	220 - 200	Diagonal	L2 1/2x2 1/2x3/16	149	-9.91	16.12	61.5 86.6 (b)	Pass
T6	200 - 180	Diagonal	L3x3x3/16	176	-10.80	18.57	58.2 71.4 (b)	Pass
T7	180 - 160	Diagonal	L3 1/2x3 1/2x1/4	197	-11.60	30.46	38.1 46.7 (b)	Pass
T8	160 - 140	Diagonal	L4x4x3/8	218	-13.20	52.98	24.9 51.8 (b)	Pass
T9	140 - 120	Diagonal	L4x4x3/8	239	-14.77	42.75	34.5 43.4 (b)	Pass
T10	120 - 100	Diagonal	L5x5x3/8	263	-17.96	70.45	25.5 54.4 (b)	Pass
T11	100 - 80	Diagonal	L5x5x3/8	284	-20.17	59.13	34.1 63.0 (b)	Pass
T12	80 - 60	Diagonal	2L 4 x 4 x 1/4 (1/2)	317	-29.48	87.40	33.7	Pass
T13	60 - 40	Diagonal	2L 4 x 4 x 1/4 (1/2)	368	-29.35	81.24	36.1	Pass
T14	40 - 20	Diagonal	2L 4 x 4 x 1/4 (1/2)	419	-30.18	77.83	38.8	Pass
T15	20 - 0	Diagonal	2L 4 x 4 x 5/16 (1/2)	470	-30.70	95.55	32.1	Pass
T12	80 - 60	Horizontal	2L 3 x 3 x 1/4 (1/2)	301	-12.37	44.19	28.0	Pass
T13	60 - 40	Horizontal	2L 3 x 3 x 1/4 (1/2)	352	-13.49	38.51	35.0	Pass
T14	40 - 20	Horizontal	2L 3 x 3 x 1/4 (1/2)	403	-14.59	33.85	43.1	Pass
T15	20 - 0	Horizontal	2L 3.5 x 3.5 x 1/4 (1/2)	454	-15.69	45.85	34.2	Pass
T1	300 - 280	Top Girt	3/4" solid	5	-0.30	3.38	8.9	Pass
T2	280 - 260	Top Girt	7/8" solid	51	-1.94	6.48	29.9	Pass
T1	300 - 280	Bottom Girt	3/4" solid	7	-0.63	3.38	18.7	Pass
T2	280 - 260	Bottom Girt	7/8" solid	54	-1.94	6.48	29.9	Pass
T12	80 - 60	Redund Horz 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	335	12.37	53.99	22.9 61.5 (b)	Pass
T13	60 - 40	Redund Horz 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	357	-13.49	52.77	25.6 67.1 (b)	Pass
T14	40 - 20	Redund Horz 1 Bracing	2L 3 x 3 x 3/16 (1/2)	408	-14.59	58.35	25.0 68.8 (b)	Pass
T15	20 - 0	Redund Horz 1 Bracing	2L 3 x 3 x 3/16 (1/2)	463	-15.69	55.89	28.1 74.0 (b)	Pass
T12	80 - 60	Redund Diag 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	333	-8.22	38.51	21.4 46.9 (b)	Pass
T13	60 - 40	Redund Diag 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	384	-8.68	35.00	24.8 49.5 (b)	Pass
T14	40 - 20	Redund Diag 1 Bracing	2L 3 x 3 x 3/16 (1/2)	438	-9.14	47.98	19.0 52.1 (b)	Pass
T15	20 - 0	Redund Diag 1 Bracing	2L 3 x 3 x 3/16 (1/2)	486	-9.59	44.60	21.5 54.7 (b)	Pass

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
T12	80 - 60	Redund Hip 1 Bracing	L 2.5 x 2.5 x 3/16	348	-0.11	14.63	0.7 1.0 (b)	Pass
T13	60 - 40	Redund Hip 1 Bracing	L 2.5 x 2.5 x 3/16	399	-0.09	12.29	0.7 0.8 (b)	Pass
T14	40 - 20	Redund Hip 1 Bracing	L 3 x 3 x 3/16	450	-0.07	18.33	0.4 0.6 (b)	Pass
T15	20 - 0	Redund Hip 1 Bracing	L 3 x 3 x 3/16	501	-0.07	15.80	0.5 0.6 (b)	Pass
T12	80 - 60	Inner Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	325	-0.09	16.43	0.5	Pass
T13	60 - 40	Inner Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	376	-0.07	13.90	0.5	Pass
T14	40 - 20	Inner Bracing	2L 3 x 3 x 3/16 (1/2)	427	-0.06	20.98	0.3	Pass
T15	20 - 0	Inner Bracing	2L 3 x 3 x 3/16 (1/2)	478	-0.06	18.18	0.4	Pass
							Summary	
						Leg (T6)	92.8	Pass
						Diagonal (T4)	87.5	Pass
						Horizontal (T14)	43.1	Pass
						Top Girt (T2)	29.9	Pass
						Bottom Girt (T2)	29.9	Pass
						Redund Horz 1 Bracing (T15)	74.0	Pass
						Redund Diag 1 Bracing (T15)	54.7	Pass
						Redund Hip 1 Bracing (T12)	1.0	Pass
						Inner Bracing (T12)	0.5	Pass
						Bolt Checks	87.5	Pass
						Rating =	92.8	Pass

Table 5 - Tower Component Stresses vs Capacity

Notes	Component	Elevation (ft)	% Capacity	Pass / Fail
1	Anchor Rods	0	42.3	Pass
1	Base Foundation (Structure)	0	56.5	Pass
1	Base Foundation (Soil Interaction)	0	61.9	Pass
Structure Rating (max from all components) =				**92.8%**

Notes:
1) See additional documentation in “Appendix C – Additional Calculations” for calculations supporting the % capacity consumed.

4.1) Recommendations

The tower and its foundation have sufficient capacity to carry the proposed load configuration. No modifications are required at this time.

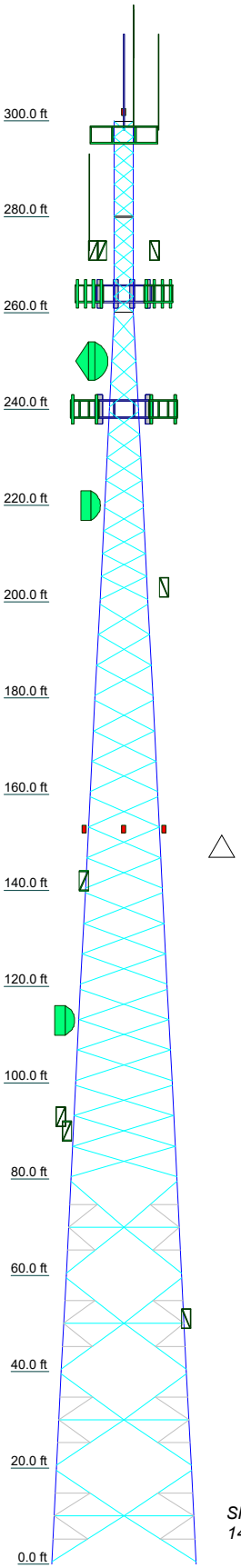
STANDARD CONDITIONS FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES ON EXISTING STRUCTURES BY PAUL J. FORD AND COMPANY

1) Paul J. Ford and Company has not made a field inspection to verify the tower member sizes or the antenna/coax loading. If the existing conditions are not as represented on these sketches, we should be contacted immediately to reevaluate any conclusions stated in this report.
2) No allowance was made for any damaged, missing, or rusted materials. The analysis of this structure assumes that no physical deterioration has occurred in any of the structural components of the tower and that all the structural members have the same load carrying capacity as the day the tower was erected.
3) It is not possible to have all the detailed information to perform a thorough analysis of every structural sub-component of an existing structure. The structural analysis provided by Paul J. Ford and Company verifies the adequacy of the main structural members of the tower. Paul J. Ford and Company provides a limited scope of service in that we cannot verify the adequacy of every weld, plate connection detail, etc.

APPENDIX A

TNXTOWER OUTPUT

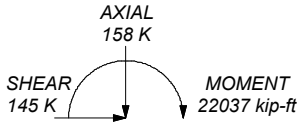
Section		T15	T14	T13	T12	T11	T10	T9	T8	T7	T6	T5	T4	T3	T2	T1	
Legs		SR 6 1/2" solid	SR 6 1/4" solid	SR 6" solid	SR 5 3/4" solid	SR 5 1/2" solid	SR 5 1/4" solid	SR 5" solid	SR 4 3/4" solid	SR 4 1/4" solid	SR 4" solid	SR 3 1/2" solid		SR 3 1/4" solid	SR 2 3/4" solid	SR 2" solid	
Leg Grade		A572-50															
Diagonals		D	2L 4 x 4 x 1/4 (1/2)			L5x5x3/8		L4x4x3/8		C	L3x3x3/16	B	L2x2x3/16	A	SR 1" solid	SR 7/8" solid	
Diagonal Grade		A529-50															
Top Girts								N.A.							SR 7/8" solid	SR 3/4" solid	
Bottom Girts								N.A.							SR 7/8" solid	SR 3/4" solid	
Horizontals		E	2L 3 x 3 x 1/4 (1/2)								N.A.						
Red. Horizontals		2L 3 x 3 x 3/16 (1/2)		2L 2.5 x 2.5 x 3/16 (1/2)							N.A.						
Red. Diagonals		2L 3 x 3 x 3/16 (1/2)		2L 2.5 x 2.5 x 3/16 (1/2)							N.A.						
Red. Hips		L 3 x 3 x 3/16		L 2.5 x 2.5 x 3/16							N.A.						
Inner Bracing		2L 3 x 3 x 3/16 (1/2)		2L 2.5 x 2.5 x 3/16 (1/2)							N.A.						
Face Width (ft)	30	28	26	24	22	20	18	16	14	12	10	8	6	4			
# Panels @ (ft)			8 @ 9.5					18 @ 6.33333				12 @ 4.75			12 @ 3.28125		
Weight (K)	113.5	16.5	14.5	13.1	12.2	11.1	10.1	8.2	7.4	5.0	3.9	3.2	2.9	2.4	1.8	1.1	



ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE:
DOWN: 901 K
SHEAR: 90 K

UPLIFT: -753 K
SHEAR: 75 K



TORQUE 48 kip-ft
REACTIONS - 147 mph WIND

SYMBOL LIST

MARK	SIZE	MARK	SIZE
A	L1 3/4x1 3/4x3/16	D	2L 4 x 4 x 5/16 (1/2)
B	L2 1/2x2 1/2x3/16	E	2L 3.5 x 3.5 x 1/4 (1/2)
C	L3 1/2x3 1/2x1/4		

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A529-50	50 ksi	65 ksi

TOWER DESIGN NOTES

1. Tower is located in Seminole County, Florida.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 147 mph basic wind in accordance with the TIA-222-H Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category III.
6. Topographic Category 1 with Crest Height of 0.00 ft
7. TOWER RATING: 92.8%

Paul J. Ford and Company
250 East Broad St., Suite 600
Columbus, OH 43215
Phone: (614) 221-6679
FAX:

Job: 300-ft SST, Seminole County, FL
Project: Landfill (PJF 80624-0036.001.8700)
Client: Smartlink | Drawn by: csandlin | App'd:
Code: TIA-222-H | Date: 04/03/25
Path: G:\TOWER\806_SmartLink\2024\80624-0036_Landfill_A2E1621A\80624-0036.001.8700_SA\tnx\80624-0036...

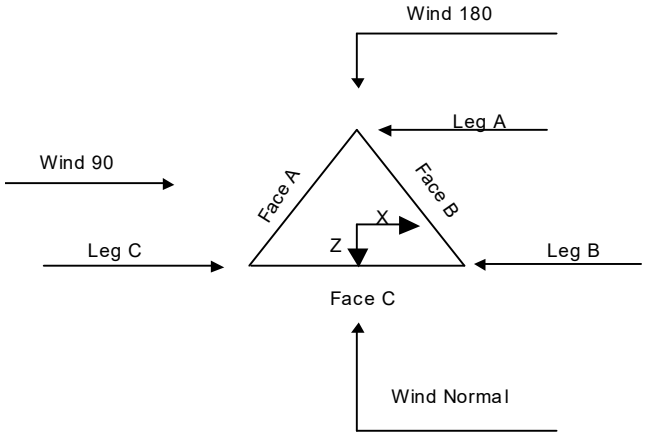
Tower Input Data

The main tower is a 3x free standing tower with an overall height of 300.00 ft above the ground line.
The base of the tower is set at an elevation of 0.00 ft above the ground line.
The face width of the tower is 4.00 ft at the top and 30.00 ft at the base.
This tower is designed using the TIA-222-H standard.
The following design criteria apply:

- Tower is located in Seminole County, Florida.
- Tower base elevation above sea level: 22.52 ft.
- Basic wind speed of 147 mph.
- Risk Category III.
- Exposure Category C.
- Simplified Topographic Factor Procedure for wind speed-up calculations is used.
- Topographic Category: 1.
- Crest Height: 0.00 ft.
- Deflections calculated using a wind speed of 60 mph.
- Pressures are calculated at each section.
- Stress ratio used in tower member design is 1.
- Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

	Consider Moments - Legs		Distribute Leg Loads As Uniform		Use ASCE 10 X-Brace Ly Rules
	Consider Moments - Horizontals		Assume Legs Pinned	√	Calculate Redundant Bracing Forces
	Consider Moments - Diagonals	√	Assume Rigid Index Plate		Ignore Redundant Members in FEA
	Use Moment Magnification	√	Use Clear Spans For Wind Area		SR Leg Bolts Resist Compression
√	Use Code Stress Ratios	√	Use Clear Spans For KL/r		All Leg Panels Have Same Allowable
√	Use Code Safety Factors - Guys		Retension Guys To Initial Tension		Offset Girt At Foundation
	Escalate Ice	√	Bypass Mast Stability Checks	√	Consider Feed Line Torque
	Always Use Max Kz	√	Use Azimuth Dish Coefficients	√	Include Angle Block Shear Check
	Use Special Wind Profile	√	Project Wind Area of Appurt.		Use TIA-222-H Bracing Resist. Exemption
√	Include Bolts In Member Capacity		Autocalc Torque Arm Areas		Use TIA-222-H Tension Splice Exemption
	Leg Bolts Are At Top Of Section		Add IBC .6D+W Combination		Poles
√	Secondary Horizontal Braces Leg	√	Sort Capacity Reports By Component	√	Include Shear-Torsion Interaction
	Use Diamond Inner Bracing (4 Sided)		Triangulate Diamond Inner Bracing		Always Use Sub-Critical Flow
√	SR Members Have Cut Ends		Treat Feed Line Bundles As Cylinder		Use Top Mounted Sockets
	SR Members Are Concentric		Ignore KL/ry For 60 Deg. Angle Legs		Pole Without Linear Attachments
					Pole With Shroud Or No Appurtenances
					Outside and Inside Corner Radii Are Known



Triangular Tower

Tower Section Geometry

Tower Section	Tower Elevation	Assembly Database	Description	Section Width	Number of Sections	Section Length
	ft			ft		ft
T1	300.00-280.00			4.00	1	20.00
T2	280.00-260.00			4.00	1	20.00
T3	260.00-240.00			4.00	1	20.00
T4	240.00-220.00			6.00	1	20.00
T5	220.00-200.00			8.00	1	20.00
T6	200.00-180.00			10.00	1	20.00
T7	180.00-160.00			12.00	1	20.00
T8	160.00-140.00			14.00	1	20.00
T9	140.00-120.00			16.00	1	20.00
T10	120.00-100.00			18.00	1	20.00
T11	100.00-80.00			20.00	1	20.00
T12	80.00-60.00			22.00	1	20.00
T13	60.00-40.00			24.00	1	20.00
T14	40.00-20.00			26.00	1	20.00
T15	20.00-0.00			28.00	1	20.00

Tower Section Geometry *(cont'd)*

Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset	Bottom Girt Offset
	ft	ft				in	in
T1	300.00-280.00	3.28	X Brace	No	No	1.8750	1.8750
T2	280.00-260.00	3.28	X Brace	No	No	1.8750	1.8750
T3	260.00-240.00	4.75	X Brace	No	No	6.0000	6.0000
T4	240.00-220.00	4.75	X Brace	No	No	6.0000	6.0000
T5	220.00-200.00	4.75	X Brace	No	No	6.0000	6.0000
T6	200.00-180.00	6.33	X Brace	No	No	6.0000	6.0000
T7	180.00-160.00	6.33	X Brace	No	No	6.0000	6.0000

Tower Section	Tower Elevation ft	Diagonal Spacing ft	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset in	Bottom Girt Offset in
T8	160.00-140.00	6.33	X Brace	No	No	6.0000	6.0000
T9	140.00-120.00	6.33	X Brace	No	No	6.0000	6.0000
T10	120.00-100.00	6.33	X Brace	No	Yes	6.0000	6.0000
T11	100.00-80.00	6.33	X Brace	No	Yes	6.0000	6.0000
T12	80.00-60.00	9.50	Double K1	No	Yes	6.0000	6.0000
T13	60.00-40.00	9.50	Double K1	No	Yes	6.0000	6.0000
T14	40.00-20.00	9.50	Double K1	No	Yes	6.0000	6.0000
T15	20.00-0.00	9.50	Double K1	No	Yes	6.0000	6.0000

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
T1 300.00-280.00	Solid Round	2" solid	A572-50 (50 ksi)	Solid Round	7/8" solid	A529-50 (50 ksi)
T2 280.00-260.00	Solid Round	2 3/4" solid	A572-50 (50 ksi)	Solid Round	1" solid	A529-50 (50 ksi)
T3 260.00-240.00	Solid Round	3 1/4" solid	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A529-50 (50 ksi)
T4 240.00-220.00	Solid Round	3 1/2" solid	A572-50 (50 ksi)	Equal Angle	L2x2x3/16	A529-50 (50 ksi)
T5 220.00-200.00	Solid Round	3 1/2" solid	A572-50 (50 ksi)	Equal Angle	L2 1/2x2 1/2x3/16	A529-50 (50 ksi)
T6 200.00-180.00	Solid Round	4" solid	A572-50 (50 ksi)	Equal Angle	L3x3x3/16	A529-50 (50 ksi)
T7 180.00-160.00	Solid Round	4 1/4" solid	A572-50 (50 ksi)	Equal Angle	L3 1/2x3 1/2x1/4	A529-50 (50 ksi)
T8 160.00-140.00	Solid Round	4 3/4" solid	A572-50 (50 ksi)	Equal Angle	L4x4x3/8	A529-50 (50 ksi)
T9 140.00-120.00	Solid Round	5" solid	A572-50 (50 ksi)	Equal Angle	L4x4x3/8	A529-50 (50 ksi)
T10 120.00-100.00	Solid Round	5 1/4" solid	A572-50 (50 ksi)	Equal Angle	L5x5x3/8	A529-50 (50 ksi)
T11 100.00-80.00	Solid Round	5 1/2" solid	A572-50 (50 ksi)	Equal Angle	L5x5x3/8	A529-50 (50 ksi)
T12 80.00-60.00	Solid Round	5 3/4" solid	A572-50 (50 ksi)	Double Equal Angle	2L 4 x 4 x 1/4 (1/2)	A529-50 (50 ksi)
T13 60.00-40.00	Solid Round	6" solid	A572-50 (50 ksi)	Double Equal Angle	2L 4 x 4 x 1/4 (1/2)	A529-50 (50 ksi)
T14 40.00-20.00	Solid Round	6 1/4" solid	A572-50 (50 ksi)	Double Equal Angle	2L 4 x 4 x 1/4 (1/2)	A529-50 (50 ksi)
T15 20.00-0.00	Solid Round	6 1/2" solid	A572-50 (50 ksi)	Double Equal Angle	2L 4 x 4 x 5/16 (1/2)	A529-50 (50 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 300.00-280.00	Solid Round	3/4" solid	A572-50 (50 ksi)	Solid Round	3/4" solid	A572-50 (50 ksi)
T2 280.00-260.00	Solid Round	7/8" solid	A572-50 (50 ksi)	Solid Round	7/8" solid	A572-50 (50 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	*No. of Mid Girts*	*Mid Girt Type*	*Mid Girt Size*	*Mid Girt Grade*	*Horizontal Type*	*Horizontal Size*	*Horizontal Grade*
T12 80.00-60.00	None	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3 x 3 x 1/4 (1/2)	A529-50 (50 ksi)
T13 60.00-40.00	None	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3 x 3 x 1/4 (1/2)	A529-50 (50 ksi)
T14 40.00-20.00	None	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3 x 3 x 1/4 (1/2)	A529-50 (50 ksi)
T15 20.00-0.00	None	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3.5 x 3.5 x 1/4 (1/2)	A529-50 (50 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	*Secondary Horizontal Type*	*Secondary Horizontal Size*	*Secondary Horizontal Grade*	*Inner Bracing Type*	*Inner Bracing Size*	*Inner Bracing Grade*
T12 80.00-60.00	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	A529-50 (50 ksi)
T13 60.00-40.00	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	A529-50 (50 ksi)
T14 40.00-20.00	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	A529-50 (50 ksi)
T15 20.00-0.00	Solid Round		A36 (36 ksi)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	A529-50 (50 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	*Redundant Bracing Grade*		*Redundant Type*	*Redundant Size*	*K Factor*
T12 80.00-60.00	A529-50 (50 ksi)	Horizontal (1)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	1
		Diagonal (1)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	1
		Hip (1)	Equal Angle	L 2.5 x 2.5 x 3/16	1
T13 60.00-40.00	A529-50 (50 ksi)	Horizontal (1)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	1
		Diagonal (1)	Double Equal Angle	2L 2.5 x 2.5 x 3/16 (1/2)	1
		Hip (1)	Equal Angle	L 2.5 x 2.5 x 3/16	1
T14 40.00-20.00	A529-50 (50 ksi)	Horizontal (1)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	1
		Diagonal (1)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	1
		Hip (1)	Equal Angle	L 3 x 3 x 3/16	1
T15 20.00-0.00	A529-50 (50 ksi)	Horizontal (1)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	1
		Diagonal (1)	Double Equal Angle	2L 3 x 3 x 3/16 (1/2)	1
		Hip (1)	Equal Angle	L 3 x 3 x 3/16	1

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Gusset Area (per face) ft²	Gusset Thickness in	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
T1 300.00-280.00	0.00	0.3750	A36 (36 ksi)	1.03	1	1.05	36.0000	36.0000	36.0000
T2 280.00-260.00	0.00	0.3750	A36 (36 ksi)	1.03	1	1.05	36.0000	36.0000	36.0000
T3 260.00-240.00	2.71	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T4 240.00-220.00	2.71	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T5 220.00-200.00	2.71	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T6 200.00-180.00	2.08	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T7 180.00-160.00	2.08	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T8 160.00-140.00	2.50	0.3750	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T9 140.00-120.00	2.50	0.5000	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T10 120.00-100.00	2.50	0.5000	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T11 100.00-80.00	2.50	0.5000	A36 (36 ksi)	1.03	1	1.125	36.0000	36.0000	36.0000
T12 80.00-60.00	2.00	0.5000	A36 (36 ksi)	1.03	1	1.25	32.8125	32.2500	Mid-Pt
T13 60.00-40.00	2.00	0.5000	A36 (36 ksi)	1.03	1	1.25	34.5625	35.1875	Mid-Pt
T14 40.00-20.00	2.00	0.5000	A36 (36 ksi)	1.03	1	1.25	30.3125	30.5625	Mid-Pt
T15 20.00-0.00	2.00	0.5000	A36 (36 ksi)	1.03	1	1.25	31.8125	32.8750	Mid-Pt

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Calc K Single Angles	Calc K Solid Rounds	K Factors[1] Legs	X Brace Diags X Y	K Brace Diags X Y	Single Diags X Y	Girts X Y	Horiz. X Y	Sec. Horiz. X Y	Inner Brace X Y
T1 300.00-280.00	No	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T2 280.00-260.00	No	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T3 260.00-240.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T4 240.00-220.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T5 220.00-200.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T6 200.00-180.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T7 180.00-160.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T8 160.00-140.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T9 140.00-120.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T10 120.00-100.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T11 100.00-80.00	Yes	No	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1

Tower Elevation ft	Calc K Single Angles	Calc K Solid Rounds	K Factors[1] Legs	X Brace Diags X Y	K Brace Diags X Y	Single Diags X Y	Girts X Y	Horiz. X Y	Sec. Horiz. X Y	Inner Brace X Y
T12 80.00-60.00	Yes	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1
T13 60.00-40.00	Yes	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1
T14 40.00-20.00	Yes	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1
T15 20.00-0.00	Yes	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1

[1]*Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.*

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Net Width Deduct in	U	Diagonal Net Width Deduct in	U	Top Girt Net Width Deduct in	U	Bottom Girt Net Width Deduct in	U	Mid Girt Net Width Deduct in	U	Long Horizontal Net Width Deduct in	U	Short Horizontal Net Width Deduct in	U
T1 300.00-280.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T2 280.00-260.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T3 260.00-240.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T4 240.00-220.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T5 220.00-200.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T6 200.00-180.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T7 180.00-160.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T8 160.00-140.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T9 140.00-120.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T10 120.00-100.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T11 100.00-80.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T12 80.00-60.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T13 60.00-40.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T14 40.00-20.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T15 20.00-0.00	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 300.00-280.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T2 280.00-260.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T3 260.00-240.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T4 240.00-220.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T5 220.00-200.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T6 200.00-180.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T7 180.00-160.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T8 160.00-140.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T9 140.00-120.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T10 120.00-100.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T11 100.00-80.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T12 80.00-60.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T13 60.00-40.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T14 40.00-20.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T15 20.00-0.00	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Connection Type	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
		Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.
T1 300.00-280.00	Flange	1.0000 A325N	6	0.0000 A325X	0	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T2 280.00-260.00	Flange	1.1250 A325N	6	0.0000 A325X	0	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T3 260.00-240.00	Flange	1.1250 A325N	6	0.5000 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T4 240.00-220.00	Flange	1.1250 A325N	6	0.6250 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T5 220.00-200.00	Flange	1.2500 A325N	6	0.7500 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T6 200.00-180.00	Flange	1.2500 A325N	6	0.7500 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T7 180.00-160.00	Flange	1.5000 A325N	6	0.8750 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T8 160.00-140.00	Flange	1.5000 A325N	6	1.0000 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T9 140.00-120.00	Flange	1.7500 F1554-105	6	1.0000 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325N	0	0.6250 A325N	0
T10 120.00-100.00	Flange	1.7500 F1554-105	6	1.1250 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325N	0	0.6250 A325N	0

Tower Elevation ft	Leg Connection Type	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
		Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.
T11 100.00-80.00	Flange	1.5000 A325N	10	1.2500 A325X	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325N	0	0.6250 A325N	0
T12 80.00-60.00	Flange	1.5000 A325N	10	1.0000 A325X	2	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325X	2	0.6250 A325N	0
T13 60.00-40.00	Flange	1.5000 A325N	10	1.0000 A325X	2	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325X	2	0.6250 A325N	0
T14 40.00-20.00	Flange	1.5000 A325N	10	1.0000 A325X	2	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325X	2	0.6250 A325N	0
T15 20.00-0.00	Flange	1.7500 F1554-105	0	1.0000 A325X	2	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.8750 A325X	2	0.6250 A325N	0

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.
T1 300.00-280.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T2 280.00-260.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T3 260.00-240.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T4 240.00-220.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T5 220.00-200.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T6 200.00-180.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T7 180.00-160.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T8 160.00-140.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T9 140.00-120.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T10 120.00-100.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T11 100.00-80.00	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0
T12 80.00-60.00	0.7500 A325N	1	0.6250 A325N	1	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.7500 A325N	1	0.6250 A325N	0
T13 60.00-40.00	0.7500 A325N	1	0.6250 A325N	1	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.7500 A325N	1	0.6250 A325N	0
T14 40.00-20.00	0.7500 A325N	1	0.6250 A325N	1	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.7500 A325N	1	0.6250 A325N	0
T15 20.00-0.00	0.7500 A325N	1	0.6250 A325N	1	0.6250 A325N	0	0.6250 A325N	0	0.6250 A325N	0	0.7500 A325N	1	0.6250 A325N	0

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Face Offset in	Lateral Offset (Frac FW)	#	# Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf
FSJ4-50B(1/2")	A	No	No	Ar (CaAa)	300.00 - 162.00	1.5000	-0.5	1	1	0.5200	0.5200		0.14

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Face Offset in	Lateral Offset (Frac FW)	#	# Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf
FSJ4-50B(1/2")	A	No	No	Ar (CaAa)	162.00 - 10.00	1.5000	-0.5	2	2	0.5200	0.5200		0.14
1/4" x 1-1/2" Climb Ladder Rail	C	No	No	Af (CaAa)	300.00 - 10.00	0.0000	0.15	2	2	12.0000 0.2500	0.2500		1.28
3/4" ladder rung (12" long 12" oc)	C	No	No	Ar (CaAa)	300.00 - 10.00	0.0000	0.15	1	1	0.7500	0.7500		1.50
Safety Line 3/8 ***	C	No	No	Ar (CaAa)	300.00 - 10.00	1.5000	0.15	1	1	0.3750	0.3750		0.22
1.5" flat Cable Ladder Rail	B	No	No	Af (CaAa)	300.00 - 10.00	0.0000	-0.1	2	2	30.0000 1.5000	1.5000		1.80
LDF4P-50A(1/2)	B	No	No	Ar (CaAa)	273.00 - 90.00	0.0000	-0.1	1	1	1.0000 0.6300	0.6300		0.15
LDF4P-50A(1/2)	B	No	No	Ar (CaAa)	90.00 - 10.00	0.0000	-0.1	2	2	1.0000 0.6300	0.6300		0.15
LDF5-50A(7/8)	B	No	No	Ar (CaAa)	273.00 - 10.00	0.0000	-0.08	1	1	1.0300	1.0300		0.33
LDF6-50A(1-1/4)	B	No	No	Ar (CaAa)	297.00 - 10.00	0.0000	-0.06	2	2	0.2000	1.5500		0.60
LDF5-50A(7/8)	B	No	No	Ar (CaAa)	51.00 - 10.00	0.0000	-0.1	2	2	1.0300	1.0300		0.33
LDF5-50A(7/8)	B	No	No	Ar (CaAa)	203.00 - 10.00	0.0000	-0.1	1	1	1.0300	1.0300		0.33
LDF1-50A(1/4)	B	No	No	Ar (CaAa)	51.00 - 10.00	0.0000	-0.04	3	2	0.3450	0.3450		0.06
LDF1-50A(1/4)	B	No	No	Ar (CaAa)	60.00 - 51.00	0.0000	-0.04	2	2	0.3450	0.3450		0.06
LDF1-50A(1/4) ***	B	No	No	Ar (CaAa)	142.00 - 60.00	0.0000	-0.04	1	1	0.3450	0.3450		0.06
1.5" flat Cable Ladder Rail	A	No	No	Af (CaAa)	150.00 - 10.00	0.0000	0	2	2	18.0000 1.5000	1.5000		1.80
PWRT-606-S(15/16)	A	No	No	Ar (CaAa)	264.00 - 10.00	0.0000	0.02	9	5	0.9825	0.9825		0.00
FB-L98-002-XXX(3/8) **	A	No	No	Ar (CaAa)	264.00 - 10.00	0.0000	-0.01	5	5	0.3937	0.3937		0.06
Step Bolts	A	No	No	Ar (CaAa)	300.00 - 10.00	0.0000	0.5	1	1	0.6250	2.9200		0.49
Step Bolts	B	No	No	Ar (CaAa)	300.00 - 10.00	0.0000	0.5	1	1	0.6250	2.9200		0.49
Step Bolts **	C	No	No	Ar (CaAa)	300.00 - 10.00	0.0000	0.5	1	1	0.6250	2.9200		0.49
EU63(ELLIPTICAL)	B	No	No	Ar (CaAa)	113.00 - 10.00	0.0000	-0.11	1	1	2.0300	2.0300		0.56
EW52(ELLIPTICAL)	B	No	No	Ar (CaAa)	220.00 - 0.00	0.0000	-0.12	1	1	2.2500	2.2500		0.59
EW52(ELLIPTICAL) **	B	No	No	Ar (CaAa)	250.00 - 220.00	0.0000	-0.12	1	1	2.2500	2.2500		0.59
1.5" flat Cable Ladder Rail	C	No	No	Af (CaAa)	240.00 - 10.00	0.0000	-0.1	2	2	30.0000 1.5000	1.5000		1.80
6/24 Hybrid Cable (1.763" dia)	C	No	No	Ar (CaAa)	240.00 - 10.00	0.0000	-0.1	3	3	1.0000	1.7630		2.40

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft^2	A_F ft^2	C_AA_A In Face ft^2	C_AA_A Out Face ft^2	Weight K
T1	300.00-280.00	A	0.000	0.000	6.102	0.000	0.01
		B	0.000	0.000	20.332	0.000	0.10
		C	0.000	0.000	8.979	0.000	0.10
T2	280.00-260.00	A	0.000	0.000	10.464	0.000	0.01
		B	0.000	0.000	23.458	0.000	0.11
		C	0.000	0.000	9.017	0.000	0.10
T3	260.00-240.00	A	0.000	0.000	27.804	0.000	0.02
		B	0.000	0.000	26.912	0.000	0.12
		C	0.000	0.000	9.058	0.000	0.10
T4	240.00-220.00	A	0.000	0.000	27.849	0.000	0.02
		B	0.000	0.000	29.207	0.000	0.13
		C	0.000	0.000	29.682	0.000	0.31
T5	220.00-200.00	A	0.000	0.000	27.899	0.000	0.02
		B	0.000	0.000	29.566	0.000	0.13
		C	0.000	0.000	29.731	0.000	0.31
T6	200.00-180.00	A	0.000	0.000	27.954	0.000	0.02
		B	0.000	0.000	31.372	0.000	0.13
		C	0.000	0.000	29.787	0.000	0.31
T7	180.00-160.00	A	0.000	0.000	28.121	0.000	0.02
		B	0.000	0.000	31.435	0.000	0.13
		C	0.000	0.000	29.849	0.000	0.31
T8	160.00-140.00	A	0.000	0.000	34.128	0.000	0.06
		B	0.000	0.000	31.575	0.000	0.13
		C	0.000	0.000	29.920	0.000	0.31
T9	140.00-120.00	A	0.000	0.000	39.210	0.000	0.09
		B	0.000	0.000	32.278	0.000	0.14
		C	0.000	0.000	30.003	0.000	0.31
T10	120.00-100.00	A	0.000	0.000	39.308	0.000	0.09
		B	0.000	0.000	35.015	0.000	0.14
		C	0.000	0.000	30.100	0.000	0.31
T11	100.00-80.00	A	0.000	0.000	39.427	0.000	0.09
		B	0.000	0.000	37.185	0.000	0.15
		C	0.000	0.000	30.220	0.000	0.31
T12	80.00-60.00	A	0.000	0.000	39.542	0.000	0.09
		B	0.000	0.000	37.930	0.000	0.15
		C	0.000	0.000	30.335	0.000	0.31
T13	60.00-40.00	A	0.000	0.000	39.542	0.000	0.09
		B	0.000	0.000	41.266	0.000	0.16
		C	0.000	0.000	30.335	0.000	0.31
T14	40.00-20.00	A	0.000	0.000	39.542	0.000	0.09
		B	0.000	0.000	43.430	0.000	0.16
		C	0.000	0.000	30.335	0.000	0.31
T15	20.00-0.00	A	0.000	0.000	19.771	0.000	0.05
		B	0.000	0.000	23.965	0.000	0.09
		C	0.000	0.000	15.167	0.000	0.16

Feed Line Center of Pressure

Section	Elevation ft	CP_X in	CP_Z in	CP_X Ice in	CP_Z Ice in
T1	300.00-280.00	1.2687	-1.2548	1.4156	-1.3979
T2	280.00-260.00	1.0329	-1.8124	1.1305	-1.9779
T3	260.00-240.00	-0.1384	-3.1110	-0.1455	-3.2675
T4	240.00-220.00	1.0268	-2.6279	1.0620	-2.7254
T5	220.00-200.00	1.1812	-2.9828	1.2179	-3.0838
T6	200.00-180.00	1.5663	-3.6711	1.5976	-3.7513
T7	180.00-160.00	1.5959	-3.8103	1.6197	-3.8730
T8	160.00-140.00	0.5187	-4.1237	0.5221	-4.1543
T9	140.00-120.00	-0.1579	-4.8743	-0.1584	-4.8919
T10	120.00-100.00	0.1782	-5.0358	0.1788	-5.0547
T11	100.00-80.00	0.4368	-5.5377	0.4376	-5.5488
T12	80.00-60.00	0.7055	-7.6531	0.6760	-7.3009
T13	60.00-40.00	1.3285	-8.6159	1.2719	-8.2116

Section	Elevation	CP_X	CP_Z	CP_X Ice	CP_Z Ice
	ft	in	in	in	in
T14	40.00-20.00	1.7030	-9.0994	1.6351	-8.6985
T15	20.00-0.00	1.4309	-5.9433	1.3709	-5.6642

Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T1	1	FSJ4-50B(1/2")	280.00 - 300.00	0.6000	0.6000
T1	3	1/4" x 1-1/2" Climb Ladder Rail	280.00 - 300.00	0.6000	0.6000
T1	4	3/4" ladder rung (12" long 12" oc)	280.00 - 300.00	0.6000	0.6000
T1	5	Safety Line 3/8	280.00 - 300.00	0.6000	0.6000
T1	7	1.5" flat Cable Ladder Rail	280.00 - 300.00	0.6000	0.6000
T1	14	LDF6-50A(1-1/4)	280.00 - 297.00	0.6000	0.6000
T1	26	Step Bolts	280.00 - 300.00	1.0000	0.6000
T1	27	Step Bolts	280.00 - 300.00	1.0000	0.6000
T1	28	Step Bolts	280.00 - 300.00	1.0000	0.6000
T2	1	FSJ4-50B(1/2")	260.00 - 280.00	0.6000	0.6000
T2	3	1/4" x 1-1/2" Climb Ladder Rail	260.00 - 280.00	0.6000	0.6000
T2	4	3/4" ladder rung (12" long 12" oc)	260.00 - 280.00	0.6000	0.6000
T2	5	Safety Line 3/8	260.00 - 280.00	0.6000	0.6000
T2	7	1.5" flat Cable Ladder Rail	260.00 - 280.00	0.6000	0.6000
T2	11	LDF4P-50A(1/2)	260.00 - 273.00	0.6000	0.6000
T2	13	LDF5-50A(7/8)	260.00 - 273.00	0.6000	0.6000
T2	14	LDF6-50A(1-1/4)	260.00 - 280.00	0.6000	0.6000
T2	23	PWRT-606-S(15/16)	260.00 - 264.00	0.6000	0.6000
T2	24	FB-L98-002-XXX(3/8)	260.00 - 264.00	0.6000	0.6000
T2	26	Step Bolts	260.00 - 280.00	1.0000	0.6000
T2	27	Step Bolts	260.00 - 280.00	1.0000	0.6000
T2	28	Step Bolts	260.00 - 280.00	1.0000	0.6000
T3	1	FSJ4-50B(1/2")	240.00 - 260.00	0.6000	0.6000
T3	3	1/4" x 1-1/2" Climb Ladder Rail	240.00 - 260.00	0.6000	0.6000
T3	4	3/4" ladder rung (12" long 12" oc)	240.00 - 260.00	0.6000	0.6000
T3	5	Safety Line 3/8	240.00 - 260.00	0.6000	0.6000
T3	7	1.5" flat Cable Ladder Rail	240.00 - 260.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T3	11	LDF4P-50A(1/2)	240.00 - 260.00	0.6000	0.6000
T3	13	LDF5-50A(7/8)	240.00 - 260.00	0.6000	0.6000
T3	14	LDF6-50A(1-1/4)	240.00 - 260.00	0.6000	0.6000
T3	23	PWRT-606-S(15/16)	240.00 - 260.00	0.6000	0.6000
T3	24	FB-L98-002-XXX(3/8)	240.00 - 260.00	0.6000	0.6000
T3	26	Step Bolts	240.00 - 260.00	1.0000	0.6000
T3	27	Step Bolts	240.00 - 260.00	1.0000	0.6000
T3	28	Step Bolts	240.00 - 260.00	1.0000	0.6000
T3	32	EW52(ELLIPTICAL)	240.00 - 250.00	0.6000	0.6000
T4	1	FSJ4-50B(1/2")	220.00 - 240.00	0.6000	0.6000
T4	3	1/4" x 1-1/2" Climb Ladder Rail	220.00 - 240.00	0.6000	0.6000
T4	4	3/4" ladder rung (12" long 12" oc)	220.00 - 240.00	0.6000	0.6000
T4	5	Safety Line 3/8	220.00 - 240.00	0.6000	0.6000
T4	7	1.5" flat Cable Ladder Rail	220.00 - 240.00	0.6000	0.6000
T4	11	LDF4P-50A(1/2)	220.00 - 240.00	0.6000	0.6000
T4	13	LDF5-50A(7/8)	220.00 - 240.00	0.6000	0.6000
T4	14	LDF6-50A(1-1/4)	220.00 - 240.00	0.6000	0.6000
T4	23	PWRT-606-S(15/16)	220.00 - 240.00	0.6000	0.6000
T4	24	FB-L98-002-XXX(3/8)	220.00 - 240.00	0.6000	0.6000
T4	26	Step Bolts	220.00 - 240.00	1.0000	0.6000
T4	27	Step Bolts	220.00 - 240.00	1.0000	0.6000
T4	28	Step Bolts	220.00 - 240.00	1.0000	0.6000
T4	32	EW52(ELLIPTICAL)	220.00 - 240.00	0.6000	0.6000
T4	34	1.5" flat Cable Ladder Rail	220.00 - 240.00	0.6000	0.6000
T4	35	6/24 Hybrid Cable (1.763" dia)	220.00 - 240.00	0.6000	0.6000
T5	1	FSJ4-50B(1/2")	200.00 - 220.00	0.6000	0.6000
T5	3	1/4" x 1-1/2" Climb Ladder Rail	200.00 - 220.00	0.6000	0.6000
T5	4	3/4" ladder rung (12" long 12" oc)	200.00 - 220.00	0.6000	0.6000
T5	5	Safety Line 3/8	200.00 - 220.00	0.6000	0.6000
T5	7	1.5" flat Cable Ladder Rail	200.00 - 220.00	0.6000	0.6000
T5	11	LDF4P-50A(1/2)	200.00 - 220.00	0.6000	0.6000
T5	13	LDF5-50A(7/8)	200.00 - 220.00	0.6000	0.6000
T5	14	LDF6-50A(1-1/4)	200.00 - 220.00	0.6000	0.6000
T5	16	LDF5-50A(7/8)	200.00 - 203.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T5	23	PWRT-606-S(15/16)	200.00 - 220.00	0.6000	0.6000
T5	24	FB-L98-002-XXX(3/8)	200.00 - 220.00	0.6000	0.6000
T5	26	Step Bolts	200.00 - 220.00	1.0000	0.6000
T5	27	Step Bolts	200.00 - 220.00	1.0000	0.6000
T5	28	Step Bolts	200.00 - 220.00	1.0000	0.6000
T5	31	EW52(ELLIPTICAL)	200.00 - 220.00	0.6000	0.6000
T5	34	1.5" flat Cable Ladder Rail	200.00 - 220.00	0.6000	0.6000
T5	35	6/24 Hybrid Cable (1.763" dia)	200.00 - 220.00	0.6000	0.6000
T6	1	FSJ4-50B(1/2")	180.00 - 200.00	0.6000	0.6000
T6	3	1/4" x 1-1/2" Climb Ladder Rail	180.00 - 200.00	0.6000	0.6000
T6	4	3/4" ladder rung (12" long 12" oc)	180.00 - 200.00	0.6000	0.6000
T6	5	Safety Line 3/8	180.00 - 200.00	0.6000	0.6000
T6	7	1.5" flat Cable Ladder Rail	180.00 - 200.00	0.6000	0.6000
T6	11	LDF4P-50A(1/2)	180.00 - 200.00	0.6000	0.6000
T6	13	LDF5-50A(7/8)	180.00 - 200.00	0.6000	0.6000
T6	14	LDF6-50A(1-1/4)	180.00 - 200.00	0.6000	0.6000
T6	16	LDF5-50A(7/8)	180.00 - 200.00	0.6000	0.6000
T6	23	PWRT-606-S(15/16)	180.00 - 200.00	0.6000	0.6000
T6	24	FB-L98-002-XXX(3/8)	180.00 - 200.00	0.6000	0.6000
T6	26	Step Bolts	180.00 - 200.00	1.0000	0.6000
T6	27	Step Bolts	180.00 - 200.00	1.0000	0.6000
T6	28	Step Bolts	180.00 - 200.00	1.0000	0.6000
T6	31	EW52(ELLIPTICAL)	180.00 - 200.00	0.6000	0.6000
T6	34	1.5" flat Cable Ladder Rail	180.00 - 200.00	0.6000	0.6000
T6	35	6/24 Hybrid Cable (1.763" dia)	180.00 - 200.00	0.6000	0.6000
T7	1	FSJ4-50B(1/2")	162.00 - 180.00	0.6000	0.6000
T7	2	FSJ4-50B(1/2")	160.00 - 162.00	0.6000	0.6000
T7	3	1/4" x 1-1/2" Climb Ladder Rail	160.00 - 180.00	0.6000	0.6000
T7	4	3/4" ladder rung (12" long 12" oc)	160.00 - 180.00	0.6000	0.6000
T7	5	Safety Line 3/8	160.00 - 180.00	0.6000	0.6000
T7	7	1.5" flat Cable Ladder Rail	160.00 - 180.00	0.6000	0.6000
T7	11	LDF4P-50A(1/2)	160.00 - 180.00	0.6000	0.6000
T7	13	LDF5-50A(7/8)	160.00 - 180.00	0.6000	0.6000
T7	14	LDF6-50A(1-1/4)	160.00 - 180.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T7	16	LDF5-50A(7/8)	160.00 - 180.00	0.6000	0.6000
T7	23	PWRT-606-S(15/16)	160.00 - 180.00	0.6000	0.6000
T7	24	FB-L98-002-XXX(3/8)	160.00 - 180.00	0.6000	0.6000
T7	26	Step Bolts	160.00 - 180.00	1.0000	0.6000
T7	27	Step Bolts	160.00 - 180.00	1.0000	0.6000
T7	28	Step Bolts	160.00 - 180.00	1.0000	0.6000
T7	31	EW52(ELLIPTICAL)	160.00 - 180.00	0.6000	0.6000
T7	34	1.5" flat Cable Ladder Rail	160.00 - 180.00	0.6000	0.6000
T7	35	6/24 Hybrid Cable (1.763" dia)	160.00 - 180.00	0.6000	0.6000
T8	2	FSJ4-50B(1/2")	140.00 - 160.00	0.6000	0.6000
T8	3	1/4" x 1-1/2" Climb Ladder Rail	140.00 - 160.00	0.6000	0.6000
T8	4	3/4" ladder rung (12" long 12" oc)	140.00 - 160.00	0.6000	0.6000
T8	5	Safety Line 3/8	140.00 - 160.00	0.6000	0.6000
T8	7	1.5" flat Cable Ladder Rail	140.00 - 160.00	0.6000	0.6000
T8	11	LDF4P-50A(1/2)	140.00 - 160.00	0.6000	0.6000
T8	13	LDF5-50A(7/8)	140.00 - 160.00	0.6000	0.6000
T8	14	LDF6-50A(1-1/4)	140.00 - 160.00	0.6000	0.6000
T8	16	LDF5-50A(7/8)	140.00 - 160.00	0.6000	0.6000
T8	19	LDF1-50A(1/4)	140.00 - 142.00	0.6000	0.6000
T8	22	1.5" flat Cable Ladder Rail	140.00 - 150.00	0.6000	0.6000
T8	23	PWRT-606-S(15/16)	140.00 - 160.00	0.6000	0.6000
T8	24	FB-L98-002-XXX(3/8)	140.00 - 160.00	0.6000	0.6000
T8	26	Step Bolts	140.00 - 160.00	1.0000	0.6000
T8	27	Step Bolts	140.00 - 160.00	1.0000	0.6000
T8	28	Step Bolts	140.00 - 160.00	1.0000	0.6000
T8	31	EW52(ELLIPTICAL)	140.00 - 160.00	0.6000	0.6000
T8	34	1.5" flat Cable Ladder Rail	140.00 - 160.00	0.6000	0.6000
T8	35	6/24 Hybrid Cable (1.763" dia)	140.00 - 160.00	0.6000	0.6000
T9	2	FSJ4-50B(1/2")	120.00 - 140.00	0.6000	0.6000
T9	3	1/4" x 1-1/2" Climb Ladder Rail	120.00 - 140.00	0.6000	0.6000
T9	4	3/4" ladder rung (12" long 12" oc)	120.00 - 140.00	0.6000	0.6000
T9	5	Safety Line 3/8	120.00 - 140.00	0.6000	0.6000
T9	7	1.5" flat Cable Ladder Rail	120.00 - 140.00	0.6000	0.6000
T9	11	LDF4P-50A(1/2)	120.00 - 140.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T9	13	LDF5-50A(7/8)	120.00 - 140.00	0.6000	0.6000
T9	14	LDF6-50A(1-1/4)	120.00 - 140.00	0.6000	0.6000
T9	16	LDF5-50A(7/8)	120.00 - 140.00	0.6000	0.6000
T9	19	LDF1-50A(1/4)	120.00 - 140.00	0.6000	0.6000
T9	22	1.5" flat Cable Ladder Rail	120.00 - 140.00	0.6000	0.6000
T9	23	PWRT-606-S(15/16)	120.00 - 140.00	0.6000	0.6000
T9	24	FB-L98-002-XXX(3/8)	120.00 - 140.00	0.6000	0.6000
T9	26	Step Bolts	120.00 - 140.00	1.0000	0.6000
T9	27	Step Bolts	120.00 - 140.00	1.0000	0.6000
T9	28	Step Bolts	120.00 - 140.00	1.0000	0.6000
T9	31	EW52(ELLIPTICAL)	120.00 - 140.00	0.6000	0.6000
T9	34	1.5" flat Cable Ladder Rail	120.00 - 140.00	0.6000	0.6000
T9	35	6/24 Hybrid Cable (1.763" dia)	120.00 - 140.00	0.6000	0.6000
T10	2	FSJ4-50B(1/2")	100.00 - 120.00	0.6000	0.6000
T10	3	1/4" x 1-1/2" Climb Ladder Rail	100.00 - 120.00	0.6000	0.6000
T10	4	3/4" ladder rung (12" long 12" oc)	100.00 - 120.00	0.6000	0.6000
T10	5	Safety Line 3/8	100.00 - 120.00	0.6000	0.6000
T10	7	1.5" flat Cable Ladder Rail	100.00 - 120.00	0.6000	0.6000
T10	11	LDF4P-50A(1/2)	100.00 - 120.00	0.6000	0.6000
T10	13	LDF5-50A(7/8)	100.00 - 120.00	0.6000	0.6000
T10	14	LDF6-50A(1-1/4)	100.00 - 120.00	0.6000	0.6000
T10	16	LDF5-50A(7/8)	100.00 - 120.00	0.6000	0.6000
T10	19	LDF1-50A(1/4)	100.00 - 120.00	0.6000	0.6000
T10	22	1.5" flat Cable Ladder Rail	100.00 - 120.00	0.6000	0.6000
T10	23	PWRT-606-S(15/16)	100.00 - 120.00	0.6000	0.6000
T10	24	FB-L98-002-XXX(3/8)	100.00 - 120.00	0.6000	0.6000
T10	26	Step Bolts	100.00 - 120.00	1.0000	0.6000
T10	27	Step Bolts	100.00 - 120.00	1.0000	0.6000
T10	28	Step Bolts	100.00 - 120.00	1.0000	0.6000
T10	30	EU63(ELLIPTICAL)	100.00 - 113.00	0.6000	0.6000
T10	31	EW52(ELLIPTICAL)	100.00 - 120.00	0.6000	0.6000
T10	34	1.5" flat Cable Ladder Rail	100.00 - 120.00	0.6000	0.6000
T10	35	6/24 Hybrid Cable (1.763" dia)	100.00 - 120.00	0.6000	0.6000
T11	2	FSJ4-50B(1/2")	80.00 - 100.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T11	3	1/4" x 1-1/2" Climb Ladder Rail	80.00 - 100.00	0.6000	0.6000
T11	4	3/4" ladder rung (12" long 12" oc)	80.00 - 100.00	0.6000	0.6000
T11	5	Safety Line 3/8	80.00 - 100.00	0.6000	0.6000
T11	7	1.5" flat Cable Ladder Rail	80.00 - 100.00	0.6000	0.6000
T11	11	LDF4P-50A(1/2)	90.00 - 100.00	0.6000	0.6000
T11	12	LDF4P-50A(1/2)	80.00 - 90.00	0.6000	0.6000
T11	13	LDF5-50A(7/8)	80.00 - 100.00	0.6000	0.6000
T11	14	LDF6-50A(1-1/4)	80.00 - 100.00	0.6000	0.6000
T11	16	LDF5-50A(7/8)	80.00 - 100.00	0.6000	0.6000
T11	19	LDF1-50A(1/4)	80.00 - 100.00	0.6000	0.6000
T11	22	1.5" flat Cable Ladder Rail	80.00 - 100.00	0.6000	0.6000
T11	23	PWRT-606-S(15/16)	80.00 - 100.00	0.6000	0.6000
T11	24	FB-L98-002-XXX(3/8)	80.00 - 100.00	0.6000	0.6000
T11	26	Step Bolts	80.00 - 100.00	1.0000	0.6000
T11	27	Step Bolts	80.00 - 100.00	1.0000	0.6000
T11	28	Step Bolts	80.00 - 100.00	1.0000	0.6000
T11	30	EU63(ELLIPTICAL)	80.00 - 100.00	0.6000	0.6000
T11	31	EW52(ELLIPTICAL)	80.00 - 100.00	0.6000	0.6000
T11	34	1.5" flat Cable Ladder Rail	80.00 - 100.00	0.6000	0.6000
T11	35	6/24 Hybrid Cable (1.763" dia)	80.00 - 100.00	0.6000	0.6000
T12	2	FSJ4-50B(1/2")	60.00 - 80.00	0.6000	0.6000
T12	3	1/4" x 1-1/2" Climb Ladder Rail	60.00 - 80.00	0.6000	0.6000
T12	4	3/4" ladder rung (12" long 12" oc)	60.00 - 80.00	0.6000	0.6000
T12	5	Safety Line 3/8	60.00 - 80.00	0.6000	0.6000
T12	7	1.5" flat Cable Ladder Rail	60.00 - 80.00	0.6000	0.6000
T12	12	LDF4P-50A(1/2)	60.00 - 80.00	0.6000	0.6000
T12	13	LDF5-50A(7/8)	60.00 - 80.00	0.6000	0.6000
T12	14	LDF6-50A(1-1/4)	60.00 - 80.00	0.6000	0.6000
T12	16	LDF5-50A(7/8)	60.00 - 80.00	0.6000	0.6000
T12	19	LDF1-50A(1/4)	60.00 - 80.00	0.6000	0.6000
T12	22	1.5" flat Cable Ladder Rail	60.00 - 80.00	0.6000	0.6000
T12	23	PWRT-606-S(15/16)	60.00 - 80.00	0.6000	0.6000
T12	24	FB-L98-002-XXX(3/8)	60.00 - 80.00	0.6000	0.6000
T12	26	Step Bolts	60.00 - 80.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T12	27	Step Bolts	60.00 - 80.00	0.6000	0.6000
T12	28	Step Bolts	60.00 - 80.00	0.6000	0.6000
T12	30	EU63(ELLIPTICAL)	60.00 - 80.00	0.6000	0.6000
T12	31	EW52(ELLIPTICAL)	60.00 - 80.00	0.6000	0.6000
T12	34	1.5" flat Cable Ladder Rail	60.00 - 80.00	0.6000	0.6000
T12	35	6/24 Hybrid Cable (1.763" dia)	60.00 - 80.00	0.6000	0.6000
T13	2	FSJ4-50B(1/2")	40.00 - 60.00	0.6000	0.6000
T13	3	1/4" x 1-1/2" Climb Ladder Rail	40.00 - 60.00	0.6000	0.6000
T13	4	3/4" ladder rung (12" long 12" oc)	40.00 - 60.00	0.6000	0.6000
T13	5	Safety Line 3/8	40.00 - 60.00	0.6000	0.6000
T13	7	1.5" flat Cable Ladder Rail	40.00 - 60.00	0.6000	0.6000
T13	12	LDF4P-50A(1/2)	40.00 - 60.00	0.6000	0.6000
T13	13	LDF5-50A(7/8)	40.00 - 60.00	0.6000	0.6000
T13	14	LDF6-50A(1-1/4)	40.00 - 60.00	0.6000	0.6000
T13	15	LDF5-50A(7/8)	40.00 - 51.00	0.6000	0.6000
T13	16	LDF5-50A(7/8)	40.00 - 60.00	0.6000	0.6000
T13	17	LDF1-50A(1/4)	40.00 - 51.00	0.6000	0.6000
T13	18	LDF1-50A(1/4)	51.00 - 60.00	0.6000	0.6000
T13	22	1.5" flat Cable Ladder Rail	40.00 - 60.00	0.6000	0.6000
T13	23	PWRT-606-S(15/16)	40.00 - 60.00	0.6000	0.6000
T13	24	FB-L98-002-XXX(3/8)	40.00 - 60.00	0.6000	0.6000
T13	26	Step Bolts	40.00 - 60.00	0.6000	0.6000
T13	27	Step Bolts	40.00 - 60.00	0.6000	0.6000
T13	28	Step Bolts	40.00 - 60.00	0.6000	0.6000
T13	30	EU63(ELLIPTICAL)	40.00 - 60.00	0.6000	0.6000
T13	31	EW52(ELLIPTICAL)	40.00 - 60.00	0.6000	0.6000
T13	34	1.5" flat Cable Ladder Rail	40.00 - 60.00	0.6000	0.6000
T13	35	6/24 Hybrid Cable (1.763" dia)	40.00 - 60.00	0.6000	0.6000
T14	2	FSJ4-50B(1/2")	20.00 - 40.00	0.6000	0.6000
T14	3	1/4" x 1-1/2" Climb Ladder Rail	20.00 - 40.00	0.6000	0.6000
T14	4	3/4" ladder rung (12" long 12" oc)	20.00 - 40.00	0.6000	0.6000
T14	5	Safety Line 3/8	20.00 - 40.00	0.6000	0.6000
T14	7	1.5" flat Cable Ladder Rail	20.00 - 40.00	0.6000	0.6000
T14	12	LDF4P-50A(1/2)	20.00 - 40.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T14	13	LDF5-50A(7/8)	20.00 - 40.00	0.6000	0.6000
T14	14	LDF6-50A(1-1/4)	20.00 - 40.00	0.6000	0.6000
T14	15	LDF5-50A(7/8)	20.00 - 40.00	0.6000	0.6000
T14	16	LDF5-50A(7/8)	20.00 - 40.00	0.6000	0.6000
T14	17	LDF1-50A(1/4)	20.00 - 40.00	0.6000	0.6000
T14	22	1.5" flat Cable Ladder Rail	20.00 - 40.00	0.6000	0.6000
T14	23	PWRT-606-S(15/16)	20.00 - 40.00	0.6000	0.6000
T14	24	FB-L98-002-XXX(3/8)	20.00 - 40.00	0.6000	0.6000
T14	26	Step Bolts	20.00 - 40.00	0.6000	0.6000
T14	27	Step Bolts	20.00 - 40.00	0.6000	0.6000
T14	28	Step Bolts	20.00 - 40.00	0.6000	0.6000
T14	30	EU63(ELLIPTICAL)	20.00 - 40.00	0.6000	0.6000
T14	31	EW52(ELLIPTICAL)	20.00 - 40.00	0.6000	0.6000
T14	34	1.5" flat Cable Ladder Rail	20.00 - 40.00	0.6000	0.6000
T14	35	6/24 Hybrid Cable (1.763" dia)	20.00 - 40.00	0.6000	0.6000
T15	2	FSJ4-50B(1/2")	10.00 - 20.00	0.6000	0.6000
T15	3	1/4" x 1-1/2" Climb Ladder Rail	10.00 - 20.00	0.6000	0.6000
T15	4	3/4" ladder rung (12" long 12" oc)	10.00 - 20.00	0.6000	0.6000
T15	5	Safety Line 3/8	10.00 - 20.00	0.6000	0.6000
T15	7	1.5" flat Cable Ladder Rail	10.00 - 20.00	0.6000	0.6000
T15	12	LDF4P-50A(1/2)	10.00 - 20.00	0.6000	0.6000
T15	13	LDF5-50A(7/8)	10.00 - 20.00	0.6000	0.6000
T15	14	LDF6-50A(1-1/4)	10.00 - 20.00	0.6000	0.6000
T15	15	LDF5-50A(7/8)	10.00 - 20.00	0.6000	0.6000
T15	16	LDF5-50A(7/8)	10.00 - 20.00	0.6000	0.6000
T15	17	LDF1-50A(1/4)	10.00 - 20.00	0.6000	0.6000
T15	22	1.5" flat Cable Ladder Rail	10.00 - 20.00	0.6000	0.6000
T15	23	PWRT-606-S(15/16)	10.00 - 20.00	0.6000	0.6000
T15	24	FB-L98-002-XXX(3/8)	10.00 - 20.00	0.6000	0.6000
T15	26	Step Bolts	10.00 - 20.00	0.6000	0.6000
T15	27	Step Bolts	10.00 - 20.00	0.6000	0.6000
T15	28	Step Bolts	10.00 - 20.00	0.6000	0.6000
T15	30	EU63(ELLIPTICAL)	10.00 - 20.00	0.6000	0.6000
T15	31	EW52(ELLIPTICAL)	0.00 - 20.00	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T15	34	1.5" flat Cable Ladder Rail	10.00 - 20.00	0.6000	0.6000
T15	35	6/24 Hybrid Cable (1.763" dia)	10.00 - 20.00	0.6000	0.6000

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Beacon	A	From Leg	0.00 0.00 1.00	0.0000	300.00	No Ice	3.60	3.60	0.10
3/4" x 6 ft lightning rod	B	From Leg	0.00 0.00 3.00	0.0000	315.00	No Ice	0.45	0.45	0.01
2.375" OD x 25' Mount Pipe	B	From Leg	0.00 0.00 11.50	0.0000	300.00	No Ice	5.94	5.94	0.13
Obstruction light	A	From Leg	1.00 0.00 0.00	0.0000	152.00	No Ice	0.50	0.50	0.01
Obstruction light	B	From Leg	1.00 0.00 0.00	0.0000	152.00	No Ice	0.50	0.50	0.01
Obstruction light	C	From Leg	1.00 0.00 0.00	0.0000	152.00	No Ice	0.50	0.50	0.01
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BMR12	A	From Leg	6.00 0.00 11.00	0.0000	297.00	No Ice	6.63	6.63	0.13
BMR12	B	From Leg	6.00 0.00 11.00	0.0000	297.00	No Ice	6.63	6.63	0.13
15' 6-arm Halo Mount	C	None		0.0000	297.00	No Ice	47.08	47.08	2.05
**									
BMR12	C	From Leg	6.00 0.00 10.00	0.0000	273.00	No Ice	6.63	6.63	0.13
Junction Box (30" x 30" x 12")	C	From Leg	3.00 0.00 1.00	0.0000	273.00	No Ice	7.50	3.00	0.09
Generic 3.5' x 6' sidearm	C	From Leg	3.00 0.00 0.00	0.0000	273.00	No Ice	3.00	6.00	0.40
2.5 STD x 126" Horizontal Arm	C	From Leg	5.00 0.00 0.00	0.0000	273.00	No Ice	3.18	3.18	0.08
2.5 STD x 126" Horizontal Arm	B	From Leg	5.00 0.00 0.00	0.0000	273.00	No Ice	3.18	3.18	0.08
**									
sabre C10857003C 12' sector frames (3)	C	None		0.0000	264.00	No Ice	31.68	31.68	1.25
Generic 1' x 2' sidearm	A	From Leg	4.00 0.00 0.00	0.0000	264.00	No Ice	1.00	2.00	0.13

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Generic 1' x 2' sidearm	C	From Leg	4.00 0.00 0.00	0.0000	264.00	No Ice	1.00	2.00	0.13
(2) NNHH-65B-R4_TIA w/ Mount Pipe	A	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	12.51	7.41	0.10
NNHH-65B-R4_TIA w/ Mount Pipe	B	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	12.51	7.41	0.10
NNHH-65B-R4_TIA w/ Mount Pipe	C	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	12.51	7.41	0.10
SBNHH-1D45C_TIA w/ Mount Pipe	A	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	16.13	9.70	0.13
SBNHH-1D45C_TIA w/ Mount Pipe	B	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	16.13	9.70	0.13
(2) SBNHH-1D45C_TIA w/ Mount Pipe	C	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	16.13	9.70	0.13
SBNHH-1D85B_TIA w/ Mount Pipe	A	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	8.44	7.10	0.07
SBNHH-1D85B_TIA w/ Mount Pipe	B	From Leg	4.00 0.00 1.50	0.0000	264.00	No Ice	8.44	7.10	0.07
RADIO 4449 B5/B12	A	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.30	0.07
RADIO 4449 B5/B12	B	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.30	0.07
(2) RADIO 4449 B5/B12	C	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.30	0.07
RADIO 8843 B2/B66A	A	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.38	0.08
RADIO 8843 B2/B66A	B	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.38	0.08
(2) RADIO 8843 B2/B66A	C	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.64	1.38	0.08
(2) RADIO 4478	A	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.63	1.00	0.06
RADIO 4478	B	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.63	1.00	0.06
RADIO 4478	C	From Leg	4.00 0.00 2.00	0.0000	264.00	No Ice	1.63	1.00	0.06
(2) DC6-48-60-18-8C-EV	A	From Leg	2.00 0.00 2.00	0.0000	264.00	No Ice	1.14	1.14	0.03
DC6-48-60-18-8C-EV	B	From Leg	2.00 0.00 2.00	0.0000	264.00	No Ice	1.14	1.14	0.03
DC6-48-60-18-8C-EV	C	From Leg	2.00 0.00 2.00	0.0000	264.00	No Ice	1.14	1.14	0.03
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Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Pipe Mount [PM 601-1]	C	From Leg	0.50 0.00 0.00	0.0000	250.00	No Ice	1.32	1.32	0.07
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Pipe Mount [PM 601-1]	C	From Leg	0.50 0.00 0.00	0.0000	220.00	No Ice	1.32	1.32	0.07
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DB420	B	From Leg	4.00 0.00 9.00	0.0000	203.00	No Ice	3.33	3.33	0.03
Side Arm Mount [SO 306-1]	B	From Leg	4.00 0.00 0.00	0.0000	203.00	No Ice	0.41	2.26	0.04
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14" x 14" x 3" Panel	C	From Leg	0.50 0.00 0.00	0.0000	142.00	No Ice	1.63	0.38	0.01
2.375" OD x 3' Mount Pipe	C	From Leg	0.50 0.00 0.00	0.0000	142.00	No Ice	0.58	0.58	0.03
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Pipe Mount [PM 601-1]	C	From Leg	0.50 0.00 0.00	0.0000	113.00	No Ice	1.32	1.32	0.07
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1" x 1.5' Omni	C	From Leg	3.00 0.00 3.00	0.0000	90.00	No Ice	0.13	0.13	0.01
Generic 2' x 3' sidearm	C	From Leg	1.50 0.00 0.00	0.0000	90.00	No Ice	1.50	3.00	0.19
***									
Camera - 12" T x 8" W x 8" L	B	From Leg	0.50 0.00 0.00	0.0000	51.00	No Ice	0.80	0.80	0.01
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Sector Mount	A	From Leg	2.00 0.00 0.00	0.0000	240.00	No Ice	13.20	9.20	0.66
Sector Mount	B	From Leg	2.00 0.00 0.00	0.0000	240.00	No Ice	13.20	9.20	0.66
Sector Mount	C	From Leg	2.00 0.00 0.00	0.0000	240.00	No Ice	13.20	9.20	0.66
840590966 w/ Mount Pipe	A	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	19.88	9.55	0.13
840590966 w/ Mount Pipe	B	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	19.88	9.55	0.13
840590966 w/ Mount Pipe	C	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	19.88	9.55	0.13
AIR 6419 B41 w/ Mount Pipe	A	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	6.58	3.50	0.11
AIR 6419 B41 w/ Mount Pipe	B	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	6.58	3.50	0.11

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
AIR 6419 B41 w/ Mount Pipe	C	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	6.58	3.50	0.11
4480 B71/B85	A	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.45	1.27	0.09
4480 B71/B85	B	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.45	1.27	0.09
4480 B71/B85	C	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.45	1.27	0.09
4460 B25/B66	A	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.57	1.97	0.11
4460 B25/B66	B	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.57	1.97	0.11
4460 B25/B66	C	From Leg	4.00 0.00 0.00	0.0000	240.00	No Ice	2.57	1.97	0.11
**									

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert ft	Azimuth Adjustment °	3 dB Beam Width °	Elevation ft	Outside Diameter ft		Aperture Area ft^2	Weight K
Microwave Networks MNIH6-6	C	Paraboloid w/Shroud (HP)	From Leg	1.00 0.00 0.00	-54.0000		113.00	6.13	No Ice	29.46	0.22
Microwave Networks MNIH6-6	C	Paraboloid w/Shroud (HP)	From Leg	1.00 0.00 0.00	13.0000		220.00	6.13	No Ice	29.46	0.22
HX8-6W-6GF	C	Paraboloid w/Radome	From Leg	1.00 0.00 0.00	13.0000		250.00	8.00	No Ice	50.27	0.41

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 30 deg - No Ice
5	0.9 Dead+1.0 Wind 30 deg - No Ice
6	1.2 Dead+1.0 Wind 60 deg - No Ice
7	0.9 Dead+1.0 Wind 60 deg - No Ice
8	1.2 Dead+1.0 Wind 90 deg - No Ice
9	0.9 Dead+1.0 Wind 90 deg - No Ice
10	1.2 Dead+1.0 Wind 120 deg - No Ice
11	0.9 Dead+1.0 Wind 120 deg - No Ice

Comb. No.	Description
12	1.2 Dead+1.0 Wind 150 deg - No Ice
13	0.9 Dead+1.0 Wind 150 deg - No Ice
14	1.2 Dead+1.0 Wind 180 deg - No Ice
15	0.9 Dead+1.0 Wind 180 deg - No Ice
16	1.2 Dead+1.0 Wind 210 deg - No Ice
17	0.9 Dead+1.0 Wind 210 deg - No Ice
18	1.2 Dead+1.0 Wind 240 deg - No Ice
19	0.9 Dead+1.0 Wind 240 deg - No Ice
20	1.2 Dead+1.0 Wind 270 deg - No Ice
21	0.9 Dead+1.0 Wind 270 deg - No Ice
22	1.2 Dead+1.0 Wind 300 deg - No Ice
23	0.9 Dead+1.0 Wind 300 deg - No Ice
24	1.2 Dead+1.0 Wind 330 deg - No Ice
25	0.9 Dead+1.0 Wind 330 deg - No Ice
26	Dead+Wind 0 deg - Service
27	Dead+Wind 30 deg - Service
28	Dead+Wind 60 deg - Service
29	Dead+Wind 90 deg - Service
30	Dead+Wind 120 deg - Service
31	Dead+Wind 150 deg - Service
32	Dead+Wind 180 deg - Service
33	Dead+Wind 210 deg - Service
34	Dead+Wind 240 deg - Service
35	Dead+Wind 270 deg - Service
36	Dead+Wind 300 deg - Service
37	Dead+Wind 330 deg - Service

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Leg C	Max. Vert	18	888.00	76.54	-44.69
	Max. H_x	18	888.00	76.54	-44.69
	Max. H_z	7	-753.09	-64.62	37.87
	Min. Vert	7	-753.09	-64.62	37.87
	Min. H_x	7	-753.09	-64.62	37.87
	Min. H_z	18	888.00	76.54	-44.69
Leg B	Max. Vert	10	900.84	-78.08	-44.84
	Max. H_x	23	-744.37	64.81	37.18
	Max. H_z	23	-744.37	64.81	37.18
	Min. Vert	23	-744.37	64.81	37.18
	Min. H_x	10	900.84	-78.08	-44.84
	Min. H_z	10	900.84	-78.08	-44.84
Leg A	Max. Vert	2	881.28	-0.52	88.55
	Max. H_x	21	34.07	10.20	2.82
	Max. H_z	2	881.28	-0.52	88.55
	Min. Vert	15	-732.34	0.50	-73.57
	Min. H_x	8	57.33	-10.24	4.73
	Min. H_z	15	-732.34	0.50	-73.57

Tower Mast Reaction Summary

Load Combination	Vertical K	$Shear_x$ K	$Shear_z$ K	Overturning Moment, M_x kip-ft	Overturning Moment, M_z kip-ft	Torque kip-ft
Dead Only	131.68	-0.00	0.00	16.24	7.63	0.00
1.2 Dead+1.0 Wind 0 deg - No Ice	158.02	1.38	-142.40	-21527.79	-303.11	-24.65
0.9 Dead+1.0 Wind 0 deg - No Ice	118.51	1.38	-142.40	-21532.66	-305.40	-24.65

Load Combination	Vertical K	$Shear_x$ K	$Shear_z$ K	Overturning Moment, M_x kip-ft	Overturning Moment, M_z kip-ft	Torque kip-ft
1.2 Dead+1.0 Wind 30 deg - No Ice	158.02	66.51	-113.77	-17675.36	-10460.17	-0.86
0.9 Dead+1.0 Wind 30 deg - No Ice	118.51	66.51	-113.77	-17680.23	-10462.46	-0.86
1.2 Dead+1.0 Wind 60 deg - No Ice	158.02	113.41	-66.42	-10352.25	-17795.98	-20.40
0.9 Dead+1.0 Wind 60 deg - No Ice	118.51	113.41	-66.42	-10357.12	-17798.27	-20.40
1.2 Dead+1.0 Wind 90 deg - No Ice	158.02	133.50	-0.65	-121.01	-20830.62	-29.74
0.9 Dead+1.0 Wind 90 deg - No Ice	118.51	133.50	-0.65	-125.88	-20832.91	-29.74
1.2 Dead+1.0 Wind 120 deg - No Ice	158.02	125.75	71.72	10830.76	-19191.77	10.62
0.9 Dead+1.0 Wind 120 deg - No Ice	118.51	125.75	71.72	10825.89	-19194.06	10.62
1.2 Dead+1.0 Wind 150 deg - No Ice	158.02	66.08	114.11	17509.36	-10216.67	43.42
0.9 Dead+1.0 Wind 150 deg - No Ice	118.51	66.08	114.11	17504.49	-10218.96	43.42
1.2 Dead+1.0 Wind 180 deg - No Ice	158.02	-0.53	129.41	20058.01	118.65	24.82
0.9 Dead+1.0 Wind 180 deg - No Ice	118.51	-0.53	129.41	20053.14	116.36	24.82
1.2 Dead+1.0 Wind 210 deg - No Ice	158.02	-65.48	112.41	17432.96	10243.94	0.74
0.9 Dead+1.0 Wind 210 deg - No Ice	118.51	-65.48	112.41	17428.09	10241.65	0.74
1.2 Dead+1.0 Wind 240 deg - No Ice	158.02	-122.94	71.76	10935.26	18746.44	19.61
0.9 Dead+1.0 Wind 240 deg - No Ice	118.51	-122.94	71.76	10930.39	18744.15	19.61
1.2 Dead+1.0 Wind 270 deg - No Ice	158.02	-132.39	0.69	146.19	20581.08	29.38
0.9 Dead+1.0 Wind 270 deg - No Ice	118.51	-132.39	0.69	141.32	20578.79	29.38
1.2 Dead+1.0 Wind 300 deg - No Ice	158.02	-113.76	-65.60	-10070.29	17701.73	-13.71
0.9 Dead+1.0 Wind 300 deg - No Ice	118.51	-113.76	-65.60	-10075.16	17699.44	-13.71
1.2 Dead+1.0 Wind 330 deg - No Ice	158.02	-65.35	-114.57	-17535.05	10046.08	-47.79
0.9 Dead+1.0 Wind 330 deg - No Ice	118.51	-65.35	-114.57	-17539.92	10043.79	-47.79
Dead+Wind 0 deg - Service	131.68	0.23	-24.45	-3683.57	-44.39	-4.06
Dead+Wind 30 deg - Service	131.68	11.44	-19.58	-3027.01	-1791.57	-0.10
Dead+Wind 60 deg - Service	131.68	19.52	-11.43	-1766.71	-3053.99	-3.38
Dead+Wind 90 deg - Service	131.68	22.97	-0.11	-7.17	-3574.30	-4.95
Dead+Wind 120 deg - Service	131.68	21.58	12.31	1872.41	-3286.52	1.75
Dead+Wind 150 deg - Service	131.68	11.37	19.64	3025.34	-1751.00	7.20
Dead+Wind 180 deg - Service	131.68	-0.09	22.28	3464.68	25.88	4.09
Dead+Wind 210 deg - Service	131.68	-11.27	19.35	3012.61	1767.76	0.08
Dead+Wind 240 deg - Service	131.68	-21.11	12.32	1889.82	3224.55	3.24
Dead+Wind 270 deg - Service	131.68	-22.78	0.11	37.35	3544.94	4.89
Dead+Wind 300 deg - Service	131.68	-19.58	-11.29	-1719.74	3050.50	-2.26
Dead+Wind 330 deg - Service	131.68	-11.25	-19.72	-3003.64	1734.80	-7.93

Solution Summary

Load Comb.	Sum of Applied Forces PX K	PY K	PZ K	Sum of Reactions PX K	PY K	PZ K	% Error
1	0.00	-131.68	0.00	0.00	131.68	-0.00	0.000%
2	1.38	-158.02	-142.40	-1.38	158.02	142.40	0.000%
3	1.38	-118.51	-142.40	-1.38	118.51	142.40	0.000%
4	66.51	-158.02	-113.77	-66.51	158.02	113.77	0.000%
5	66.51	-118.51	-113.77	-66.51	118.51	113.77	0.000%
6	113.41	-158.02	-66.42	-113.41	158.02	66.42	0.000%
7	113.41	-118.51	-66.42	-113.41	118.51	66.42	0.000%
8	133.50	-158.02	-0.65	-133.50	158.02	0.65	0.000%
9	133.50	-118.51	-0.65	-133.50	118.51	0.65	0.000%
10	125.75	-158.02	71.72	-125.75	158.02	-71.72	0.000%
11	125.75	-118.51	71.72	-125.75	118.51	-71.72	0.000%
12	66.08	-158.02	114.11	-66.08	158.02	-114.11	0.000%
13	66.08	-118.51	114.11	-66.08	118.51	-114.11	0.000%
14	-0.53	-158.02	129.41	0.53	158.02	-129.41	0.000%
15	-0.53	-118.51	129.41	0.53	118.51	-129.41	0.000%
16	-65.48	-158.02	112.41	65.48	158.02	-112.41	0.000%
17	-65.48	-118.51	112.41	65.48	118.51	-112.41	0.000%
18	-122.94	-158.02	71.76	122.94	158.02	-71.76	0.000%
19	-122.94	-118.51	71.76	122.94	118.51	-71.76	0.000%
20	-132.39	-158.02	0.69	132.39	158.02	-0.69	0.000%
21	-132.39	-118.51	0.69	132.39	118.51	-0.69	0.000%
22	-113.76	-158.02	-65.60	113.76	158.02	65.60	0.000%
23	-113.76	-118.51	-65.60	113.76	118.51	65.60	0.000%
24	-65.35	-158.02	-114.57	65.35	158.02	114.57	0.000%
25	-65.35	-118.51	-114.57	65.35	118.51	114.57	0.000%
26	0.23	-131.68	-24.45	-0.23	131.68	24.45	0.000%
27	11.44	-131.68	-19.58	-11.44	131.68	19.58	0.000%
28	19.52	-131.68	-11.43	-19.52	131.68	11.43	0.000%
29	22.97	-131.68	-0.11	-22.97	131.68	0.11	0.000%
30	21.58	-131.68	12.31	-21.58	131.68	-12.31	0.000%
31	11.37	-131.68	19.64	-11.37	131.68	-19.64	0.000%
32	-0.09	-131.68	22.28	0.09	131.68	-22.28	0.000%
33	-11.27	-131.68	19.35	11.27	131.68	-19.35	0.000%
34	-21.11	-131.68	12.32	21.11	131.68	-12.32	0.000%
35	-22.78	-131.68	0.11	22.78	131.68	-0.11	0.000%
36	-19.58	-131.68	-11.29	19.58	131.68	11.29	0.000%
37	-11.25	-131.68	-19.72	11.25	131.68	19.72	0.000%

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	300 - 280	8.080	34	0.3126	0.0351
T2	280 - 260	6.780	34	0.2965	0.0580
T3	260 - 240	5.587	30	0.2606	0.0615
T4	240 - 220	4.561	30	0.2209	0.0438
T5	220 - 200	3.669	30	0.1870	0.0294
T6	200 - 180	2.915	30	0.1530	0.0179
T7	180 - 160	2.288	30	0.1276	0.0119
T8	160 - 140	1.770	30	0.1050	0.0088
T9	140 - 120	1.344	30	0.0871	0.0073
T10	120 - 100	0.985	30	0.0711	0.0060
T11	100 - 80	0.691	30	0.0566	0.0045
T12	80 - 60	0.448	30	0.0434	0.0029
T13	60 - 40	0.259	30	0.0312	0.0020
T14	40 - 20	0.132	30	0.0200	0.0012
T15	20 - 0	0.037	30	0.0096	0.0005

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
315.00	3/4" x 6 ft lightning rod	34	8.080	0.3126	0.0351	79153
300.00	Beacon	34	8.080	0.3126	0.0351	79153
297.00	BMR12	34	7.882	0.3109	0.0390	79153
273.00	BMR12	34	6.344	0.2858	0.0621	36680
264.00	sabre C10857003C 12' sector frames (3)	30	5.810	0.2687	0.0629	29258
250.00	HX8-6W-6GF	30	5.056	0.2401	0.0537	30265
240.00	Sector Mount	30	4.561	0.2209	0.0438	34323
220.00	Microwave Networks MNIH6-6	30	3.669	0.1870	0.0294	32902
203.00	DB420	30	3.019	0.1576	0.0194	36388
152.00	Obstruction light	30	1.590	0.0974	0.0081	58757
142.00	14" x 14" x 3" Panel	30	1.383	0.0887	0.0074	73403
113.00	Microwave Networks MNIH6-6	30	0.875	0.0658	0.0055	78152
90.00	1" x 1.5' Omni	30	0.563	0.0499	0.0037	97312
51.00	Camera - 12" T x 8" W x 8" L	30	0.196	0.0260	0.0016	103197

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	300 - 280	46.311	11	1.7333	0.2949
T2	280 - 260	39.106	11	1.6446	0.3767
T3	260 - 240	32.417	11	1.4633	0.3762
T4	240 - 220	26.503	11	1.2609	0.2661
T5	220 - 200	21.341	11	1.0780	0.1784
T6	200 - 180	16.968	11	0.8871	0.1085
T7	180 - 160	13.324	11	0.7408	0.0717
T8	160 - 140	10.311	11	0.6106	0.0533
T9	140 - 120	7.833	11	0.5065	0.0440
T10	120 - 100	5.745	11	0.4136	0.0361
T11	100 - 80	4.027	11	0.3294	0.0273
T12	80 - 60	2.612	10	0.2531	0.0176
T13	60 - 40	1.513	10	0.1814	0.0118
T14	40 - 20	0.767	10	0.1167	0.0070
T15	20 - 0	0.218	11	0.0557	0.0029

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
315.00	3/4" x 6 ft lightning rod	11	46.311	1.7333	0.2949	16851
300.00	Beacon	11	46.311	1.7333	0.2949	16851
297.00	BMR12	11	45.217	1.7231	0.3092	16851
273.00	BMR12	11	36.686	1.5900	0.3900	7219
264.00	sabre C10857003C 12' sector frames (3)	11	33.696	1.5042	0.3867	5922
250.00	HX8-6W-6GF	11	29.363	1.3601	0.3266	5944
240.00	Sector Mount	11	26.503	1.2609	0.2661	6411
220.00	Microwave Networks MNIH6-6	11	21.341	1.0780	0.1784	5932
203.00	DB420	11	17.575	0.9136	0.1173	6389
152.00	Obstruction light	11	9.265	0.5662	0.0490	10137
142.00	14" x 14" x 3" Panel	11	8.062	0.5161	0.0448	12677
113.00	Microwave Networks MNIH6-6	11	5.104	0.3831	0.0331	13449
90.00	1" x 1.5' Omni	10	3.284	0.2906	0.0222	16713
51.00	Camera - 12" T x 8" W x 8" L	10	1.145	0.1516	0.0096	17697

Bolt Design Data

Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt K	Allowable Load per Bolt K	Ratio Load / Allowable	Allowable Ratio	Criteria
T1	300	Leg	A325N	1.0000	6	5.67	54.52	0.104 ✔	1	Bolt Tension
T2	280	Leg	A325N	1.1250	6	17.23	68.69	0.251 ✔	1	Bolt Tension
T3	260	Leg	A325N	1.1250	6	26.75	68.69	0.389 ✔	1	Bolt Tension
		Diagonal	A325X	0.5000	1	7.57	10.33	0.733 ✔	1	Member Block Shear
T4	240	Leg	A325N	1.1250	6	37.00	68.69	0.539 ✔	1	Bolt Tension
		Diagonal	A325X	0.6250	1	9.40	10.74	0.875 ✔	1	Member Block Shear
T5	220	Leg	A325N	1.2500	6	46.42	87.22	0.532 ✔	1	Bolt Tension
		Diagonal	A325X	0.7500	1	9.89	11.43	0.866 ✔	1	Member Block Shear
T6	200	Leg	A325N	1.2500	6	54.88	87.22	0.629 ✔	1	Bolt Tension
		Diagonal	A325X	0.7500	1	10.77	15.08	0.714 ✔	1	Member Block Shear
T7	180	Leg	A325N	1.5000	6	62.77	126.47	0.496 ✔	1	Bolt Tension
		Diagonal	A325X	0.8750	1	11.53	24.68	0.467 ✔	1	Member Block Shear
T8	160	Leg	A325N	1.5000	6	70.48	126.47	0.557 ✔	1	Bolt Tension
		Diagonal	A325X	1.0000	1	13.18	25.45	0.518 ✔	1	Gusset Bearing
T9	140	Leg	F1554-105	1.7500	6	78.22	178.07	0.439 ✔	1	Bolt Tension
		Diagonal	A325X	1.0000	1	14.73	33.93	0.434 ✔	1	Gusset Bearing
T10	120	Leg	F1554-105	1.7500	6	86.22	178.07	0.484 ✔	1	Bolt Tension
		Diagonal	A325X	1.1250	1	17.99	33.06	0.544 ✔	1	Gusset Bearing
T11	100	Leg	A325N	1.5000	10	56.72	126.47	0.449 ✔	1	Bolt Tension
		Diagonal	A325X	1.2500	1	20.29	32.19	0.630 ✔	1	Gusset Bearing
T12	80	Leg	A325N	1.5000	10	61.71	126.47	0.488 ✔	1	Bolt Tension
		Diagonal	A325X	1.0000	2	13.25	42.05	0.315 ✔	1	Member Block Shear
		Horizontal	A325X	0.8750	2	6.19	30.77	0.201 ✔	1	Member Block Shear
		Redund Horz 1 Bracing	A325N	0.7500	1	12.37	20.11	0.615 ✔	1	Member Block Shear
		Redund Diag 1 Bracing	A325N	0.6250	1	8.22	17.55	0.469 ✔	1	Member Bearing
		Redund Hip 1 Bracing	A325N	0.7500	1	0.11	10.05	0.010 ✔	1	Member Block Shear
T13	60	Leg	A325N	1.5000	10	66.54	126.47	0.526 ✔	1	Bolt Tension
		Diagonal	A325X	1.0000	2	13.69	42.05	0.326 ✔	1	Member Block Shear
		Horizontal	A325X	0.8750	2	6.75	30.77	0.219 ✔	1	Member Block Shear
		Redund Horz 1 Bracing	A325N	0.7500	1	13.49	20.11	0.671 ✔	1	Member Block Shear
		Redund Diag 1 Bracing	A325N	0.6250	1	8.68	17.55	0.495 ✔	1	Member Bearing
		Redund Hip 1 Bracing	A325N	0.7500	1	0.08	10.05	0.008 ✔	1	Member Block Shear
T14	40	Leg	A325N	1.5000	10	71.17	126.47	0.563 ✔	1	Bolt Tension
		Diagonal	A325X	1.0000	2	13.72	42.05	0.326 ✔	1	Member Block Shear

Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt K	Allowable Load per Bolt K	Ratio Load / Allowable	Allowable Ratio	Criteria
		Horizontal	A325X	0.8750	2	7.30	30.77	0.237 ✔	1	Member Block Shear
		Redund Horz 1 Bracing	A325N	0.7500	1	14.59	21.21	0.688 ✔	1	Member Bearing
		Redund Diag 1 Bracing	A325N	0.6250	1	9.14	17.55	0.521 ✔	1	Member Bearing
		Redund Hip 1 Bracing	A325N	0.7500	1	0.07	10.60	0.006 ✔	1	Member Bearing
T15	20	Diagonal	A325X	1.0000	2	13.77	44.81	0.307 ✔	1	Gusset Bearing
		Horizontal	A325X	0.8750	2	7.84	36.56	0.215 ✔	1	Member Block Shear
		Redund Horz 1 Bracing	A325N	0.7500	1	15.69	21.21	0.740 ✔	1	Member Bearing
		Redund Diag 1 Bracing	A325N	0.6250	1	9.59	17.55	0.547 ✔	1	Member Bearing
		Redund Hip 1 Bracing	A325N	0.7500	1	0.06	10.60	0.006 ✔	1	Member Bearing

Compression Checks

Leg Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	2" solid	20.00	3.28	78.8 K=1.00	3.1416	-32.84	89.83	0.366 [1] ✔
T2	280 - 260	2 3/4" solid	20.00	3.28	57.3 K=1.00	5.9396	-100.16	210.29	0.476 [1] ✔
T3	260 - 240	3 1/4" solid	20.03	4.76	70.3 K=1.00	8.2958	-163.59	260.18	0.629 [1] ✔
T4	240 - 220	3 1/2" solid	20.03	4.76	65.3 K=1.00	9.6211	-228.67	317.13	0.721 [1] ✔
T5	220 - 200	3 1/2" solid	20.03	4.76	65.3 K=1.00	9.6211	-289.25	317.13	0.912 [1] ✔
T6	200 - 180	4" solid	20.03	6.34	76.1 K=1.00	12.5664	-343.53	370.17	0.928 [1] ✔
T7	180 - 160	4 1/4" solid	20.03	6.34	71.6 K=1.00	14.1863	-398.28	438.60	0.908 [1] ✔
T8	160 - 140	4 3/4" solid	20.03	6.34	64.1 K=1.00	17.7205	-453.88	590.46	0.769 [1] ✔
T9	140 - 120	5" solid	20.03	6.34	60.9 K=1.00	19.6350	-511.07	673.70	0.759 [1] ✔
T10	120 - 100	5 1/4" solid	20.03	6.34	58.0 K=1.00	21.6475	-571.33	761.72	0.750 [1] ✔
T11	100 - 80	5 1/2" solid	20.03	6.34	55.4 K=1.00	23.7583	-635.25	854.46	0.743 [1] ✔
T12	80 - 60	5 3/4" solid	20.03	4.76	39.7 K=1.00	25.9672	-677.63	1041.22	0.651 [1] ✔
T13	60 - 40	6" solid	20.03	4.76	38.1 K=1.00	28.2743	-742.42	1144.45	0.649 [1] ✔
T14	40 - 20	6 1/4" solid	20.03	4.76	36.5 K=1.00	30.6796	-806.44	1252.17	0.644 [1] ✔

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T15	20 - 0	6 1/2" solid	20.03	4.76	35.1 K=1.00	33.183 1	-869.18	1364.36	0.637 [1] ✔

[1] P_u / ϕP_n controls

Diagonal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	7/8" solid	5.17	2.48	122.4 K=0.90	0.6013	-3.89	9.07	0.429 [1] ✔
T2	280 - 260	1" solid	5.17	2.44	107.1 K=0.91	0.7854	-10.30	15.28	0.674 [1] ✔
T3	260 - 240	L1 3/4x1 3/4x3/16	7.43	3.53	123.2 K=1.00	0.6211	-7.63	11.71	0.652 [1] ✔
T4	240 - 220	L2x2x3/16	9.06	4.33	131.9 K=1.00	0.7150	-8.95	11.76	0.761 [1] ✔
T5	220 - 200	L2 1/2x2 1/2x3/16	10.81	5.22	126.5 K=1.00	0.9020	-9.91	16.12	0.615 [1] ✔
T6	200 - 180	L3x3x3/16	13.25	6.44	129.6 K=1.00	1.0900	-10.80	18.57	0.582 [1] ✔
T7	180 - 160	L3 1/2x3 1/2x1/4	15.03	7.29	126.0 K=1.00	1.6900	-11.60	30.46	0.381 [1] ✔
T8	160 - 140	L4x4x3/8	16.87	8.16	124.3 K=1.00	2.8600	-13.20	52.98	0.249 [1] ✔
T9	140 - 120	L4x4x3/8	18.74	9.09	138.4 K=1.00	2.8600	-14.77	42.75	0.345 [1] ✔
T10	120 - 100	L5x5x3/8	20.63	9.99	121.1 K=1.00	3.6100	-17.96	70.45	0.255 [1] ✔
T11	100 - 80	L5x5x3/8	22.54	10.91	132.2 K=1.00	3.6100	-20.17	59.13	0.341 [1] ✔
T12	80 - 60	2L 4 x 4 x 1/4 (1/2)	15.29	14.27	102.0 K=1.00	3.8750	-29.48	87.40	0.337 [1] ✔
T13	60 - 40	2L 4 x 4 x 1/4 (1/2)	16.08	15.07	107.6 K=1.00	3.8750	-29.35	81.24	0.361 [1] ✔
T14	40 - 20	2L 4 x 4 x 1/4 (1/2)	16.90	15.88	110.5 K=1.00	3.8750	-30.18	77.83	0.388 [1] ✔
T15	20 - 0	2L 4 x 4 x 5/16 (1/2)	17.74	16.71	115.8 K=1.00	4.8047	-30.70	95.55	0.321 [1] ✔

[1] P_u / ϕP_n controls

Horizontal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 3 x 3 x 1/4 (1/2)	23.00	10.97	136.5 K=0.96	2.8750	-12.37	44.19	0.280 [1] ✔
T13	60 - 40	2L 3 x 3 x 1/4 (1/2)	25.00	11.96	146.2 K=0.95	2.8750	-13.49	38.51	0.350 [1] ✔

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T14	40 - 20	2L 3 x 3 x 1/4 (1/2)	27.00	12.95	155.9 K=0.93	2.8750	-14.59	33.85	0.431 [1] ✔
T15	20 - 0	2L 3.5 x 3.5 x 1/4 (1/2)	29.00	13.91	145.2 K=0.95	3.3750	-15.69	45.85	0.342 [1] ✔

[1] P_u / ϕP_n controls

Top Girt Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T1	300 - 280	3/4" solid	4.00	3.83	171.7 K=0.70	0.4418	-0.30	3.38	0.089 [1] ✔
T2	280 - 260	7/8" solid	4.00	3.77	144.8 K=0.70	0.6013	-1.94	6.48	0.299 [1] ✔

[1] P_u / ϕP_n controls

Bottom Girt Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T1	300 - 280	3/4" solid	4.00	3.83	171.7 K=0.70	0.4418	-0.63	3.38	0.187 [1] ✔
T2	280 - 260	7/8" solid	4.00	3.77	144.8 K=0.70	0.6013	-1.94	6.48	0.299 [1] ✔

[1] P_u / ϕP_n controls

Redundant Horizontal (1) Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	5.75	5.24	81.7 K=1.00	1.8047	-12.37	57.07	0.217 [1] ✔
T13	60 - 40	2L 'a' > 29.9860 in - 306 2L 2.5 x 2.5 x 3/16 (1/2)	6.25	5.73	89.3 K=1.00	1.8047	-13.49	52.77	0.256 [1] ✔
T14	40 - 20	2L 'a' > 32.7879 in - 357 2L 3 x 3 x 3/16 (1/2)	6.75	6.22	81.6 K=1.00	2.1797	-14.59	58.35	0.250 [1] ✔
T15	20 - 0	2L 'a' > 35.5297 in - 408 2L 3 x 3 x 3/16 (1/2) 2L 'a' > 38.3268 in - 459	7.25	6.71	88.1 K=1.00	2.1797	-15.69	55.89	0.281 [1] ✔

[1] P_u / ϕP_n controls

Redundant Diagonal (1) Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	7.64	7.09	110.5 K=1.00	1.8047	-8.22	38.51	0.214 [1] ✔
T13	60 - 40	2L 'a' > 40.5659 in - 333 2L 2.5 x 2.5 x 3/16 (1/2)	8.04	7.48	116.7 K=1.00	1.8047	-8.68	35.00	0.248 [1] ✔
T14	40 - 20	2L 'a' > 42.8281 in - 384 2L 3 x 3 x 3/16 (1/2)	8.45	7.89	103.5 K=1.00	2.1797	-9.14	47.98	0.190 [1] ✔
T15	20 - 0	2L 'a' > 45.0686 in - 435 2L 3 x 3 x 3/16 (1/2) 2L 'a' > 47.4289 in - 486	8.87	8.30	109.0 K=1.00	2.1797	-9.59	44.60	0.215 [1] ✔

[1] P_u / ϕP_n controls

Redundant Hip (1) Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	L 2.5 x 2.5 x 3/16	5.75	5.48	132.8 K=1.00	0.9020	-0.11	14.63	0.007 [1] ✔
T13	60 - 40	L 2.5 x 2.5 x 3/16	6.25	5.98	144.9 K=1.00	0.9020	-0.09	12.29	0.007 [1] ✔
T14	40 - 20	L 3 x 3 x 3/16	6.75	6.48	130.5 K=1.00	1.0900	-0.07	18.33	0.004 [1] ✔
T15	20 - 0	L 3 x 3 x 3/16	7.25	6.98	140.5 K=1.00	1.0900	-0.07	15.80	0.005 [1] ✔

[1] P_u / ϕP_n controls

Inner Bracing Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	11.50	11.50	177.3 K=1.00	1.8047	-0.09	16.43	0.005 [1] ✔
T13	60 - 40	2L 2.5 x 2.5 x 3/16 (1/2)	12.50	12.50	192.7 K=1.00	1.8047	-0.07	13.90	0.005 [1] ✔
T14	40 - 20	2L 3 x 3 x 3/16 (1/2)	13.50	13.50	172.5 K=1.00	2.1797	-0.06	20.98	0.003 [1] ✔
T15	20 - 0	2L 3 x 3 x 3/16 (1/2)	14.50	14.50	185.2 K=1.00	2.1797	-0.06	18.18	0.004 [1] ✔

[1] P_u / ϕP_n controls

Tension Checks

Leg Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	2" solid	20.00	0.16	3.8	3.1416	34.05	141.37	0.241 [1] ✔
T2	280 - 260	2 3/4" solid	20.00	0.16	2.7	5.9396	103.38	267.28	0.387 [1] ✔
T3	260 - 240	3 1/4" solid	20.03	0.50	7.4	8.2958	160.52	373.31	0.430 [1] ✔
T4	240 - 220	3 1/2" solid	20.03	0.50	6.9	9.6211	222.01	432.95	0.513 [1] ✔
T5	220 - 200	3 1/2" solid	20.03	0.50	6.9	9.6211	278.53	432.95	0.643 [1] ✔
T6	200 - 180	4" solid	20.03	0.50	6.0	12.5664	329.28	565.49	0.582 [1] ✔
T7	180 - 160	4 1/4" solid	20.03	0.50	5.7	14.1863	376.60	638.38	0.590 [1] ✔
T8	160 - 140	4 3/4" solid	20.03	0.50	5.1	17.7205	422.86	797.42	0.530 [1] ✔
T9	140 - 120	5" solid	20.03	0.50	4.8	19.6350	469.30	883.57	0.531 [1] ✔
T10	120 - 100	5 1/4" solid	20.03	0.50	4.6	21.6475	517.34	974.14	0.531 [1] ✔
T11	100 - 80	5 1/2" solid	20.03	0.50	4.4	23.7583	567.24	1069.12	0.531 [1] ✔
T12	80 - 60	5 3/4" solid	20.03	0.50	4.2	25.9672	617.07	1168.53	0.528 [1] ✔
T13	60 - 40	6" solid	20.03	0.50	4.0	28.2743	665.37	1272.35	0.523 [1] ✔
T14	40 - 20	6 1/4" solid	20.03	0.50	3.8	30.6796	711.74	1380.58	0.516 [1] ✔
T15	20 - 0	6 1/2" solid	20.03	0.50	3.7	33.1831	756.22	1493.24	0.506 [1] ✔

[1] P_u / ϕP_n controls

Diagonal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	7/8" solid	5.17	2.48	136.0	0.6013	3.86	27.06	0.142 [1] ✔
T2	280 - 260	1" solid	5.17	2.44	117.1	0.7854	10.20	35.34	0.289 [1] ✔
T3	260 - 240	L1 3/4x1 3/4x3/16	7.43	3.53	82.5	0.3779	7.57	18.42	0.411 [1] ✔
T4	240 - 220	L2x2x3/16	7.88	3.75	76.2	0.4308	9.40	21.00	0.448 [1] ✔

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T5	220 - 200	L2 1/2x2 1/2x3/16	10.81	5.22	82.9	0.5535	9.89	26.98	0.367 [1] ✔
T6	200 - 180	L3x3x3/16	13.25	6.44	84.5	0.6945	10.77	33.85	0.318 [1] ✔
T7	180 - 160	L3 1/2x3 1/2x1/4	15.03	7.29	82.5	1.0800	11.53	52.65	0.219 [1] ✔
T8	160 - 140	L4x4x3/8	16.87	8.16	81.9	1.8286	13.18	89.14	0.148 [1] ✔
T9	140 - 120	L4x4x3/8	18.74	9.09	90.9	1.8286	14.73	89.14	0.165 [1] ✔
T10	120 - 100	L5x5x3/8	20.63	9.99	78.9	2.3559	17.99	114.85	0.157 [1] ✔
T11	100 - 80	L5x5x3/8	22.54	10.91	86.1	2.3208	20.29	113.14	0.179 [1] ✔
T12	80 - 60	2L 4 x 4 x 1/4 (1/2)	15.29	14.27	97.9	2.4844	26.49	121.11	0.219 [1] ✔
T13	60 - 40	2L 4 x 4 x 1/4 (1/2)	16.08	15.07	103.1	2.4844	27.38	121.11	0.226 [1] ✔
T14	40 - 20	2L 4 x 4 x 1/4 (1/2)	16.90	15.88	108.4	2.4844	27.43	121.11	0.227 [1] ✔
T15	20 - 0	2L 4 x 4 x 5/16 (1/2)	17.74	16.71	113.2	3.0762	27.54	149.96	0.184 [1] ✔

[1] P_u / ϕP_n controls

Horizontal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 3 x 3 x 1/4 (1/2)	23.00	10.97	145.2	1.7813	12.37	86.84	0.142 [1] ✔
T13	60 - 40	2L 3 x 3 x 1/4 (1/2)	25.00	11.96	158.0	1.7813	13.49	86.84	0.155 [1] ✔
T14	40 - 20	2L 3 x 3 x 1/4 (1/2)	27.00	12.95	170.8	1.7813	14.59	86.84	0.168 [1] ✔
T15	20 - 0	2L 3.5 x 3.5 x 1/4 (1/2)	29.00	13.91	156.5	2.1563	15.69	105.12	0.149 [1] ✔

[1] P_u / ϕP_n controls

Top Girt Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	3/4" solid	4.00	3.83	245.3	0.4418	0.28	19.88	0.014 [1] ✔
T2	280 - 260	7/8" solid	4.00	3.77	206.9	0.6013	1.94	27.06	0.072 [1] ✔

[1] P_u / ϕP_n controls

Bottom Girt Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	300 - 280	3/4" solid	4.00	3.83	245.3	0.4418	0.63	19.88	0.032 [1] ✔
T2	280 - 260	7/8" solid	4.00	3.77	206.9	0.6013	1.94	27.06	0.072 [1] ✔

[1] P_u / ϕP_n controls

Redundant Horizontal (1) Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	5.75	5.24	85.0	1.1074	12.37	53.99	0.229 [1] ✔
T13	60 - 40	2L 'a' > 29.9860 in - 310 2L 2.5 x 2.5 x 3/16 (1/2)	6.25	5.73	92.5	1.1074	13.49	53.99	0.250 [1] ✔
T14	40 - 20	2L 'a' > 32.7879 in - 357 2L 3 x 3 x 3/16 (1/2)	6.75	6.22	82.9	1.3887	14.59	67.70	0.216 [1] ✔
T15	20 - 0	2L 'a' > 35.5297 in - 408 2L 3 x 3 x 3/16 (1/2) 2L 'a' > 38.3268 in - 459	7.25	6.71	89.2	1.3887	15.69	67.70	0.232 [1] ✔

[1] P_u / ϕP_n controls

Redundant Diagonal (1) Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	7.64	7.09	113.0	1.1426	8.22	55.70	0.148 [1] ✔
T13	60 - 40	2L 'a' > 40.5659 in - 336 2L 2.5 x 2.5 x 3/16 (1/2)	8.04	7.48	119.1	1.1426	8.68	55.70	0.156 [1] ✔
T14	40 - 20	2L 'a' > 42.8281 in - 387 2L 3 x 3 x 3/16 (1/2)	8.45	7.89	103.8	1.4238	9.14	69.41	0.132 [1] ✔
T15	20 - 0	2L 'a' > 45.0686 in - 435 2L 3 x 3 x 3/16 (1/2) 2L 'a' > 47.4289 in - 486	8.87	8.30	109.1	1.4238	9.59	69.41	0.138 [1] ✔

[1] P_u / ϕP_n controls

Redundant Hip (1) Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	L 2.5 x 2.5 x 3/16	5.75	5.48	88.7	0.5535	0.11	26.98	0.004 [1] ✔
T13	60 - 40	L 2.5 x 2.5 x 3/16	6.25	5.98	96.4	0.5535	0.08	26.98	0.003 [1] ✔
T14	40 - 20	L 3 x 3 x 3/16	6.75	6.48	86.3	0.6945	0.07	33.85	0.002 [1] ✔
T15	20 - 0	L 3 x 3 x 3/16	7.25	6.98	92.7	0.6945	0.06	33.85	0.002 [1] ✔

[1] P_u / ϕP_n controls

Inner Bracing Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	80 - 60	2L 2.5 x 2.5 x 3/16 (1/2)	11.50	11.50	177.3	1.8047	0.06	81.21	0.001 [1] ✔
T13	60 - 40	2L 2.5 x 2.5 x 3/16 (1/2)	12.50	12.50	192.7	1.8047	0.05	81.21	0.001 [1] ✔
T14	40 - 20	2L 3 x 3 x 3/16 (1/2)	13.50	13.50	172.5	2.1797	0.03	98.09	0.000 [1] ✔
T15	20 - 0	2L 3 x 3 x 3/16 (1/2)	14.50	14.50	185.2	2.1797	0.03	98.09	0.000 [1] ✔

[1] P_u / ϕP_n controls

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
T1	300 - 280	Leg	2" solid	2	-32.84	89.83	36.6	Pass
T2	280 - 260	Leg	2 3/4" solid	46	-100.16	210.29	47.6	Pass
T3	260 - 240	Leg	3 1/4" solid	91	-163.59	260.18	62.9	Pass
T4	240 - 220	Leg	3 1/2" solid	118	-228.67	317.13	72.1	Pass
T5	220 - 200	Leg	3 1/2" solid	146	-289.25	317.13	91.2	Pass
T6	200 - 180	Leg	4" solid	173	-343.53	370.17	92.8	Pass
T7	180 - 160	Leg	4 1/4" solid	194	-398.28	438.60	90.8	Pass
T8	160 - 140	Leg	4 3/4" solid	215	-453.88	590.46	76.9	Pass
T9	140 - 120	Leg	5" solid	236	-511.07	673.70	75.9	Pass
T10	120 - 100	Leg	5 1/4" solid	257	-571.33	761.72	75.0	Pass
T11	100 - 80	Leg	5 1/2" solid	278	-635.25	854.46	74.3	Pass
T12	80 - 60	Leg	5 3/4" solid	299	-677.63	1041.22	65.1	Pass
T13	60 - 40	Leg	6" solid	350	-742.42	1144.45	64.9	Pass
T14	40 - 20	Leg	6 1/4" solid	401	-806.44	1252.17	64.4	Pass
T15	20 - 0	Leg	6 1/2" solid	452	-869.18	1364.36	63.7	Pass
T1	300 - 280	Diagonal	7/8" solid	12	-3.89	9.07	42.9	Pass
T2	280 - 260	Diagonal	1" solid	59	-10.30	15.28	67.4	Pass
T3	260 - 240	Diagonal	L1 3/4x1 3/4x3/16	98	-7.63	11.71	65.2 73.3 (b)	Pass
T4	240 - 220	Diagonal	L2x2x3/16	126	-8.95	11.76	76.1 87.5 (b)	Pass
T5	220 - 200	Diagonal	L2 1/2x2 1/2x3/16	149	-9.91	16.12	61.5	Pass

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
							86.6 (b)	
T6	200 - 180	Diagonal	L3x3x3/16	176	-10.80	18.57	58.2	Pass
							71.4 (b)	
T7	180 - 160	Diagonal	L3 1/2x3 1/2x1/4	197	-11.60	30.46	38.1	Pass
							46.7 (b)	
T8	160 - 140	Diagonal	L4x4x3/8	218	-13.20	52.98	24.9	Pass
							51.8 (b)	
T9	140 - 120	Diagonal	L4x4x3/8	239	-14.77	42.75	34.5	Pass
							43.4 (b)	
T10	120 - 100	Diagonal	L5x5x3/8	263	-17.96	70.45	25.5	Pass
							54.4 (b)	
T11	100 - 80	Diagonal	L5x5x3/8	284	-20.17	59.13	34.1	Pass
							63.0 (b)	
T12	80 - 60	Diagonal	2L 4 x 4 x 1/4 (1/2)	317	-29.48	87.40	33.7	Pass
T13	60 - 40	Diagonal	2L 4 x 4 x 1/4 (1/2)	368	-29.35	81.24	36.1	Pass
T14	40 - 20	Diagonal	2L 4 x 4 x 1/4 (1/2)	419	-30.18	77.83	38.8	Pass
T15	20 - 0	Diagonal	2L 4 x 4 x 5/16 (1/2)	470	-30.70	95.55	32.1	Pass
T12	80 - 60	Horizontal	2L 3 x 3 x 1/4 (1/2)	301	-12.37	44.19	28.0	Pass
T13	60 - 40	Horizontal	2L 3 x 3 x 1/4 (1/2)	352	-13.49	38.51	35.0	Pass
T14	40 - 20	Horizontal	2L 3 x 3 x 1/4 (1/2)	403	-14.59	33.85	43.1	Pass
T15	20 - 0	Horizontal	2L 3.5 x 3.5 x 1/4 (1/2)	454	-15.69	45.85	34.2	Pass
T1	300 - 280	Top Girt	3/4" solid	5	-0.30	3.38	8.9	Pass
T2	280 - 260	Top Girt	7/8" solid	51	-1.94	6.48	29.9	Pass
T1	300 - 280	Bottom Girt	3/4" solid	7	-0.63	3.38	18.7	Pass
T2	280 - 260	Bottom Girt	7/8" solid	54	-1.94	6.48	29.9	Pass
T12	80 - 60	Redund Horz 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	335	12.37	53.99	22.9	Pass
							61.5 (b)	
T13	60 - 40	Redund Horz 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	357	-13.49	52.77	25.6	Pass
							67.1 (b)	
T14	40 - 20	Redund Horz 1 Bracing	2L 3 x 3 x 3/16 (1/2)	408	-14.59	58.35	25.0	Pass
							68.8 (b)	
T15	20 - 0	Redund Horz 1 Bracing	2L 3 x 3 x 3/16 (1/2)	463	-15.69	55.89	28.1	Pass
							74.0 (b)	
T12	80 - 60	Redund Diag 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	333	-8.22	38.51	21.4	Pass
							46.9 (b)	
T13	60 - 40	Redund Diag 1 Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	384	-8.68	35.00	24.8	Pass
							49.5 (b)	
T14	40 - 20	Redund Diag 1 Bracing	2L 3 x 3 x 3/16 (1/2)	438	-9.14	47.98	19.0	Pass
							52.1 (b)	
T15	20 - 0	Redund Diag 1 Bracing	2L 3 x 3 x 3/16 (1/2)	486	-9.59	44.60	21.5	Pass
							54.7 (b)	
T12	80 - 60	Redund Hip 1 Bracing	L 2.5 x 2.5 x 3/16	348	-0.11	14.63	0.7	Pass
							1.0 (b)	
T13	60 - 40	Redund Hip 1 Bracing	L 2.5 x 2.5 x 3/16	399	-0.09	12.29	0.7	Pass
							0.8 (b)	
T14	40 - 20	Redund Hip 1 Bracing	L 3 x 3 x 3/16	450	-0.07	18.33	0.4	Pass
							0.6 (b)	
T15	20 - 0	Redund Hip 1 Bracing	L 3 x 3 x 3/16	501	-0.07	15.80	0.5	Pass
							0.6 (b)	
T12	80 - 60	Inner Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	325	-0.09	16.43	0.5	Pass
T13	60 - 40	Inner Bracing	2L 2.5 x 2.5 x 3/16 (1/2)	376	-0.07	13.90	0.5	Pass
T14	40 - 20	Inner Bracing	2L 3 x 3 x 3/16 (1/2)	427	-0.06	20.98	0.3	Pass
T15	20 - 0	Inner Bracing	2L 3 x 3 x 3/16 (1/2)	478	-0.06	18.18	0.4	Pass
							Summary	
						Leg (T6)	92.8	Pass
						Diagonal (T4)	87.5	Pass
						Horizontal (T14)	43.1	Pass
						Top Girt (T2)	29.9	Pass
						Bottom Girt (T2)	29.9	Pass
						Redund Horz 1 Bracing (T15)	74.0	Pass
						Redund Diag 1	54.7	Pass

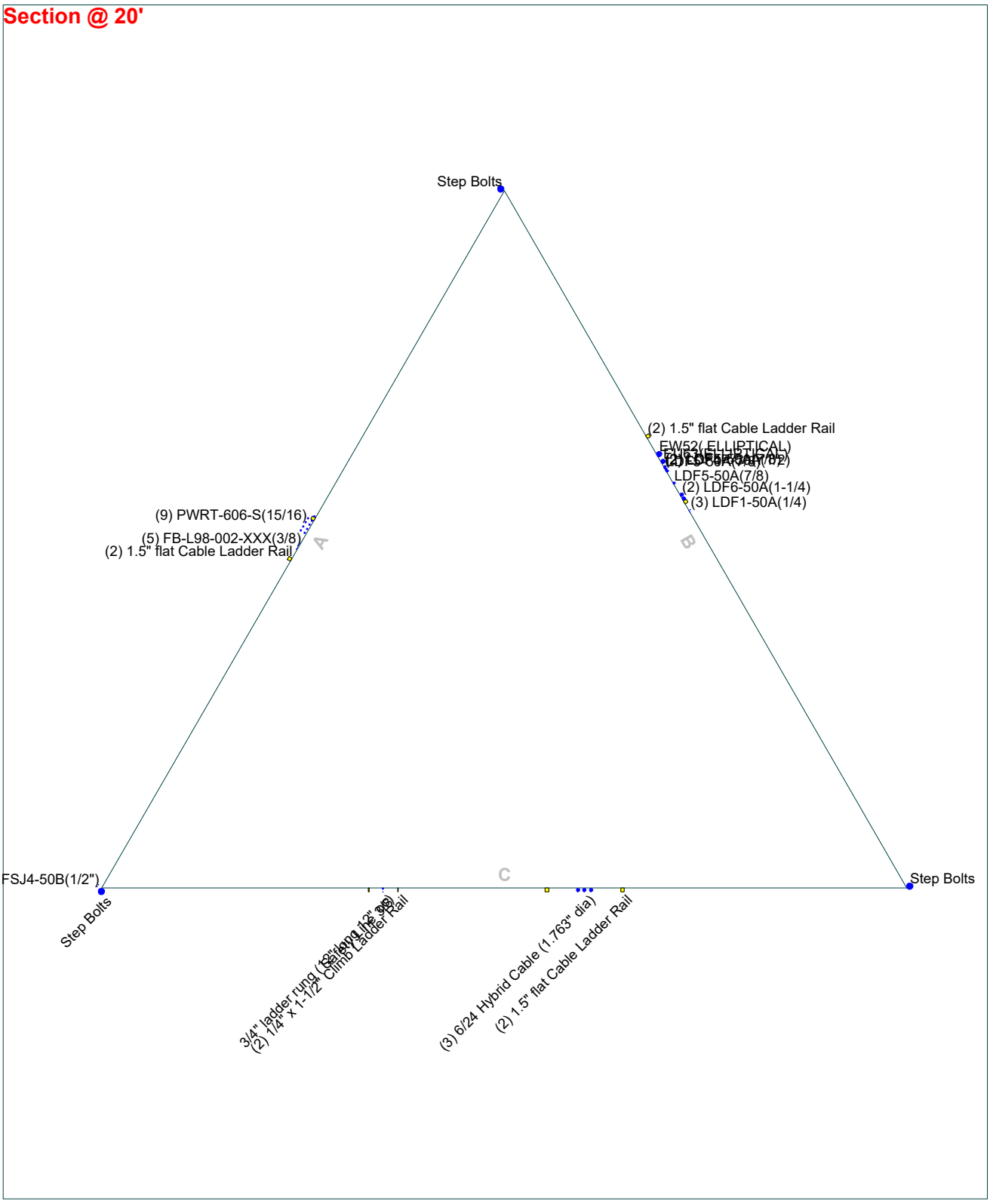
Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
						Bracing (T15) Redund Hip 1	1.0	Pass
						Bracing (T12) Inner	0.5	Pass
						Bracing (T12) Bolt Checks	87.5	Pass
						RATING =	**92.8**	**Pass**

APPENDIX B

BASE LEVEL DRAWING

Feed Line Plan
20'

Round Flat App In Face App Out Face



Paul J. Ford and Company
250 East Broad St., Suite 600
Columbus, OH 43215
Phone: (614) 221-6679
FAX:

Job:	***300-ft SST, Seminole County, FL***		
Project:	***Landfill (PJF 80624-0036.001.8700)***		
Client: Smartlink		Drawn by: csandlin	App'd:
Code: TIA-222-H		Date: 04/02/25	NTS
Path: G:\TOWER\806_SmartLink\2024\80624-0036_Landfill_A2E1621A\80624-0036.001.8700_SA\tnx\80624-0036			E-7

APPENDIX C

ADDITIONAL CALCULATIONS

PAUL J. FORD & COMPANY
250 E Broad St, Ste 600 • Columbus, OH 43215
Phone 614.221.6679 www.pauljford.com

By CRS Date 4/3/2025
Project # 80624-0036.001.8700

Self-Support Tower Anchor Rod Capacity - TIA-H

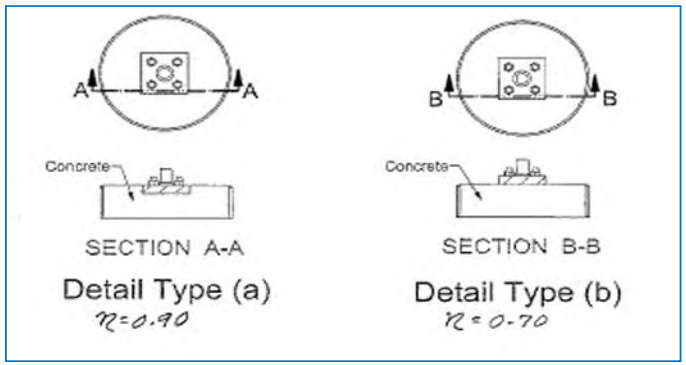
Loads

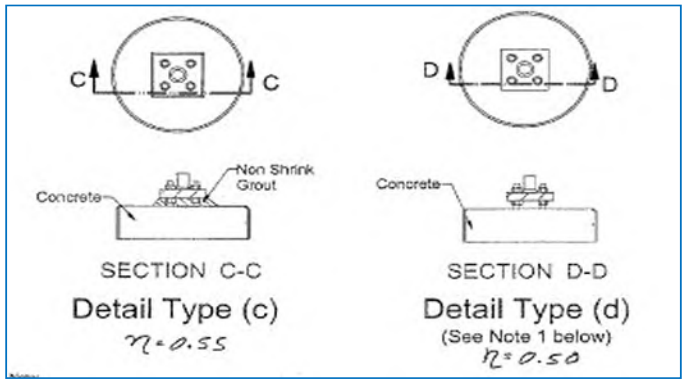
Compression :	901	kips	Tension :	753	kips
Comp. Shear :	90	kips	Ten.Shear :	75	kips

Code: TIA-H
Maximum Ratio: 1.00
Grout f'c ≥ 5000 psi:

Existing Anchor Rods

Anchor Rod ø :	1 3/4	in	l_{ar} :	1.75	inches		
Anchor Rod Quantity :	10		Comp. M_u :	102.38	k-in	Ten. M_u :	85.31 k-in
Anchor Rod Grade :	F1554 Gr. 105		ϕ_c :	0.90			
F_y :	105	ksi	ϕ_v :	0.75			
F_u :	125	ksi	ϕ_f :	0.90			
Threads per Inch	5		$\phi_v R_{nv}$:	1127.48	kips		
Net Tensile Area	1.90	in^2	$\phi_f R_{nm}$:			KL/r :	
ϕ_t :	0.75		$\phi_f M_n$:	795.55	k-in	F_e :	
$\phi_t R_{nt}$:	1780.74	kip	$\phi_c R_{nc}$:	2272.99	kips	F_{cr} :	
Anchor Rod Ratio :	0.423		$\phi_c R_{nvc}$:	1022.85	kips	$\phi_c R_{nb}$:	





SST Unit Base Foundation

80624-0036.001	
Landfill	

TIA-222 Revision: H

Top & Bot. Pad Rein. Different?:	☐
Tower Centroid Offset?:	☐
Block Foundation?:	☐
Rectangular Pad?:	☐

Superstructure Analysis Reactions

Global Moment, **M**:	22037	ft-kips
Global Axial, **P**:	158.02	kips
Global Shear, **V**:	144.76	kips
Leg Compression, $\mathbf{P_{comp}}$:	900.84	kips
Leg Comp. Shear, $\mathbf{V_{u_comp}}$:	90.04	kips
Leg Uplift, $\mathbf{P_{uplift}}$:	753.09	kips
Leg Uplift. Shear, $\mathbf{V_{u_uplift}}$:	74.9	kips
Tower Height, **H**:	300	ft
Base Face Width, **BW**:	30	ft
BP Dist. Above Fdn, $\mathbf{bp_{dist}}$:	3.5	in

Foundation Analysis Checks

	Capacity	Demand	Rating	Check
Lateral (Sliding) (kips)	750.12	144.76	**19.3%**	**Pass**
Bearing Pressure (ksf)	5.13	2.35	**45.8%**	**Pass**
*Overturning (kip*ft)*	37657.90	23309.68	**61.9%**	**Pass**
*Pier Flexure (Comp.) (kip*ft)*	3859.38	495.22	**12.8%**	**Pass**
*Pier Flexure (Tension) (kip*ft)*	1347.77	411.95	**30.6%**	**Pass**
Pier Compression (kip)	12497.26	920.28	**7.4%**	**Pass**
*Pad Flexure (kip*ft)*	11217.80	5090.05	**45.4%**	**Pass**
Pad Shear - 1-way (kips)	1610.66	578.69	**35.9%**	**Pass**
Pad Shear - Comp 2-way (ksi)	0.190	0.107	**56.5%**	**Pass**
*Flexural 2-way (Comp) (kip*ft)*	6891.00	297.13	**4.3%**	**Pass**
Pad Shear - Tension 2-way (ksi)	0.190	0.093	**49.2%**	**Pass**
*Flexural 2-way (Tension) (kip*ft)*	6891.00	247.17	**3.6%**	**Pass**

Structural Rating:	**56.5%**
Soil Rating:	**61.9%**

Pier Properties

Pier Shape:	Circular	
Pier Diameter, **dpier**:	5.0	ft
Ext. Above Grade, **E**:	0.50	ft
Pier Rebar Size, **Sc**:	10	
Pier Rebar Quantity, **mc**:	19	
Pier Tie/Spiral Size, **St**:	5	
Pier Tie/Spiral Quantity, **mt**:	6	
Pier Reinforcement Type:	Tie	
Pier Clear Cover, $\mathbf{cc_{pier}}$:	3	in

Pad Properties

Depth, **D**:	8.00	ft
Pad Width, $\mathbf{W_1}$:	45.50	ft
Pad Thickness, **T**:	3.00	ft
Pad Rebar Size (Bottom dir. 2), $\mathbf{Sp_2}$:	10	
Pad Rebar Quantity (Bottom dir. 2), $\mathbf{mp_2}$:	66	
Pad Clear Cover, $\mathbf{cc_{pad}}$:	3	in

Material Properties

Rebar Grade, **Fy**:	60	ksi
Concrete Compressive Strength, **F'c**:	4	ksi
Dry Concrete Density, δ**c**:	150	pcf

Soil Properties

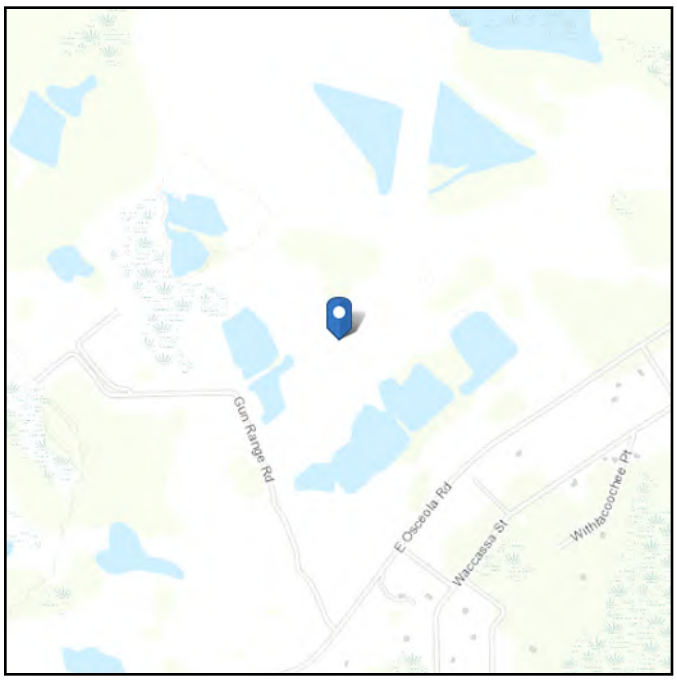
Total Soil Unit Weight, γ:	105	pcf
Ultimate Net Bearing, Qnet:	6.000	ksf
Cohesion, **Cu**:		ksf
Friction Angle, φ:	30	degrees
SPT Blow Count, $\mathbf{N_{blows}}$:	24	
Base Friction, μ:	0.35	
Neglected Depth, **N**:	3.0	ft
Foundation Bearing on Rock?	No	
Groundwater Depth, **gw**:	10	ft

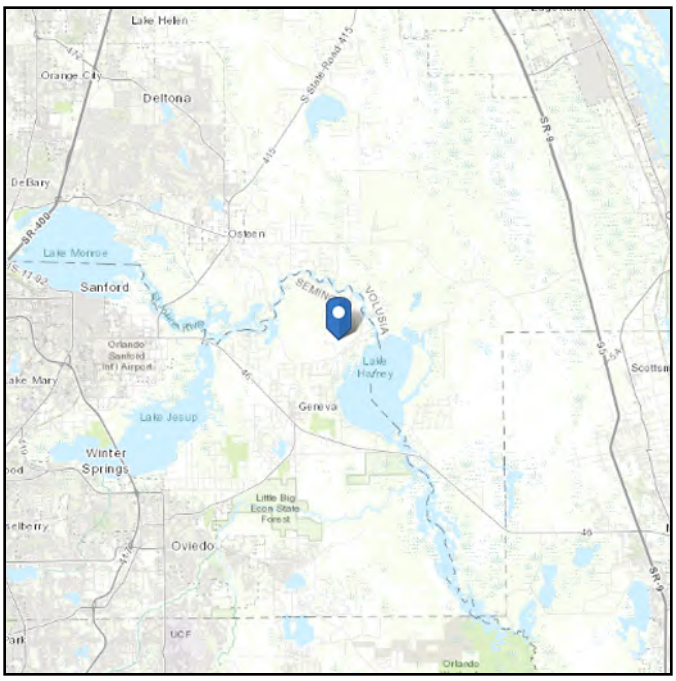
<-- Toggle between Gross and Net

ASCE Hazards Report

Address:
No Address at This Location

Standard:	ASCE/SEI 7-22	**Latitude:**	28.7851
Risk Category:	III	**Longitude:**	-81.0845
Soil Class:	D - Stiff Soil	**Elevation:**	22.51776725928244 ft (NAVD 88)





Wind

Results:

Wind Speed	147 Vmph
10-year MRI	80 Vmph
25-year MRI	94 Vmph
50-year MRI	105 Vmph
100-year MRI	114 Vmph
300-year MRI	128 Vmph
700-year MRI	137 Vmph
1,700-year MRI	147 Vmph
3,000-year MRI	152 Vmph
10,000-year MRI	161 Vmph
100,000-year MRI	182 Vmph
1,000,000-year MRI	200 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1C and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Wed Feb 26 2025

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 3% probability of exceedance in 50 years (annual exceedance probability = 0.000588, MRI = 1,700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

Site is in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2. Glazed openings shall be protected against wind-borne debris as specified in Section 26.12.3.

Seismic

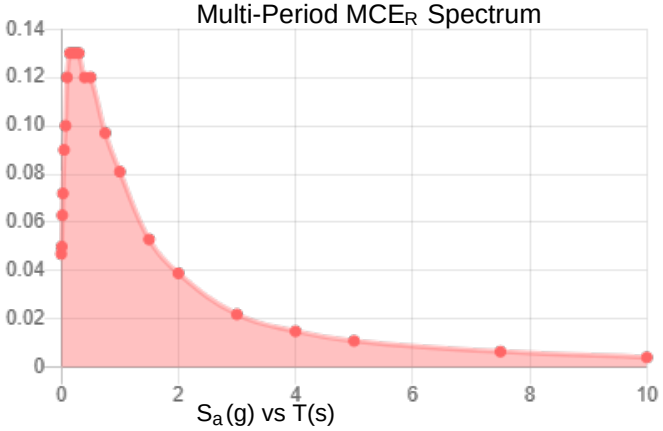
Site Soil Class: D - Stiff Soil

Results:

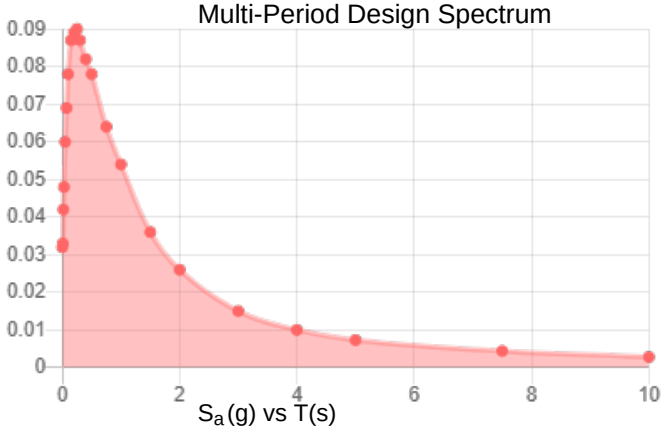
PGA_M :	0.043	T_L :	8
S_{MS} :	0.12	S_S :	0.091
S_{M1} :	0.081	S_1 :	0.038
S_{DS} :	0.081	V_{S30} :	260
S_{D1} :	0.054		

Seismic Design Category: A

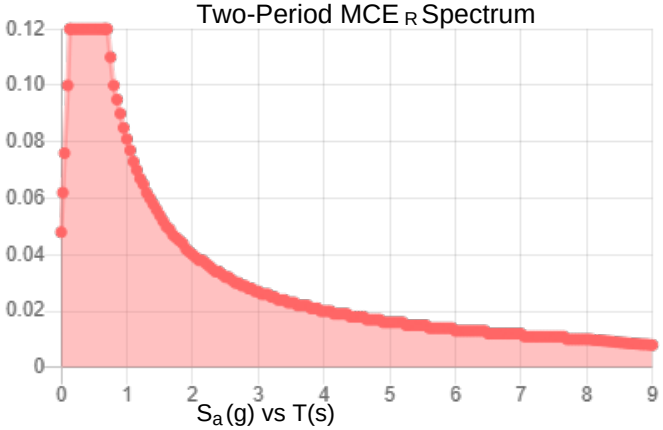
Multi-Period MCE_R Spectrum



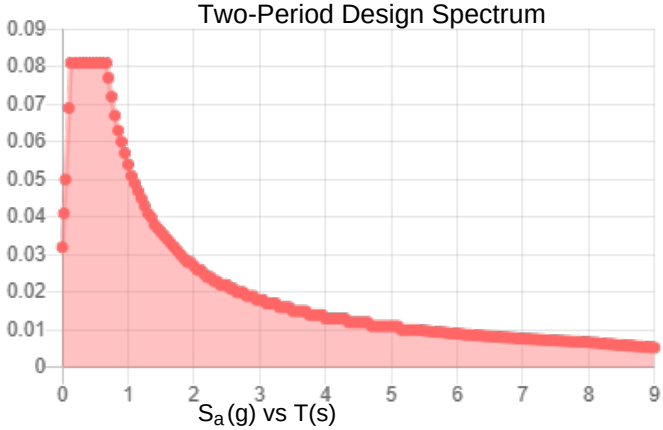
Multi-Period Design Spectrum



Two-Period MCE_R Spectrum



Two-Period Design Spectrum



MCE_R Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Data Accessed: Wed Feb 26 2025

Date Source:
USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.

Ice

Results:

Ice Thickness:	N/A
Concurrent Temperature:	N/A
3-s Gust Speed	N/A
Data Source:	Standard ASCE/SEI 7-22, Figs. 10-2 through 10-8
Date Accessed:	Wed Feb 26 2025

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain for 250, 500, 1,000, and 1,400-year mean recurrence intervals along with concurrent 3-s gust speeds and concurrent air temperatures. The shading indicates special icing regions, with elevations above 2,100 ft (640 m) in the east, 6,000 ft (1829 m) in the west, and 1,600 ft (488 m) in Alaska, with sparse weather station data for determining design ice loads. In these regions, as well as in regions with complex terrain causing unusual icing conditions and regions where snow or in-cloud icing results in larger loads, the mapped values should be adjusted based on a combination of local historical records and experience, reanalysis data, and numerical weather prediction systems.

Tornado

Results:

	RC = III (MRI = 1,700 years)	MRI = 10,000 years	MRI = 100,000 years	MRI = 1,000,000 years	MRI = 10,000,000 years
Effective Plan Area (ft^2)	Tornado Speed (mph)	Tornado Speed (mph)	Tornado Speed (mph)	Tornado Speed (mph)	Tornado Speed (mph)
A_e = 1	V_T = 50	V_T = 91	V_T = 132	V_T = 168	V_T = 203
A_e = 2,000	V_T = 50	V_T = 94	V_T = 135	V_T = 170	V_T = 205
A_e = 10,000	V_T = 50	V_T = 97	V_T = 139	V_T = 173	V_T = 207
A_e = 40,000	V_T = 50	V_T = 102	V_T = 144	V_T = 178	V_T = 212
A_e = 100,000	V_T = 50	V_T = 106	V_T = 150	V_T = 182	V_T = 216

Data Source:	**ASCE Tornado Geodatabase**
Date Accessed:	**Wed Feb 26 2025**

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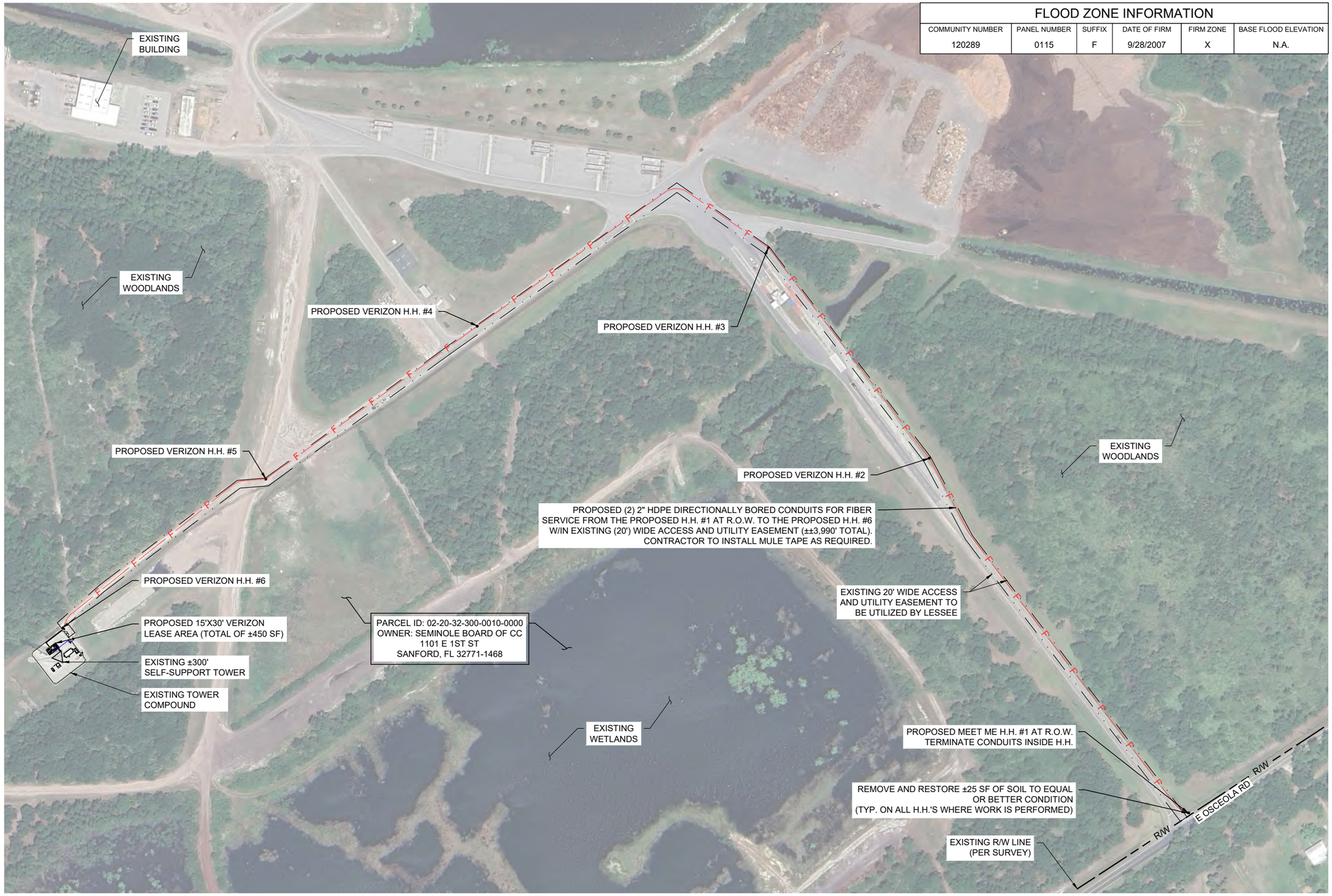
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Exhibit C
Property Site Plan and Elevation Drawings

[See attached three (3) pages.]

FLOOD ZONE INFORMATION					
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120289	0115	F	9/28/2007	X	N.A.



GRAPHIC SCALE

0' 125' 250'

(SCALE IN FEET)
11x17 SCALE: 1"=250'

OVERALL SITE PLAN WITH AERIAL

PREPARED BY

CBVR
TELECOM DESIGN GROUP

6505 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-0026
FL CA # 31014

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PROFESSIONAL SEAL

MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER

11/17/2025

PREPARED FOR

verizon

7701 E. TELECOM PKWY
TEMPLE TERRACE, FLORIDA 33637

PROJECT INFORMATION

5000924952
GENEVA LAKES HARNEY SGF
1930 E OSCEOLA ROAD
GENEVA FL, 32732

CBVR PROJECT #: VZW.295.25

ISSUED DATES

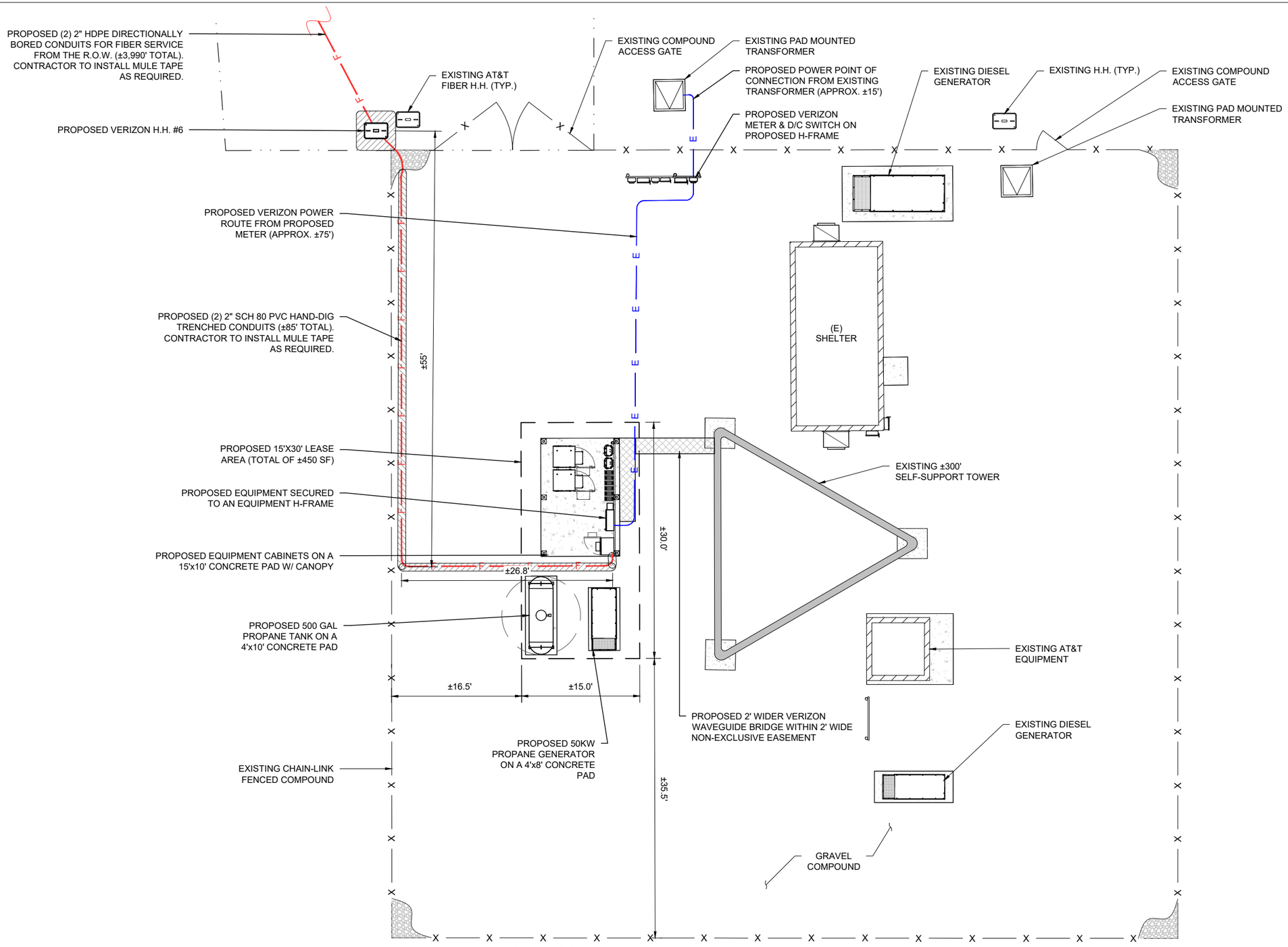
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1	FOR PERMIT / CONSTRUCTION	12.08.25

SHEET NAME

OVERALL SITE PLAN WITH AERIAL

SHEET NUMBER

C-1



GRAPHIC SCALE

0' 6.5' 13'

(SCALE IN FEET)
11x17 SCALE: 1"=13'

ENLARGED COMPOUND PLAN

PREPARED BY

CBVR
TELECOM DESIGN GROUP
6505 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-0026
FL CA # 31014

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MARIA VICTORIA MARTIN
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No. 72397
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11/17/2025

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verizon

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TEMPLE TERRACE, FLORIDA 33637

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1930 E OSCEOLA ROAD
GENEVA FL, 32732

CBVR PROJECT #: VZW.295.25

ISSUED DATES

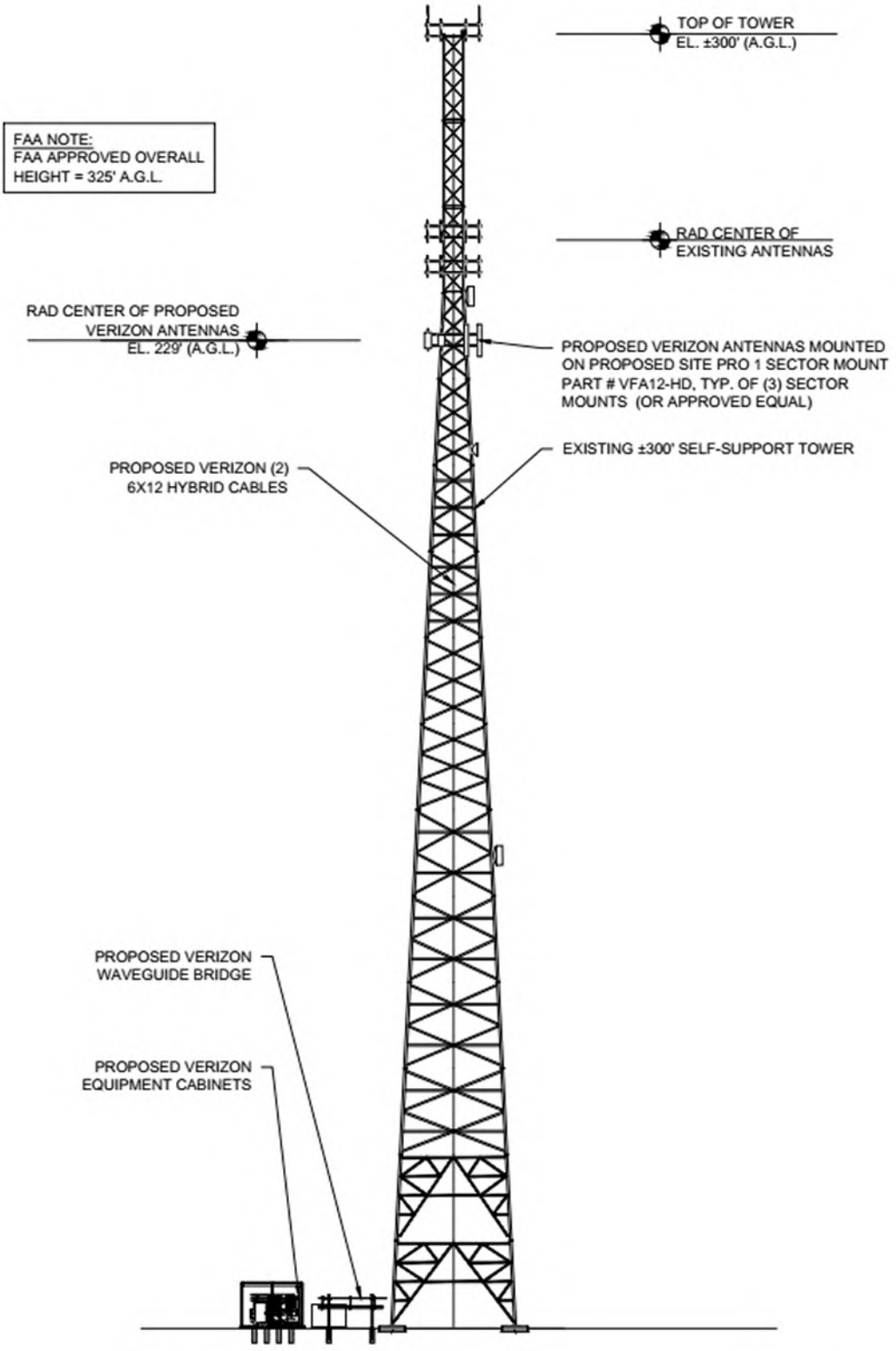
0	FOR PERMIT / CONSTRUCTION	011.17.25
1	FOR PERMIT / CONSTRUCTION	12.08.25

SHEET NAME

ENLARGED COMPOUND PLAN

SHEET NUMBER

C-2



TOWER ELEVATION
NOT TO SCALE

Exhibit D
Description and Inventory of Provider Facilities

- Three (3) Ericsson AIR3283 antennas @ 229’ RAD
- Three (3) Ericsson AIR6419 antennas @ 229’ RAD
- Three (3) JMA Wireless MX06FIT865-02E antennas @ 229’ RAD
- Two (2) hybrid cables
- Three (3) Ericsson 4490 remote radio units
- One (1) OVP box

Exhibit E
Seminole County, Minimum Amounts for Provider's Insurance

- Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 general aggregate.
- "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0561

Title:

Approve and authorize the County Manager to execute a new Innovative Technology Grant agreement with the Florida Department of Environmental Protection (FDEP) for the Lake Jesup Passive Nutrient Reduction Pilot Project; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-037 in the amount of $415,600 through the Environmental Services Grant Fund to appropriate the grant funding for this project. Countywide **(Kim Ornberg, Environmental Services Director)**

Division:

Environmental Services Watershed Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Shannon Wetzel/407-665-2455

Background:

FDEP has awarded Seminole County a new Innovative Technology Grant for the Lake Jesup Passive Nutrient Reduction Pilot Project, designed to reduce external phosphorus concentrations that reach Lake Jesup. Salt Creek is a stormwater canal with high phosphorus levels that discharges directly into Lake Jesup. The Lake has been identified as impaired for nutrients (phosphorus and nitrogen) by FDEP. This grant funded project includes installing an innovative phosphorus absorbing filter media in Salt Creek, which will absorb and sequester phosphorus from the creek water as it passes through the filter media, as well as analyzing the associated water quality results to determine the effectiveness of this technology.

BAR 26-037 in the amount of $415,600 will appropriate funding for this project. There is no funding match (cost share) requirement from the County. The term of the grant is from execution through 10/30/2029.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute a

grant contract with FDEP for the Lake Jesup Passive Nutrient Reduction Pilot Project; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-037 in the amount of $415,600 through the Environmental Services Grant Fund to appropriate the grant funding for this project.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-037**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SERVICES DEPT / WATERSHED MGT

Fund(s): 11940 ENVIRONMENTAL SERVICES GRANTS

RM Recommendation	
W. Aviles	6/11/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To appropriate funding in the amount of $415,600 for the Lake Jesup Passive Nutrient Reduction Pilot Program.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11940	02609039	334750		ENVIRONMENTAL PROTECTION GRANT		3921130101	415,600.00
Revenue								
Revenue								
Revenue								
						Total Sources		**415,600.00**
Expenditure	11940	02609039	530340		OTHER SERVICES		3400380002	415,600.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		415,600.00
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**415,600.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): Lake Jesup Passive Nutrient Reduction Pilot Project

Agreement Number: INV84

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

Grantee Name: Seminole County

Entity Type: Local government

Grantee Address: 200 W. County Home Rd., Sanford, FL 32773

FEID: 59-6000856

(Grantee)

3. Agreement Begin Date: Upon Execution

Date of Expiration: 10/30/2029

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

Project Location(s): Seminole County

Project Description: Deployment of phosphorus sequestration filter media (EutroSORB F) housed in filters for passive treatment of soluble reactive phosphorus (SRP) from Salt Creek.

5. Total Amount of Funding: $415,600

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	FY25/26 GAA LI #1529 - WPSPTF	$ 415,600.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 415,600.00

6. Department's Grant Manager

Name: Sara Bell or successor

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

Phone: (850) 245-2193

Email: sara.bell@floridadep.gov

Grantee's Grant Manager

Name: Kim Ornberg or successor

Address: 200 W. County Home Rd.
Sanford, FL 32773

Phone: (407) 665-2417

Email: kornberg@seminolecounty.gov

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

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

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

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

GRANTEE

Grantee Name

By _____ _____
(*Authorized Signature)* Date Signed

Darren Gray, Couinty Manager

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.

Seminole County Witnesses:

As authorized for execution by the Board of County Commissioners at it July 14, 2026 regular meeting.

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

For the use and reliance of Seminole County only

Approved as to form and legal sufficiency.

_____
County Attorney

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

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

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

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

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

3. Agreement Duration.

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

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

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

7. Financial Consequences for Nonperformance.

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

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

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

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

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

8. Payment.

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

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

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

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

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

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

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

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

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

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

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

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

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Status Reports.

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

11. Retainage.

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

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

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

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

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

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

19. Limitation of Liability.

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

20. Remedies.

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

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

21. Waiver.

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

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

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

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

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

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

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

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

23. Compliance with Federal, State and Local Laws.

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

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

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

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

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

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

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

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

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

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

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

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INV84

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 Lake Jesup Passive Nutrient Reduction Pilot Projcet. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on the Agreement Begin Date and ends on the Project Completion Date, as defined in Attachment 3.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Research Requirements for Grants.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

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

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INV84

ATTACHMENT 3

PROJECT TITLE: Lake Jesup Passive Nutrient Reduction Pilot Project.

PROJECT LOCATION: The project is located in Salt Creek (WBID 2990), a 5.3-mile urban stormwater conveyance that discharges directly into Lake Jesup. The main project access is off Packard Avenue where it crosses over Salt Creek within the Black Hammock on the southeast shore of Lake Jesup. The project coordinates are 28.7140381 and -81.1668173. See *Figure 1* for a location map and *Figure 2* of a photo of Salt Creek at Packard Avenue found at the end of the Grant Work Plan.

PROJECT BACKGROUND: Salt Creek is a stormwater conveyance that directly discharges into nutrient-impaired Lake Jesup. The creek has elevated total phosphorus (TP) concentrations well above the desired numeric nutrient criteria (NNC) and BMAP goals. The Salt Creek basin (WBID 2990) does not meet State water quality criteria for (TP) Total Phosphorus. This excess phosphorus results in a large annual load of phosphorus being discharged into Lake Jesup. The average TP concentrations for Salt Creek are 0.23 mg/L with a maximum of 1.2 mg/L. The Lake Jesup Total Maximum Daily Load target concentration for TP is 0.096 mg/L. Seminole County has conducted multiple nutrient reducing projects within the Black Hammock area and this innovative technology has the potential to provide another nutrient reducing best management practice to the County's toolbox.

PROJECT DESCRIPTION: This project proposes the deployment of a phosphorus sequestration filter media (EutroSORB F) housed in filters for passive treatment of soluble reactive phosphorus (SRP) from Salt Creek. EutroSORB F is a low-cost phosphorus filtration media for passive and sustainable SRP treatment in moving water. The filter media has a high affinity and capacity for phosphorus and will continue to bind until all binding sites have been exhausted. Seventy-five pounds of EutroSORB F will permanently bind one pound of soluble reactive phosphorus. To accurately measure project performance and in addition to nutrient grab sampling, two Green Eyes NuLAB autonomous nutrient monitoring systems will be deployed upstream and downstream of the EutroSORB F filters placed within the creek's main channel and provide accurate, high-frequency real-time nutrient data. For the Salt Creek Demonstration, 30,000 pounds of EutroSORB F or 1,200 filters will be deployed which was based on a mean flow rate of ~1.2 CFS and mean SRP of ~165 ppb for a target removal rate of 400 pounds of SRP. Filters will be deployed using a combined cross vane and staggered approach (please refer to *Figure 3* at the end of the Grant Work Plan), within Salt Creek. The filters are 25 pounds each and when deployed approximately 30" x 12" x 4". A Seminole County water level recorder located at Packard Avenue and associated rating curve will be used to determine real-time flow in Salt Creek that will allow for project nutrient load reduction calculations.

TASKS and DELIVERABLES:
Performance Standard for All Tasks

The Department's Grant Manager will review all submitted deliverables to ensure they are complete and satisfactorily meet all requirements specified in the corresponding Task Description and this Grant Work Plan. Where applicable, this review also includes verifying that work conforms to approved designs, permits, construction contract documents, sampling and monitoring plans, and/or an approved Quality Assurance Project Plan (QAPP).

For any deliverable requiring separate draft and final submissions, the Grant Manager will review the draft version and provide comments to the Grantee for incorporation. The final version must adequately address these comments to be deemed acceptable.

The Department shall have 30 calendar days from receipt of any deliverable, unless specifically stated otherwise, to determine its acceptability; if the Grant Manager does not provide written acceptance within this period, the deliverable will be deemed rejected. Upon the Grant Manager's determination that a deliverable is acceptable, the Department will provide written acceptance. The Grantee may only submit a payment request for costs associated with a specific task or deliverable after receiving this written acceptance.

Task 1: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 1a: First Draft QAPP
The Grantee will submit a First Draft QAPP electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the First Draft QAPP to the Department's Grant Manager. The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

a. An initial planning review technical audit as specified in Section 4.D.1.e of Standard Quality Assurance (submitted to FDEP) shall be completed by the Grantee after the second completed sampling and analysis event, but no later than the fourth. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 4.D.1.e of Standard Quality Assurance.
b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 4.D.1.e of Standard Quality Assurance. The Grantee shall submit a report of each annual planning review audit with a statement of usability in Section 4.D.2 of Standard Quality Assurance, within one month of the review.
c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 4.D.2 of Standard Quality Assurance to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
    (i). The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
    (ii). Within 45 days of receipt of the first draft of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed after the first and second draft QAPP submissions, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.

(iii). If reviews of the QA Plan by the Department are delayed beyond the up-to-45-day review period for the first draft and the up-to-30-day review periods for subsequent submissions through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.

If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in key personnel or changes in National Environmental Laboratory Accreditation Program (NELAP)-certified laboratories occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Deliverable 1b: Second Draft QAPP
The Grantee will submit a Second draft QAPP electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Deliverable 1c: Final QAPP
The Grantee will submit: 1) a Final Department-approved QAPP electronically in Word format to the Department's Grant Manager and 2) signed acceptance of the completed work by the Grantee. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Permitting

Task Description: The Grantee may subcontract to obtain all required permits for deployment of the filter bags into Salt Creek. The Grantee will ensure all permits required by law for this project are obtained. The Grantee will provide the Department with written acceptance that all necessary permits have been obtained.

Deliverable 2: The Grantee shall submit: 1) a list of all required permits identifying issue dates and issuing authorities; 2) a copy of the executed subcontracts; and 3) signed acceptance of the completed work by the Grantee submitted to the Department's Grant Manager.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 3: Design & Installation

Task Description: The Grantee may subcontract to conduct the field design and install the filters. Additionally, the Grantee will determine locations (during the QAPP task) and install monitoring equipment (NuLABs). If the Grantee contracts these services, the Grantee will procure such services in accordance with state law. Note that the filters and monitoring equipment will be removed at the conclusion of the project.

Deliverable 3: The Grantee shall submit: 1) electronic copies of design sketch and date-stamped color photographs illustrating the installation activities and final deployment locations of the filters and monitoring equipment; 2) an electronic copy of the final field design, including professional certification as applicable; and 3) signed acceptance of the completed work by the Grantee. These will be submitted to the Department's Grant Manager.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables. The outlined deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task 4: Monitoring and Analysis

Task Description: The Grantee may subcontract to conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 1). Monitoring will occur upstream and downstream of the filters. The collection of pre- and post-treatment water quality samples will be conducted and analyzed for TP, orthophosphate (OP), Nitrate/Nitrite (NO_x), and Total Kjeldahl Nitrogen (TKN). Upstream and downstream grab samples as well as SRP data obtained with the NuLAB Continuous Nutrient Monitoring Systems along with the measured flow rate will determine the amount of phosphorus sequestered during the demonstration. There is an operational flow gauge located near Packard Avenue that will allow for real-time flow measurement. In addition the project will utilize Seminole County nutrient grab sampling data to provide the amount of phosphorus mitigated.

Deliverable 4: The Grantee will submit: 1) a Quarterly Operating Report (QOR), to include a summary of operations and monitoring, dates completed, sampling conducted (and any not conducted and why), monitoring results (as expected or not as expected), laboratory reports, sampling logs (including field

and weather data) and 2) signed acceptance of the completed work by the Grantee to the Department's Grant Manager.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than quarterly. The outlined interim Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Task 5: Public Education

Task Description: The Grantee may subcontract to provide public education information about the project in the form of signage at the project site. The educational sign will include a QR code referencing a County website. The website will provide information about the EutroSORB F filter media and its environmental benefits. The draft deliverables will be submitted to the Department's Grant Manager 15 days prior to distribution. The final deliverable will be submitted to the Department's Grant Manager after distribution.

Deliverable 5a: The Grantee will submit: 1) an active link for the website as designed or updated with draft project information to the Department's Grant Manager for review prior to finalization; 2) a copy of draft kiosk/sign(s) text and graphics to the Department's Grant Manager for review and approval prior to final printing and distribution. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Deliverable 5b: The Grantee will submit: 1) an active link to the website with any required changes incorporated; 2) documentation to demonstrate the website's service functionality; 3) date-stamped color photograph(s) of installed kiosk/sign(s) as approved; and 4) signed acceptance of the completed work by the Grantee. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 6: Final Report and Presentation

Task Description: The Grantee may subcontract to prepare a Final Report compliant with the Department's template summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Executive Summary providing a concise overview of the project scope, objectives, key findings, and implications for the target community or stakeholders.
- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, all data and analyses, and an interpretation of data based on planned versus realized results.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology versus other commonly available nutrient sequestering media such as biochar or alum treatments.

The Grantee is required to provide the Department with a presentation on the results of their project. The Grantee has the option to provide a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report Presentation. The presentation will be no more than 50 minutes in duration with an additional 10 minutes allotted for questions and answers.

Deliverable 6a: The Grantee will submit an electronic copy of the draft Final Report in Word format to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Deliverable 6b: The Grantee will submit an electronic copy of the Final Report, with all suggested changes incorporated in Word or PDF format to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Deliverable 6c: Final Report Presentation: The Grantee will submit 1) an electronic copy of the Final Report Presentation no later than five business days prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation; 2) photo documentation of the work performed

appropriate for inclusion on the Innovative Technologies Story Map web page to showcase the project; and 3) signed acceptance of the completed work by the Grantee.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Quality Assurance Project Plan	Upon Execution	190 Days After Execution	
1a	First Draft QAPP			45 Days After Execution
1b	Second Draft QAPP			100 Days After Execution
1c	Final QAPP			160 Days After Execution
2	Permitting	Upon Execution	4/30/2027	3/31/2027
3	Design & Installation	Upon Approval of QAPP	5/15/2027	4/30/2027
4	Monitoring and Analysis	Upon Completion of Task 3	8/31/2028	No More Frequently than Quarterly
5	Public Education	Upon Execution	9/30/2028	9/1/2028
5a	Draft Public Education Materials	Upon Execution		6/15/2028
5b	Final Public Education Materials	Upon Execution		8/30/2028
6	Final Report and Presentation	9/1/2028	8/30/2029	4/15/2029
6a	Draft Final Report			3/31/2029
6b	Final Report			6/30/2029
6c	Final Report Presentation			8/1/2029

BUDGET DETAIL BY TASK: Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at the minimum amounts in the categories indicated below.

Task No.	Budget Category	Budget Amount
1-6	Contractual Services	$415,600
	Total for all Tasks:	**$415,600**

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services	**$415,600**
Total:	**$415,600**

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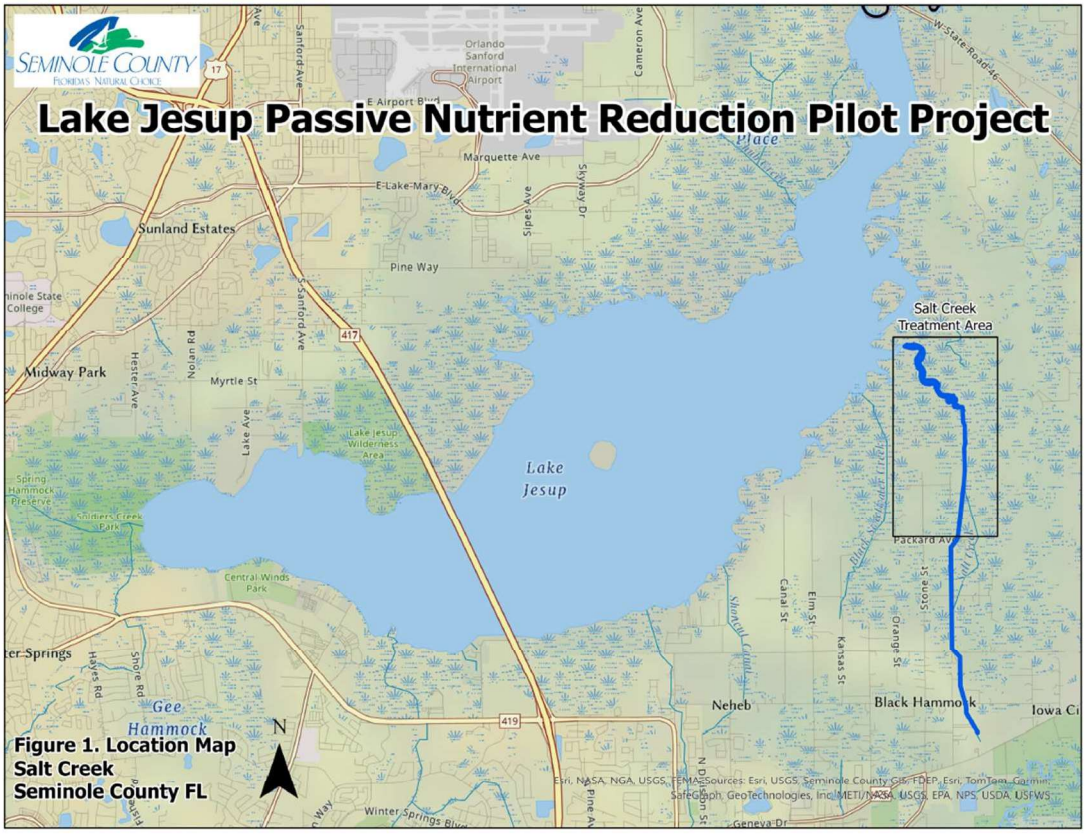


Figure 1. Site location map.

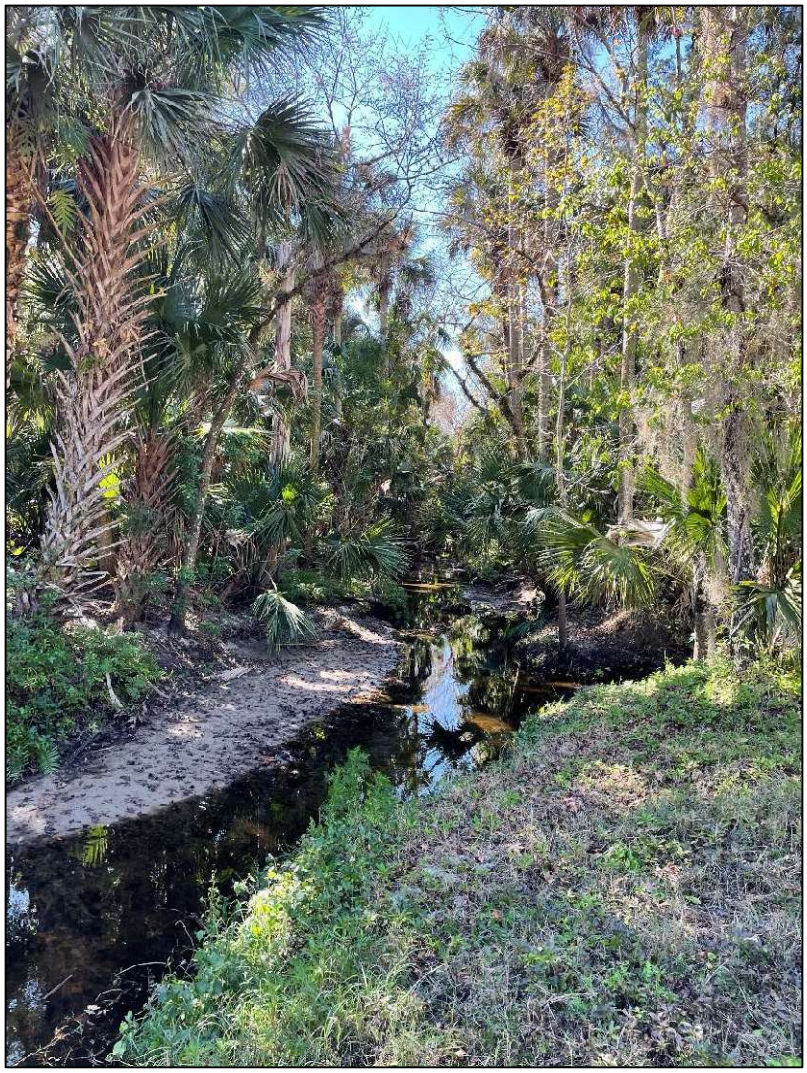


Figure 2. Photo of Salt Creek facing downstream (North) at Packard Avenue.

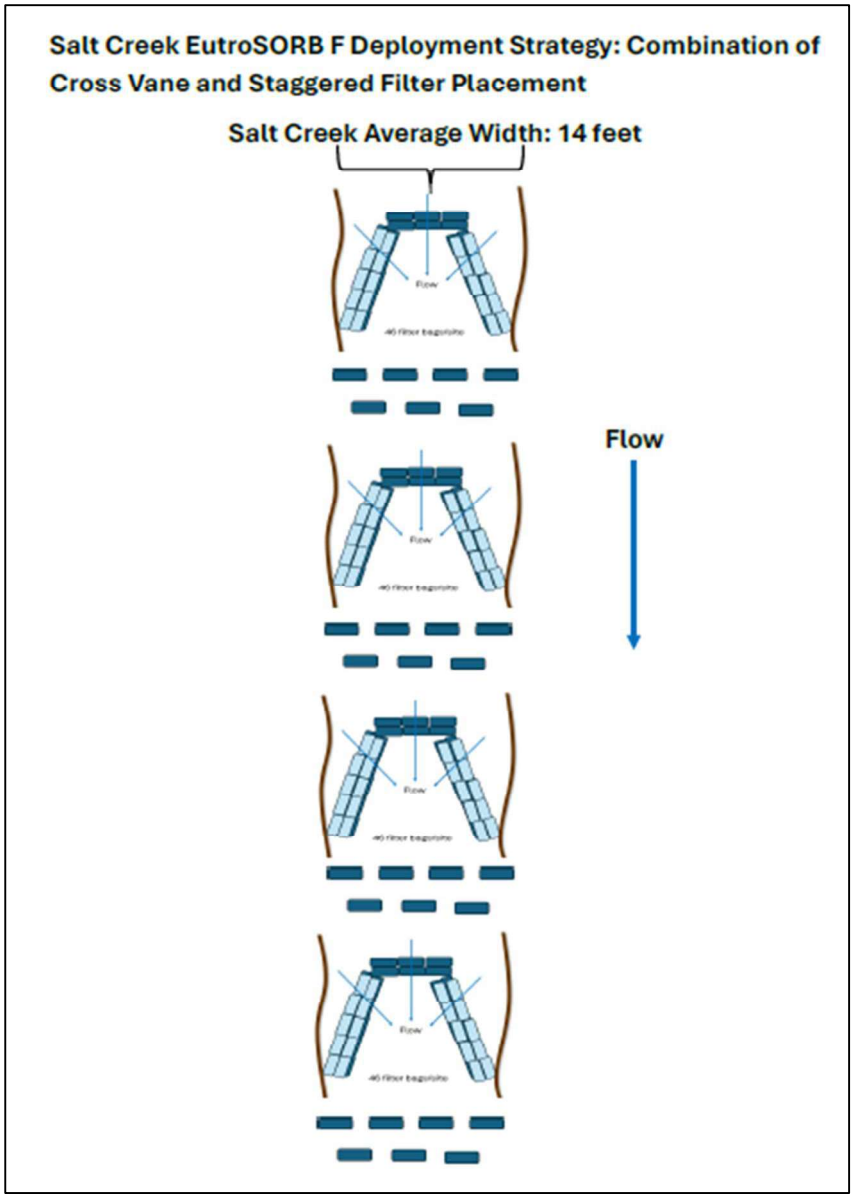


Figure 3. EutroSORB filters deployment strategy: Combination of cross vane and staggered filter placement, plan view.

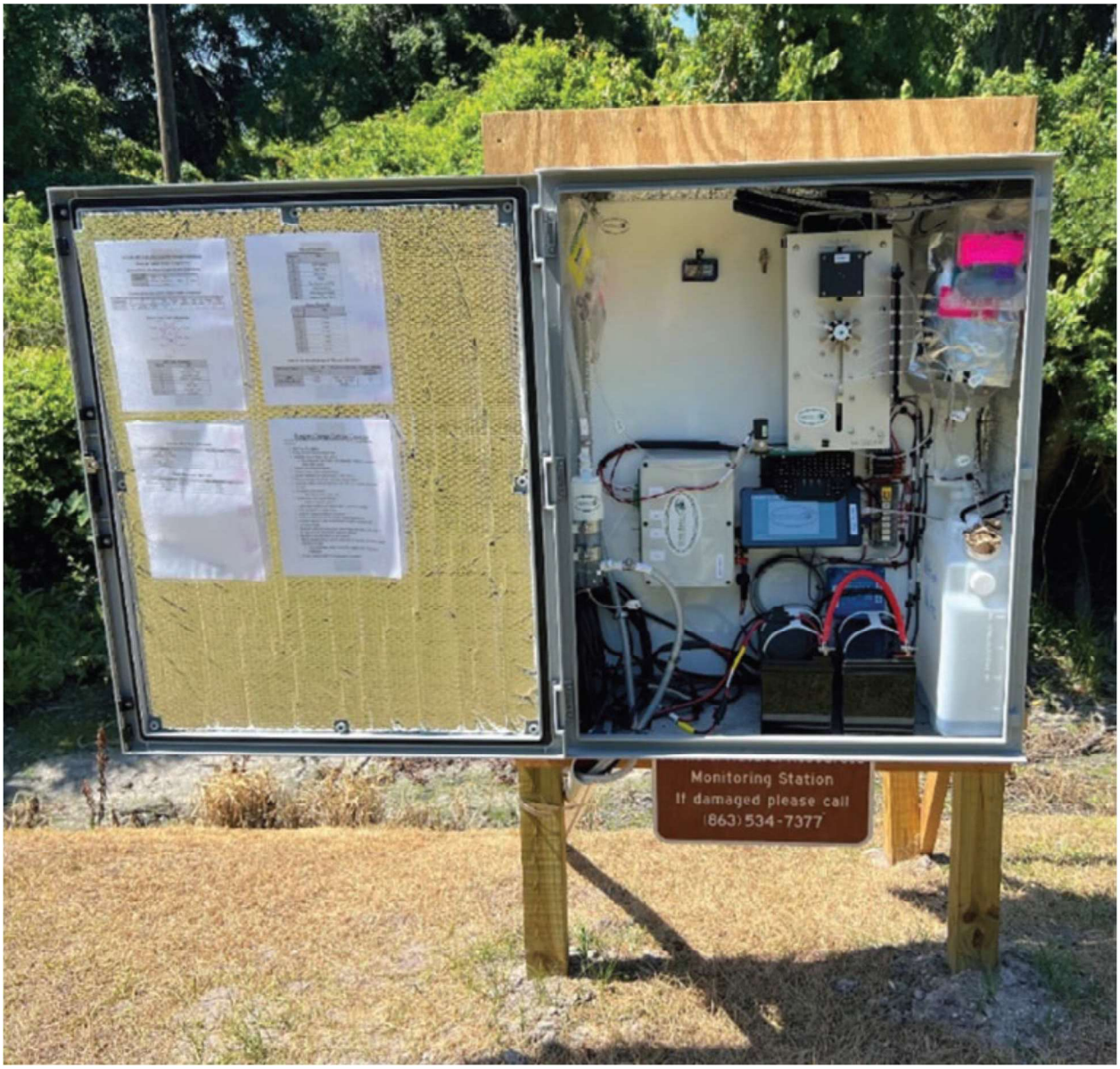


Figure 4. NuLAB Continuous Monitoring System

Figure 5. EutroSORB F Case Study

EutroPHIX®

Accelerating Water Resource Restoration

Case Study: Lake of the Woods & Stephey Ditch

Bremen Conservation Club
BCC
COMMUNITY CENTER
All Welcome

Lake of the Woods is a 416-acre glacial lake that is in northern Indiana near Bremen. The EPA first identified the lake as having excessive phosphorus pollution in the early 1970s. Lake of the Woods has a large watershed with approximately 70% cultivated agriculture. The lake experiences recurring harmful algal blooms that impair beneficial uses on the lake and threaten pets, wildlife, and human health.

In 2021, EutroPHIX began working to develop a lake management plan for Lake of the Woods focused on mitigating the internal load of phosphorus by inactivating the lake sediments and reducing the external load from the farm ditches that discharge into the lake. To help fund the restoration, the Lake of the Woods Property Owners Association (LOWPOA) began pursuing the formation of a Conservancy District to generate tax revenue to pay for water quality improvements and lake management activities.

In June of 2023, a demonstration began on Stephey Ditch utilizing a novel filtration technology to rapidly remove phosphorus from flowing water. This initial Pilot Program was funded by the Bremen Conservation Club. EutroSORB® F filters are composed of a highly specific phosphorus binding media contained inside a permeable mesh bag. The filters are easy to use and can last over a year in service depending on the flow of the system. The phosphorus is permanently bound and cannot be released, and the exhausted EutroSORB F media is non-toxic and can be reused as a soil amendment or disposed of in a landfill.

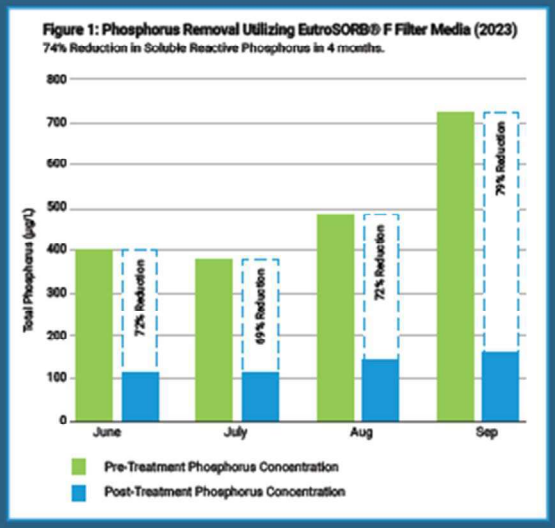


Figure 6. EutroSORB F Case Study Continued

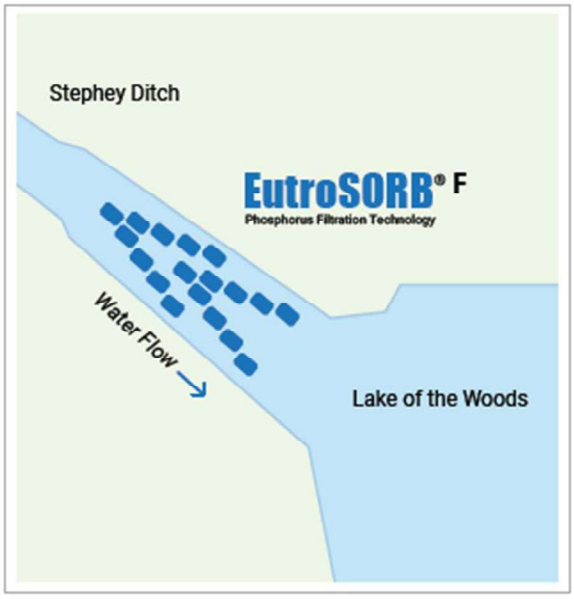
EutroPHIX®

To evaluate performance during the demonstration, soluble reactive phosphorus water quality samples were taken upstream (pre-treatment) and downstream (post-treatment) of the filters (see Figure 1). **The demonstration has been very successful, with up to 82% removal of the soluble reactive phosphorus in Stephey Ditch and an average of 74% removal over the first four months.**

This project will be expanded in 2024 and the LOWPOA continues working on the formation of the Conservancy District with an anticipated completion of the process in 2025.



Small ditch installation showing EutroSORB F Filters.



EutroSORB F filters strategically deployed in Stephey Ditch to intercept free reactive phosphorus and treat the water before it continues downstream.



In the photo, EutroSORB F filters are placed in Stephey Ditch providing an unobtrusive yet effective approach to enhancing water quality and combating increased phosphorus loading in the lake.

EutroPHIX®
Accelerating Water Resource Restoration

When you are ready to get started or want to learn more about the restoration process, contact us at:
844-HAB-PHIX (844-422-7449) or **info@eutrophix.com**. Visit **eutrophix.com**.

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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

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
INV84	Department of Environmental Protection	2025-2026	37.103	Innovative Technologies	$415,600	140895
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$	415,600

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR INNOVATIVE TECHNOLOGIES GRANT PROGRAM

ATTACHMENT 6

1. Definitions: None.

2. The Grantee acknowledges receipt of this financial assistance does not imply nor guarantee that any federal, state or local permit(s) will be issued for a particular activity. Furthermore, the Grantee agrees to ensure all necessary permits are obtained prior to implementation of any Agreement activity that requires a permit as per applicable federal, state and local law.

3. The Grantee acknowledges purchases made and/or expenses incurred by the Grantee before the Agreement is fully executed are not guaranteed to be reimbursed by the Department.

4. The Grantee acknowledges the Department will not reimburse any expenses incurred by the Grantee in applying for and obtaining patents. Additionally, the Grantee acknowledges the Department will not reimburse any expenses associated with the publishing of research or scientific papers, the preparation or printing of posters or other media, and/or the presentation of the research or project at professional or scientific forums. The Department, at its discretion, may approve of presentations given to committees to use as deliverables within a grant work plan. These scenarios will be determined on a case-by-case basis and must be approved in writing by the Department at least 60 days in advance of the presentation date.

5. Presentation Requirement: The Grantee will administer a Microsoft PowerPoint (or an equivalent program) presentation to Department staff of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and the significance and potential consequences derived from the project's results as a deliverable within the Final Report/Presentation Task. The Grantee may elect to administer the presentation virtually or in person at least 30 days prior to the presentation date. The Grantee may request reimbursement for up to a maximum of $1,000 to cover final presentation travel costs for in-person, administered presentations. The Grantee must comply with the applicable provisions of Section 112.061, F.S., including proper documentation requirements, to receive travel reimbursement. In-person presentations will be administered at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Blvd., Tallahassee, FL 32399. Advanced, written approval from the Department at least 90 days in advance is required for in-person administration at other locations. The Grantee will provide electronic read-ahead copies of their presentation to the Department at least five (5) business days before the presentation date. Presentations will be of sufficient duration to present the elements described above and shall allocate ten (10) minutes for questions and answers. Presentation periods lasting a total of an hour in length or less are preferred. Reimbursements for presentation preparation and administration expenses may only be claimed when submitting the Final Report/Presentation invoice. This Presentation Requirement only applies to agreements originally executed after November 21, 2024.

6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.

7. The Grantee will ensure all invoice documentation from subcontractors used for payment request processing clearly and distinctly conveys the costs associated with the performance of the innovative technology grant project and has not been co-mingled with any other projects being performed by the same contractor for the Grantee. Co-mingled documentation will result in denial of reimbursement.

8. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of that responsibility to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without the Grantee's inclusion and participation in said communications.

9. The Grantee acknowledges the Department requires samples to be processed by National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories for data verification and acceptance purposes and has factored the expenses associated with the utilization of such laboratories within their Budget-Cost Analysis Form and Grant Work Plan.

10. The Grantee shall notify the Department prior to switching and submitting samples to laboratories differing from those laboratories identified in the current Quality Assurance Project Plan (QAPP). The new laboratories must also be NELAC certified, and signatures from the new laboratories' Managers/Principals and Quality Assurance Officers on a revised/updated QAPP are required before such laboratories may receive and process samples.

11. The Grantee acknowledges the Department's contractual boilerplate language for grant work plans (Attachment 3), QAPPs, deliverable templates and other contractual documentation (Attachments 1 thru 5 and Exhibits A thru I) are not subject to Grantee-initiated changes or modifications.

12. By entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP to the Department that is compliant with the Department's template for those projects involving the collection and analyses of samples and satisfies the deadlines identified in the grant work plan. The Grantee will have up to three (3) opportunities to submit a QAPP that is determined to be acceptable by the Department and must conform to said Plan unless a Department-approved revision is made for the duration of this Agreement.

13. The Grantee acknowledges they will be compensated by the Department via cost reimbursement only; advance payment is not authorized.

14. Equipment, software and software license purchase requests for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis. The rental and lease of equipment is acceptable.

15. The Grantee agrees that any report, including the Final Report, shall be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 to make the report's information accessible to people with disabilities and facilitate posting the report's link onto the Department's public website. This requirement only applies to agreements originally executed after November 21, 2024.

16. The Grantee acknowledges the formulas and format contained within the Department's Budget Cost Analysis form are not subject to Grantee-initiated changes or modifications without obtaining written approval from the Department.

17. The Grantee acknowledges the maximum indirect cost rate applied to the project cannot exceed 15%of the total award amount. This limitation only applies to agreements originally executed after November 21, 2024.

18. The Grantee acknowledges the fringe benefit expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be incorporated within the salary/hourly expenses.

19. The Grantee acknowledges fringe benefits, which include tuition payments, may not be incorporated within the calculation for indirect costs. Salary and all other approved allowable categories, as shown in the Budget Cost Analysis, may be included in the calculation. This requirement only applies to agreements originally executed after November 21, 2024.

20. The Grantee acknowledges salary expenditures will be calculated as hourly rates, and Grantee will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department when invoicing salary expenditures.

21. The Grantee acknowledges innovative technologies grant work plans will have a public education/outreach task which must be planned and budget allocated. This requirement only applies to original grant awards made after July 1, 2025.

22. For all deliverables with associated costs, excluding the final report deliverable, the Grantee will submit payment requests within ninety (90) days after receipt of Department acceptance and approval of the deliverable(s) or risk forfeiting reimbursement compensation for the deliverable(s), unless an extension to this submission deadline is approved in writing by the Department. For the final report deliverable, the Grantee will submit the payment request no later than sixty (60) days after the Department has accepted and approved the deliverable. All final invoices must be received within sixty (60) days of the expiration date of this Agreement.

23. The Grantee acknowledges that 1-10% of the total project budget must be allocated to the last task, Final Report expenses.

24. For agreements requiring acute and chronic toxicity testing, as determined by the Department, the Grantee must comply with the provisions identified in Attachment 6, Exhibit 1.

Exhibit - 1

REQUIRED TOXICITY TESTING REQUIREMENTS ARE AS FOLLOWS:

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)* is contingent on the grantee completing and passing Whole Effluent Toxicity (WET) Testing as required by the Department of Environmental Protection, as described in this attachment, as authorized by Rule 62-4.241, Florida Administrative Code (F.A.C.), subparagraph 62-302.500(1)(a)(4), F.A.C.; subsection 62-302.530(62), F.A.C., Chronic Toxicity; and subsection 62-620.620(3), F.A.C., Whole Effluent Toxicity Testing and as defined in Rule 62-302.200, F.A.C., Definitions, subsection (1) and subparagraph (5)(a)(b).

I. ACUTE TOXICITY TESTING REQUIREMENTS

The grantee shall comply with the following acute toxicity testing requirements and initiate the series of tests described below to evaluate the acute toxicity of the tested chemical and/or effluent discharge from surface waters. These tests shall be completed and the results submitted to and received by the Department at least thirty (30) days prior to mesocosm and/or field testing. **Chapter 62-620, F.A.C., requires *chronic toxicity testing of effluent* unless the discharge is intermittent in which case performing only acute toxicity testing is allowed.**

a. Effluent Limitation

In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour Lethal Concentration (LC50) shall not be less than 100% of the effluent. [Rules 62-302.200(1), 62-302.500(1)(a)4., 62-4.244(3)(a), and 62-4.241, F.A.C.]

b. Monitoring

The toxicity tests specified shall be conducted and the results submitted to the Department at least thirty (30) days prior to the start of mesocosm and/or field testing.

c. Test Requirements

1. Tests: All tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 50%, 25%, 12.5% and 6.25% effluent. Effluent shall be produced as described below in Sampling Preparation Requirements.

i) If the toxicity test **does not** meet the effluent limitation described in a., above, it is considered a failing test. In this case the grantee must retest following the same procedures. If this test also fails, the grantee, the grant manager and other relevant Department personnel will convene to reevaluate the grantee's executed grant agreement.

2. The grantee shall conduct 96-hour acute static renewal toxicity tests on two (2) test species concurrently.

i) Fresh waters: If the effluent or chemical will be discharged to predominately fresh waters as defined in subsection 62-300.200(22), F.A.C., the test species will be the bannerfin

shiner, *Cyprinella leedsi* or fathead minnow, *Pimephales promelas and* the water flea, *Ceriodaphnia dubia*.

ii) Marine waters: If the effluent or chemical will be discharged to predominately marine waters as defined in subsection 62-300.200(23), F.A.C., the test species will be the mysid, *Americamysis (Mysidopsis) bahia*, and the inland silverside, *Menidia beryllina*.

3. All test species, procedures and quality assurance criteria used shall be in accordance with *Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised, the grantee shall conduct acute toxicity testing in accordance with the revised method.

For further reference and assistance, DEP Laboratory Standard Operating Procedure (SOP) references are listed:

i) Fresh waters: TA-07.01, *Ceriodaphnia dubia* Acute Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4584.pdf) and TA-07.02, *Cyprinella leedsi* or *Pimephales promelas* Acute Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4580.pdf)

ii) Marine waters: TA-07.03, *Americamysis* (formerly *Mysidopsis*) *bahia* Acute Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4595.pdf) and TA-07.04, *Menidia beryllina* Acute Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4594.pdf)

4. The control water and dilution water used shall be artificial seawater and diluted to the test salinity as described in EPA-821-R-02-012, Table 7.2.4. The test salinity shall be determined as follows:

i) When the salinity of the effluent is between 1 and 7 parts per thousand (ppt), the following salinity adjustment shall be used in the test of 100% effluent. For the *Mysidopsis bahia* bioassays, the effluent and the control (0% effluent) shall be adjusted to a salinity of 6-7 ppt for the 100% effluent test using artificial sea salts. No salinity adjustment shall be done for the *Menidia beryllina* bioassay test of the 100% effluent.

ii) When the salinity of the effluent is greater than 7 ppt, no salinity adjustment shall be made and the test shall be run at the effluent salinity.

d. Sampling Preparation Requirements

1. Follow DEP Laboratory's SOPs for preparing and conducting the tests:

FS 1000 *General Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs1000.pdf)

FS 2000 *General Aqueous Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs2000.pdf)

FS 2100 *Surface Water Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs2100.pdf)

FT 1000 *General Field Testing and Measurement*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/ft1000.pdf)

e. Quality Assurance Requirements

1. A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than thirty (30) days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five (5) monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.

2. A test will be considered valid only if the control mortality does not exceed 10% for either test species and all test acceptability criteria are met as described below in 3. and 4.

3. If the mortality in the control (0% effluent) exceeds 10% for either species in any test, the test(s) for that species (including the control) shall be repeated. The results of any invalid test shall be submitted to the Department in conjunction with the results of the repeat test.

4. If, in any sample test, 100% mortality occurs prior to the end of the test, and control mortality is less than 10% at that time, that test (including the control) shall be terminated and considered a failing test.

5. Tests shall be evaluated for acceptability based on the concentration response relationship, as required and described by EPA-821-R-02-012, Section 12.2.6.2.

f. Reporting Requirements

1. A toxicity laboratory report for the test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review (or the most current edition) and emailed to the grantee's grant manager at least thirty (30) days prior to beginning of mesocosm and/or field testing.

II. CHRONIC TOXICITY TESTING REQUIREMENTS

The grantee shall comply with the following chronic toxicity testing requirements and initiate the series of tests described below to evaluate the chronic toxicity of the tested chemical and/or effluent discharge from surface waters These tests shall be completed and the results submitted to and received by the Department at least thirty (30) days prior to Task # start. **Chapter 62-620, F.A.C. requires *chronic toxicity testing of effluent* unless the discharge is intermittent in which case performing only acute toxicity testing is allowed.**

a. Effluent Limitation

In any routine or additional follow-up test for chronic whole effluent toxicity, the 25%inhibition concentration (IC25) for growth shall not be less than 100% effluent. [Rules 62-302.530(62) and (1)(b), F.A.C.]

b. Monitoring

The "routine" toxicity tests specified shall be conducted and the results submitted to the Department at least thirty (30) days prior to mesocosm and/or field testing.

c. Test Requirements

1. Tests: All tests shall be conducted using a control (0% effluent) and a minimum of five test concentrations: 100%, 50%, 25%, 12.5%, and 6.25% final effluent. Effluent shall be produced as described below in Sampling Preparation Requirements.

i) If the toxicity test does not meet the effluent limitation described in a., above, it is considered a failing test. In this case the grantee must retest following the same procedures. If this test also fails, the grantee, the grant manager and other relevant Department personnel will convene to reevaluate the grantee's executed grant agreement.

2. The grantee shall conduct 7-day chronic toxicity test tests on two (2) test species concurrently.

i) Fresh waters: If the effluent will discharge to predominately fresh waters as defined in subsection 62-300.200(22), F.A.C., the test species will be the bannerfin shiner, *Cyprinella leedsi* or fathead minnow, *Pimephales promelas* and the water flea, *Ceriodaphnia dubia*.

ii) Marine waters: If the effluent will discharge to predominately marine waters as defined in subsection 62-300.200(23), F.A.C., the test species will be the mysid, *Americamysis (Mysidopsis) bahia*, and the inland silverside, *Menidia beryllina*.

3. All test species, procedures and quality assurance criteria used shall be in accordance with EPA-821-R 02-013, *Short-Term Methods For Estimating the Chronic Toxicity of Effluents and Receiving Water to Freshwater Organisms, 4th ed*. (http://www.epa.gov/waterscience/methods/wet/disk3/) or EPA-821-R-02-014, *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms, 4th ed. (http://www.epa.gov/waterscience/methods/wet/disk1/).* Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised; the grantee shall conduct chronic toxicity testing in accordance with the revised method.

For further reference and assistance, DEP Laboratory Standard Operating Procedure (SOP) references are listed:

i) Fresh waters: TA-07.05, *Ceriodaphnia dubia* Chronic Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4584.pdf) and TA-07.09, *Pimephales promelas* or *Cyprinella leeds* Chronic Toxicity Testing Methods

ii) Marine waters: TA-07.15, *Americamysis* (formerly *Mysidopsis*) *bahia* Chronic Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4595.pdf) and TA-07.14, *Menidia beryllina* Chronic Toxicity Testing Methods (ftp://ftp.dep.state.fl.us/pub/labs/lds/sops/4594.pdf)

4. The control water and dilution water used shall be adjusted to a salinity of 20 ppt (parts per thousand) using artificial sea salts as described in EPA-821-R-02-014, Section 7.2. If the effluent salinity is less than 20 ppt, adjust salinity to 20 ppt using artificial sea salts. Prepare a salinity adjustment control by

diluting the control/dilution water to the salinity of the effluent and then adjusting the salinity adjustment control to 20 ppt using artificial sea salts.

d. Sampling Preparation Requirements

1. Follow DEP Laboratory's SOPs for preparing and conducting the tests:

FS 1000 *General Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs1000.pdf)

FS 2000 *General Aqueous Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs2000.pdf)

FS 2100 *Surface Water Sampling*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/fs2100.pdf)

FT 1000 *General Field Testing and Measurement*

(http://publicfiles.dep.state.fl.us/dear/labs/sas/sopdoc/2008sops/ft1000.pdf)

e. Quality Assurance Requirements

1. A standard reference toxicant (SRT) quality assurance (QA) chronic toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than thirty (30) days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five (5) monthly chronic toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.

2. Test acceptability criteria for each species are defined in EPA-821-R-02-013, Section 13.12 (*C. dubia*) and Section 11.12 (*P. promelas*); and EPA-821-R-02-014, Section 14.12 (*A. bahia*) and Section 13.12 (*M. beryllina*) or the most current edition. If the mortality in the control (0% effluent) exceeds 20% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated.

3. If, in any test, 100% mortality occurs in any test concentration prior to the seven days, and the control mortality is less than 20% at that time, that test (including the control) shall be terminated with the conclusion that the test failed.

4. Additional follow-up tests shall be evaluated for acceptability based on the observed dose-response relationship as required by EPA-821-R-02-014, Section 10.2.6. Results from the evaluations shall be included with the submitted bioassay reports.

f. Reporting Requirements

A toxicity laboratory report for each test shall be prepared according to EPA-821-R-02-014, Section 10, Report Preparation and Test Review (or the most current edition), and submitted to the Department for receipt at least 30 days prior to mesocosm and/or field testing.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**INV84**
Project Number and Title:	
Grantee Name:	Seminole County
Grantee Address:	200 W. County Home Rd., Sanford, FL 32773
Grantee's Grant Manager:	Kim Ornberg
Telephone Number:	(407) 665-2417
Reporting Period:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INV84 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager _____ Date _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___INV84___ Agreement Effective Dates: _____

Grantee: Seminole County _____Grantee's Grant Manager: Kim Ornberg _____

Mailing Address: 200 W County Home Rd., Sanford, FL 32773 _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Contractual/Subaward (Subcontractors/Subrecipients)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Supplies	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

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

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

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Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit D

Department of Environmental Protection
Quality Assurance Requirements for Grants
Standard Field & Lab Services

1. **GENERAL REQUIREMENTS AND DEFINITIONS**
   a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
   d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.
2. **REQUIREMENTS FOR LABORATORIES**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in Rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon Grant execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).

b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

(i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.

(ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.

b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.

c. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.

d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.

f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.

g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.

i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).

j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.

k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- Laboratory sample identification (ID) and associated Field ID
- Analytical/test method
- Parameter/analyte name

- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation of received samples
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
- MDL, Limit of Detection (LOD) or other defined limit of detection
- PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
- Field and laboratory QC blank results:
    - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
    - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
- Results for field duplicates (or replicates)
- Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
    - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
    - Results of surrogate spike analyses
    - Results of laboratory control samples (LCS)
    - Results of calibration verifications
    - Acceptance criteria used to evaluate each reported quality control measure

l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.

m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- Site name and location information
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth, if applicable
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered
- Field test measurement results:
    - DEP SOP number (FT-series), where applicable
    - Parameter name
    - Result
    - Result unit
    - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

a. TECHNICAL AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

b. PLANNING REVIEW TECHNICAL AUDITS –

(i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.

(iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.

(iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.

c. QUALITY SYSTEMS AUDITS – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP

SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**
   a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
   b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
   c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
   d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
      - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
      - Using only the protocols approved in the QA Plan; and
      - Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0563

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-039 in the Solid Waste Fund to transfer $1,000,000 from reserves to increase budget for recycling processing. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department- Environmental Services

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Wendy Aviles/407-665-7182

Background:

The recycling commodity market, which is the value of recyclable materials, can vary greatly from year to year (and month to month). The current year's Solid Waste budget line for processing of recyclable materials is $1,000,000 and was set based on recent annual costs. The Department has expended the full budget and projects to need an additional $1,000,000 to cover the remainder of the fiscal year ($2M total). The net cost of transporting and processing of recyclable materials, is the processing and transportation fee minus Solid Waste's commodity revenue share.

Recycling commodity values have been significantly lower this year than in recent years and because of this, the actual cost of processing is much higher than projected. Staff is requesting an additional $1,000,000 from Solid Waste reserves in order to pay the remainder of invoices anticipated for the current fiscal year. Next fiscal year has taken into account the change in market averages.

Solid Waste Reserves are currently budgeted at $13.7 million.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-039 in the Solid Waste Fund to transfer $1,000,000 from reserves to increase budget for recycling processing

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-038**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SERVICES DEPT

Fund(s): 40201 SOLID WASTE FUND

RM Recommendation	
W. AVILES	6/22/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To transfer $1,000,000 from Solid Waste Reserves for recycling services.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	40201	087907	530340		OTHER SERVICES		3400879072	1,000,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	1,000,000.00
Reserve	40201	999942	599998		RESERVE FOR CONTINGENCIES		9989999901	(1,000,000.00)
Reserve								
							Reserve Sub-Total	(1,000,000.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

File Number: 2026-0594

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-042 to transfer $700,000 from reserves in the 2024 Infrastructure Sales Tax Fund for the construction of the Midway Trail project. District5 - Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

The Midway Trail is part of the broader Midway Drainage Improvement Project, which originated from the 2021 Midway Basin Study. The study identified opportunities to not only improve stormwater infrastructure but also enhance recreational amenities within the Midway community. The trail project was developed to complement the drainage improvements by creating a destination-quality, multi-use trail that provides residents with safe pedestrian and bicycle connectivity while enhancing access to the restored stormwater facilities and surrounding neighborhoods.

The multi-use trail will include recreational elements such as a fishing pier, fitness equipment, benches, landscaping, and extensive tree and sod installations. Additional work includes construction of drainage infrastructure, riprap stabilization, and other improvements necessary to support both recreational use and long-term maintenance of the corridor. Construction is anticipated to begin in August 2026, with substantial completion expected in March 2027 and final completion in April 2027.

The Midway Trail Project Guaranteed Maximum Price (GMP) proposal for construction totals $2,203,665. $1,240,015 is currently budgeted in the Major Projects Fund. BAR

26-042 establishes an additional $700,000 from 11580 - 2024 Infrastructure Sales Tax Fund reserves, and $263,652 from the completed 02407089 Trails Safety project in the 11560 - 2014 Infrastructure Sales Tax Fund. Approximately $460,568 has been expended on land acquisition and engineering services.

2024 Infrastructure Sales Tax Fund Reserves are currently budgeted at $34 million.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-042 to transfer $700,000 from reserves in the 2024 Infrastructure Sales Tax Fund for the construction of the Midway Trail project.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-042**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation/Parks and Trails

Fund(s): 11560 - 2014/11580 - 2024 Infrastructure Sales Tax Funds

RM Recommendation	
Dheriot	**6/29/2026**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
This BAR establishes project budgets of $263,652 in the 2014 Infrastructure Sales Tax Fund, and $700,000 in the 2024 Infrastructure Sales Tax Fund for the Midway Trail Project.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11560	02604075	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	263,652.00
Expenditure	11560	02407089	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(263,652.00)
Expenditure	11580	02604031	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	700,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	700,000.00
Reserve	11580	999980	599994		RESERVES		9949999901	(700,000.00)
Reserve								
							Reserve Sub-Total	(700,000.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

Midway Drainage Improvement Project and Destination Trail Update

February 24, 2026

562

Agenda

- Purpose
- Drainage Improvement Project
  - Background
  - Current Status
  - Next Steps
- Destination Trail Project
  - Background
  - Current Status
  - Next Steps

Purpose

- Provide an update on the construction progress of the Midway Drainage Improvement Project, including the status of the remaining sub-bid packages.
- Provide an update on the Midway Destination Trail project

Agenda

- Purpose
- Drainage Improvement Project
  - Background
  - Current Status
  - Next Steps
- Destination Trail Project
  - Background
  - Current Status
  - Next Steps

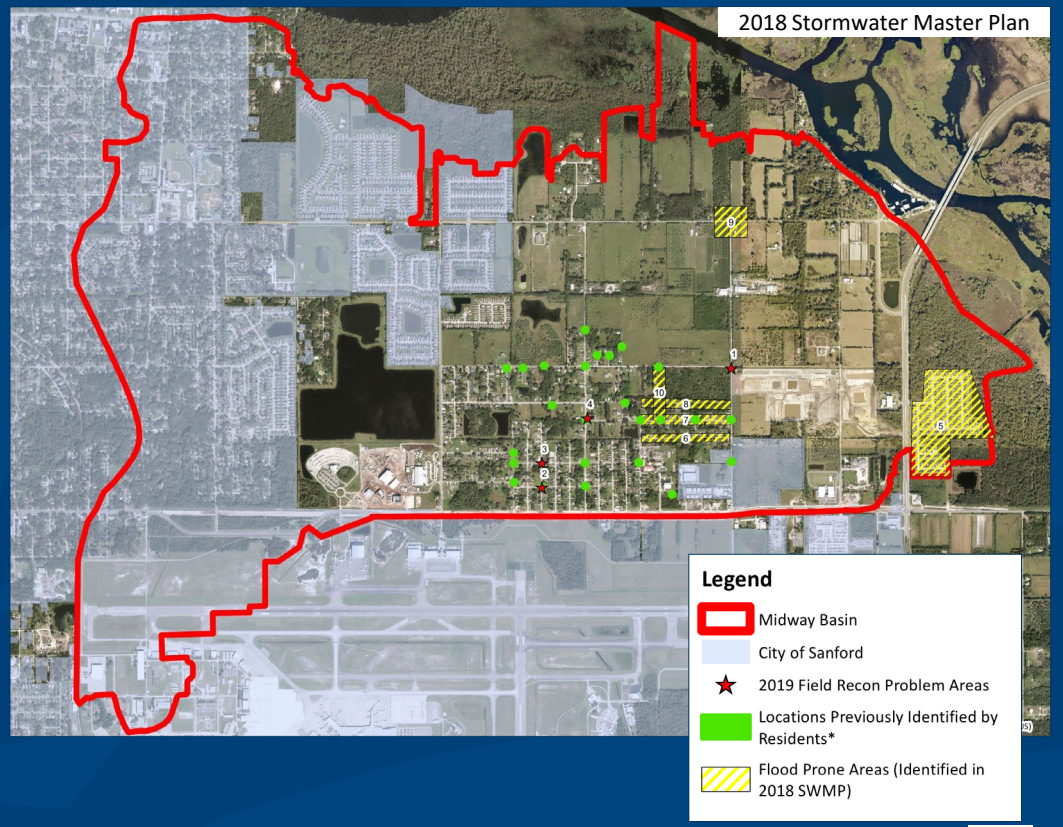
Background

Midway Drainage Basin – Problem Areas

- Original study conducted in 1997
- Community growth since 1997 has led to strain on the existing system
- Updated Midway Basin study in 2021
- Stormwater model created for the entire basin, and recommended five projects, lumped into two Bid Packages
- Federal and State grants to assist with final design and construction of the project received in August 2021







Background

August 2021
$10M American Rescue Plan Act (ARPA) design funds approved

May 2022
Design Notice to Proceed (NTP)

January 31, 2024
Community Meeting at Midway Elementary School

April 5, 10, 12, 2024
Third Round of Community Meetings at Midway Elementary School

September 2025 – November 2025
Bid solicitations process for BP 1A, 1B, 2B.

BCC Update
(June 2025)

May 2021
Final Basin Study Report Submitted

March 2022
Work Order for Design Project Executed

November 2023
Public Meeting #1 (Bid Package 1 & 2)

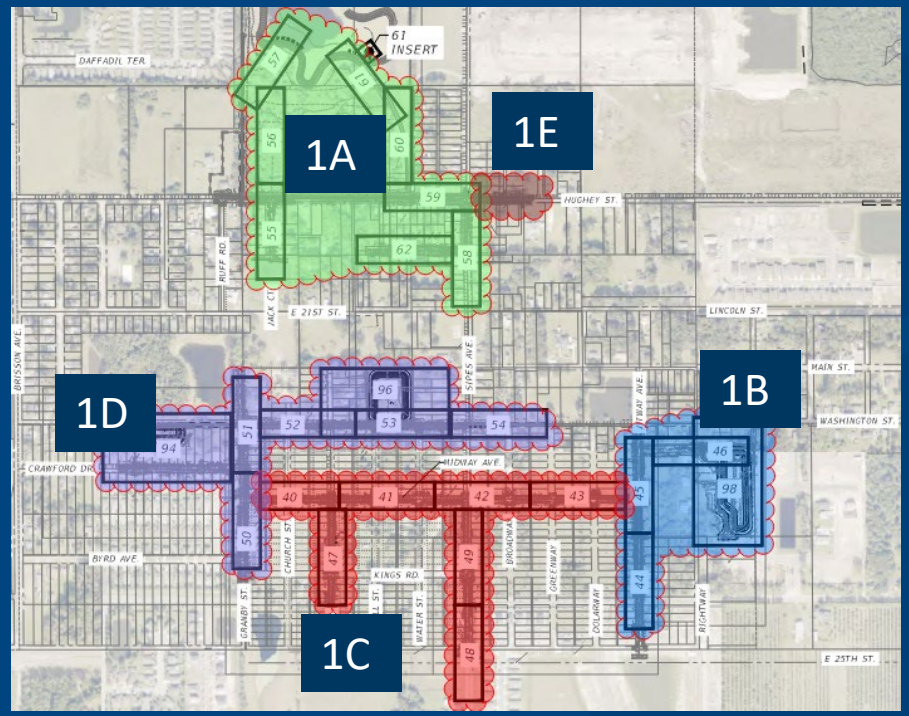
May 13, 15, 16, 2024
Second Round of Community Meetings at Midway Elementary School

June 24, 2024 – April 28, 2025
ROW Communication including (door knocking, registered mail, 40 postcards to property owners)

January 2026 – February 2026
Bid review and award for BP 1A, 1B, 2B

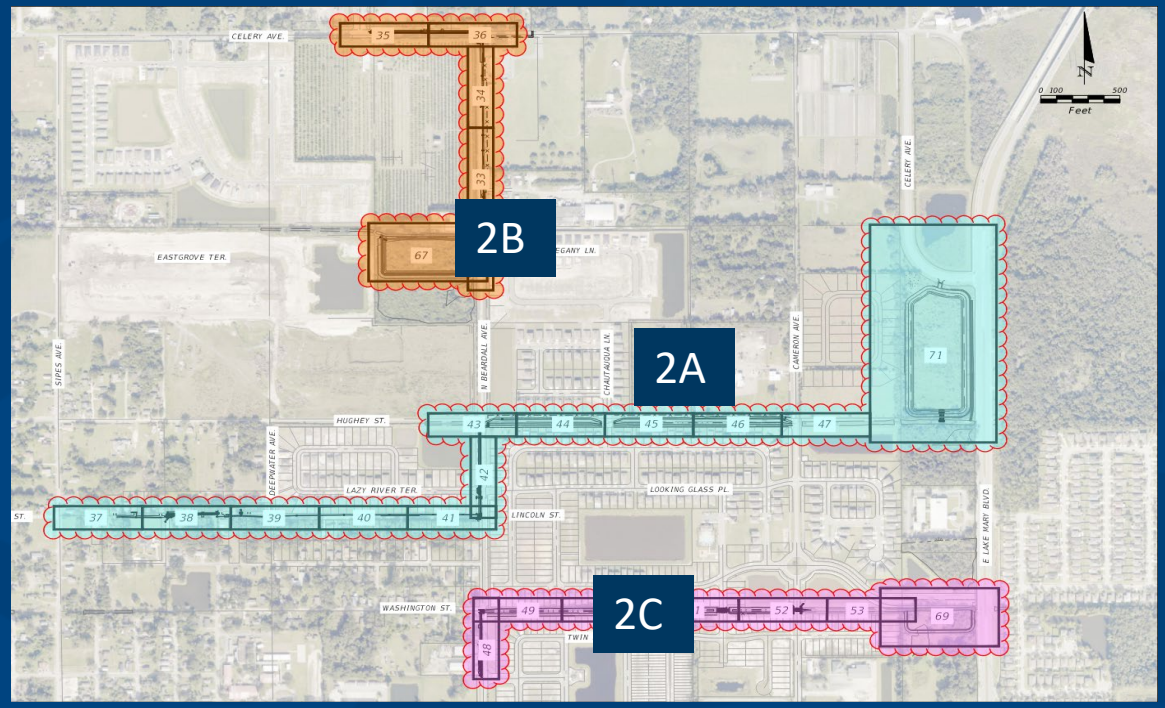
Background

Bid Packages 1A, 1B, 1C, 1D, 1E



BP1 Total Construction Estimate: $13,605,082

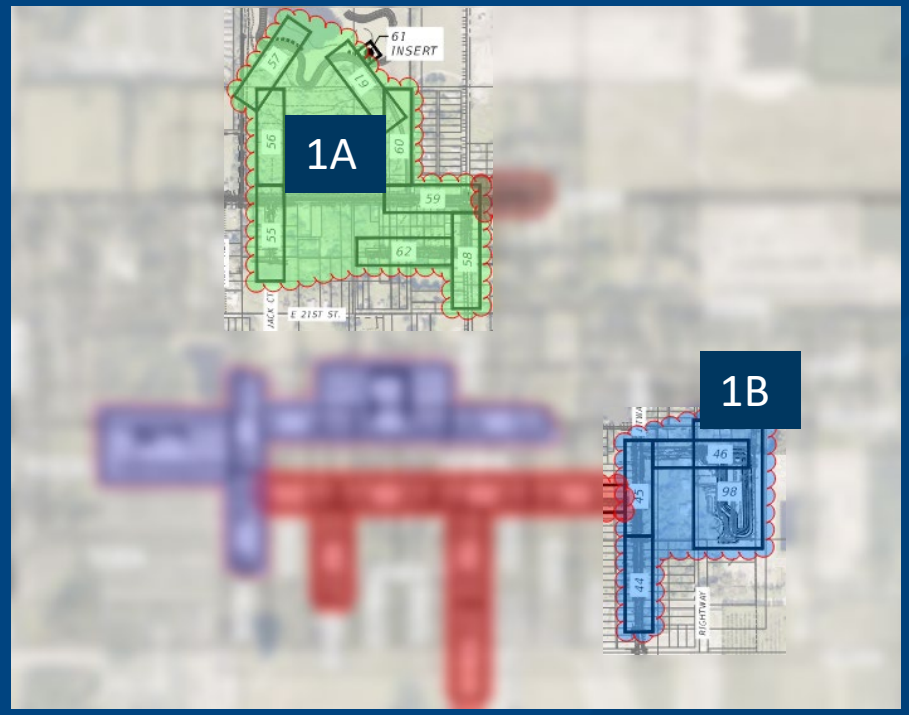
Bid Package 2A, 2B, 2C



BP2 Total Construction Estimate: $19,055,974

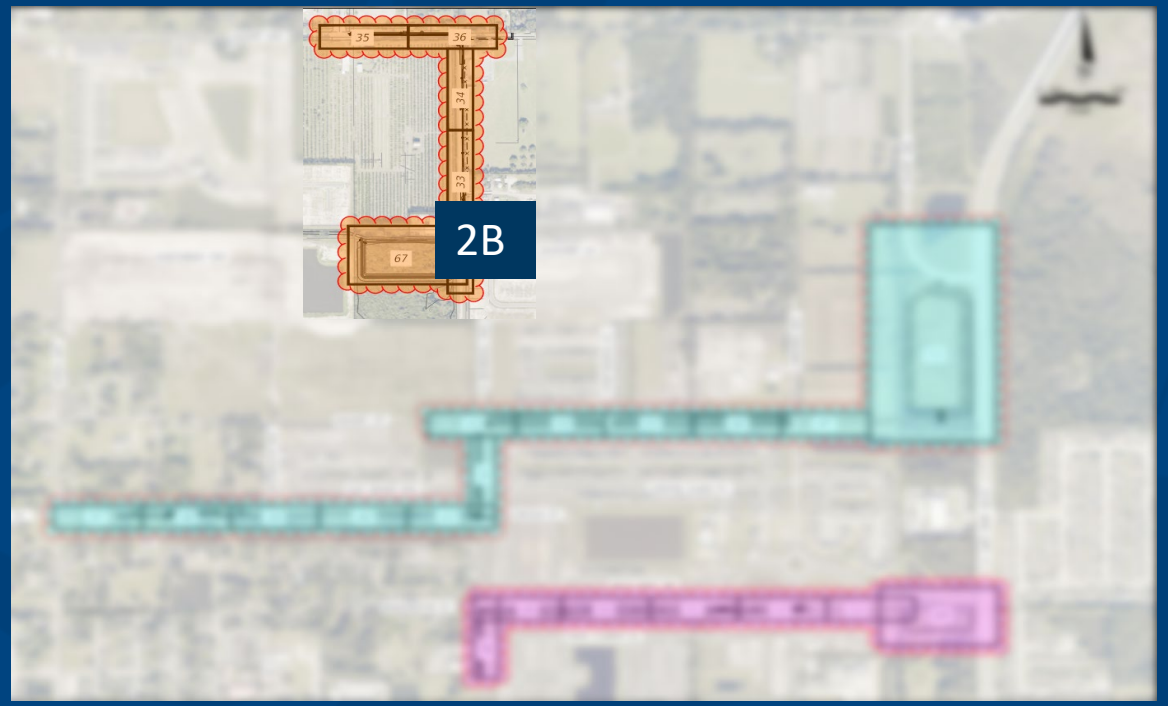
Current Status

Bid Packages 1A, 1B



Bid Package 1 Construction

Bid Package 2B

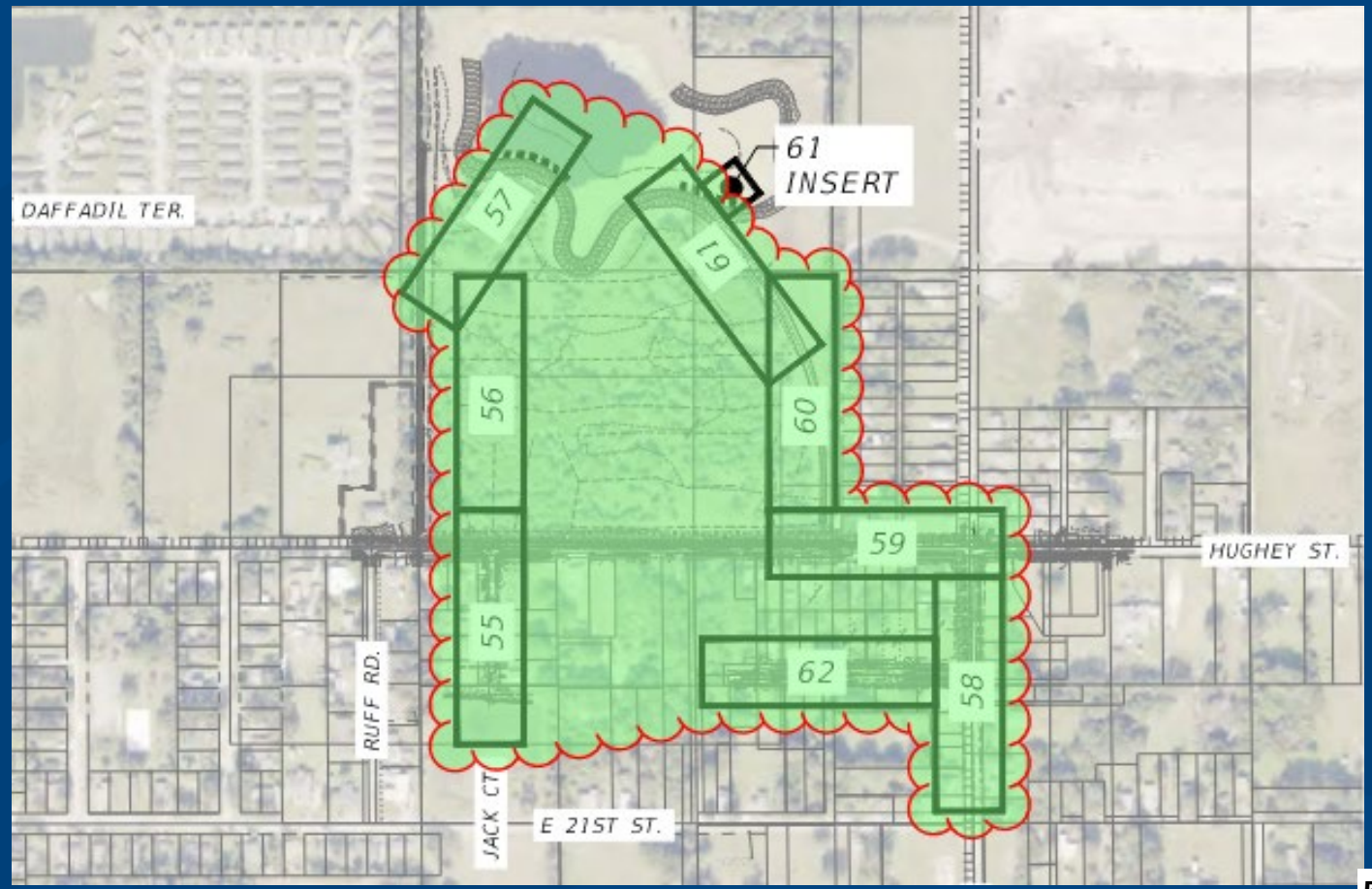


Bid Package 2 Construction

Current Status

Sub Bid Package 1A Construction

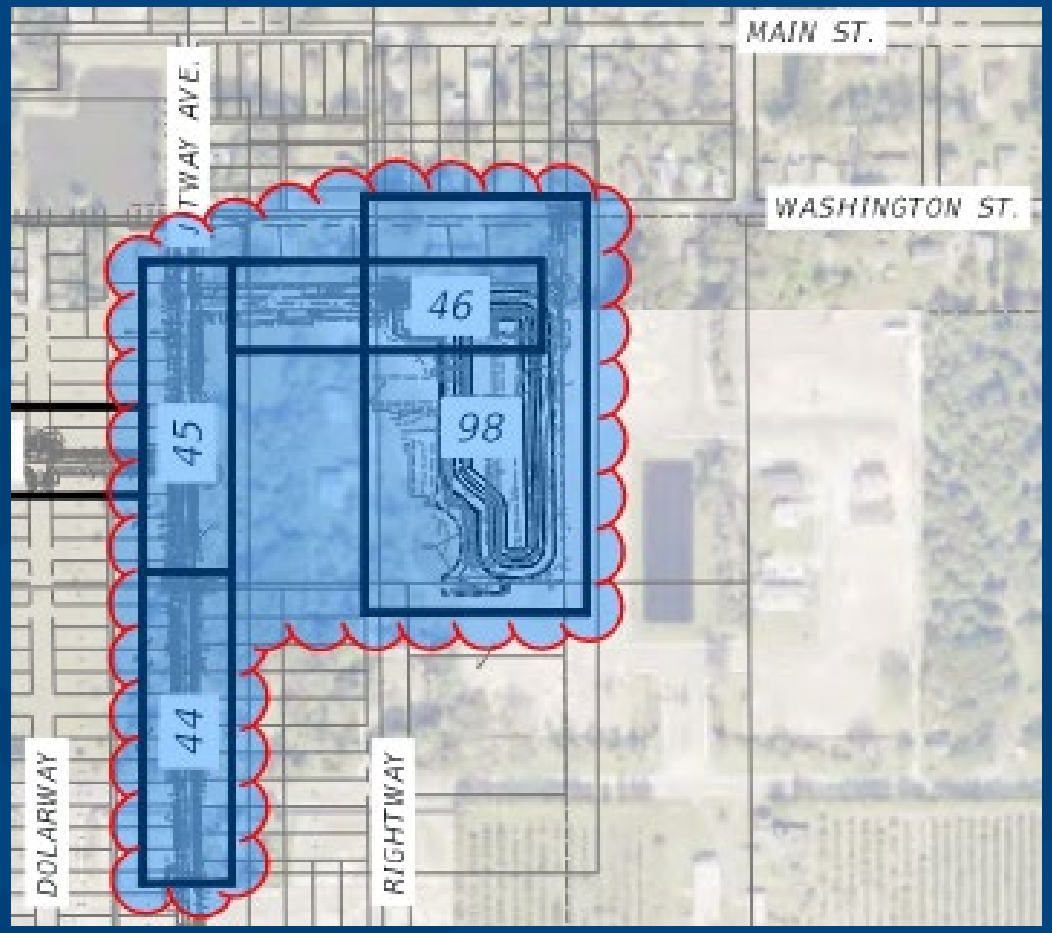
- Jack Ct., Hughey St., Sipes Ave., Dixon Ave. Water St.
- Awarded Contract : $2,413,255.30 (Cathcart)
- Preconstruction Meeting: February 12, 2026
- Estimated Start: March 2026
- Estimated Completion: 1st Quarter 2027



Current Status

Sub Bid Package 1B Construction

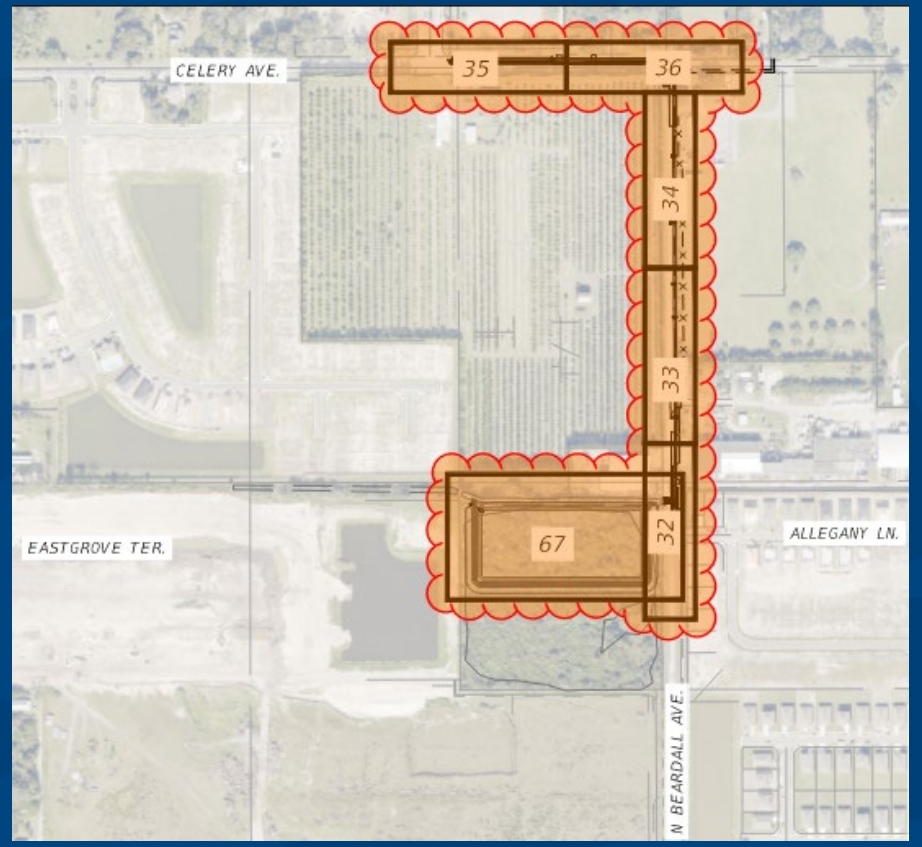
- Jitway Ave. and Elementary School field
- Awarded Contract : $2,627,300.03 (CFE)
- Preconstruction meeting is being scheduled
- Estimated Start: April 2026
- Estimated Completion: 1st Quarter 2027



Current Status

Sub Bid Package 2B
Construction

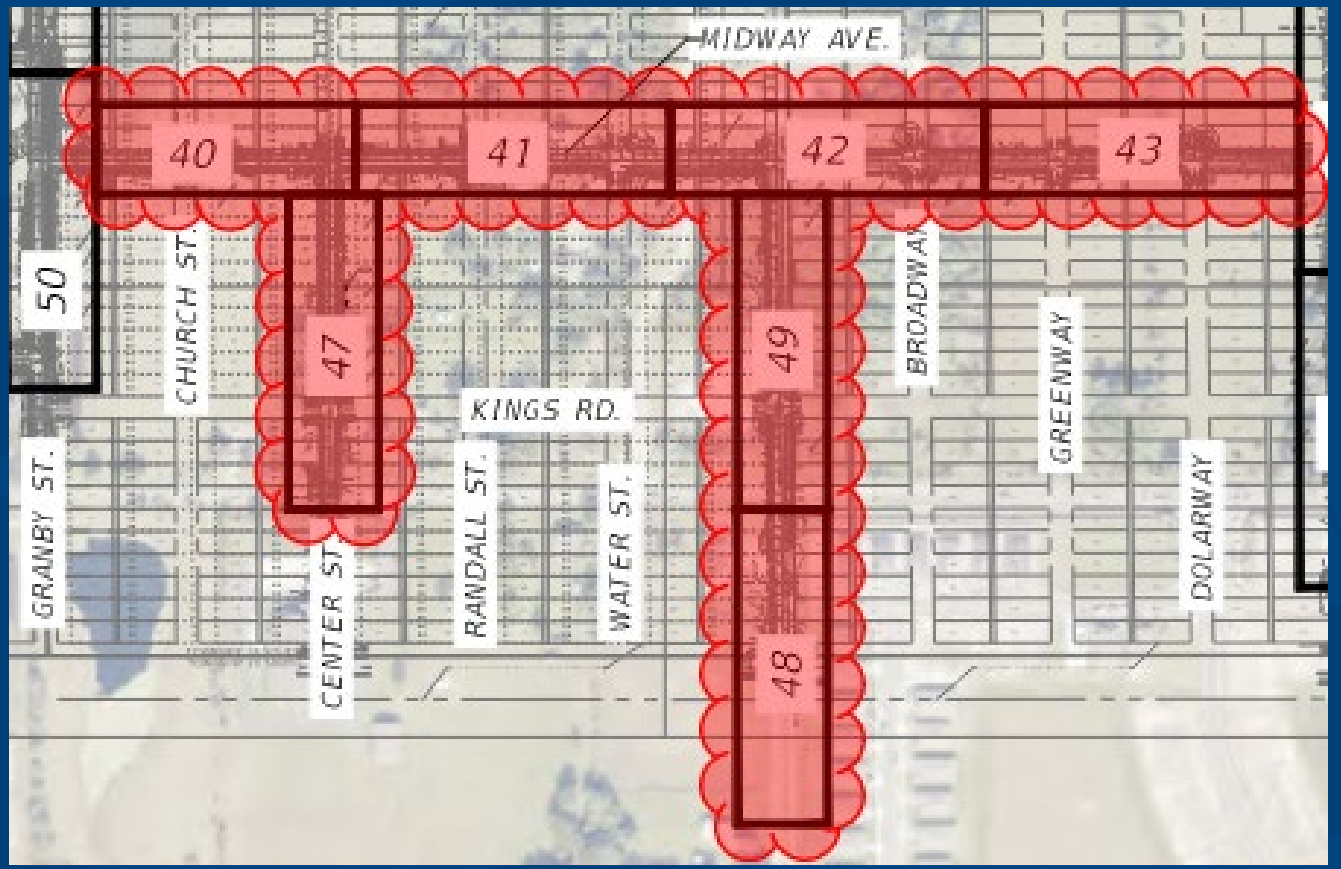
- Beardall Ave., Celery Ave., Hughey/CSX Ditch & Pond
- Awarded Contract : $5,543,338.61 (Southland)
- Preconstruction meeting is being scheduled
- Estimated Start: 3rd Quarter 2026
- Estimated Completion: 4th Quarter 2027



Current Status

Sub Bid Package 1C

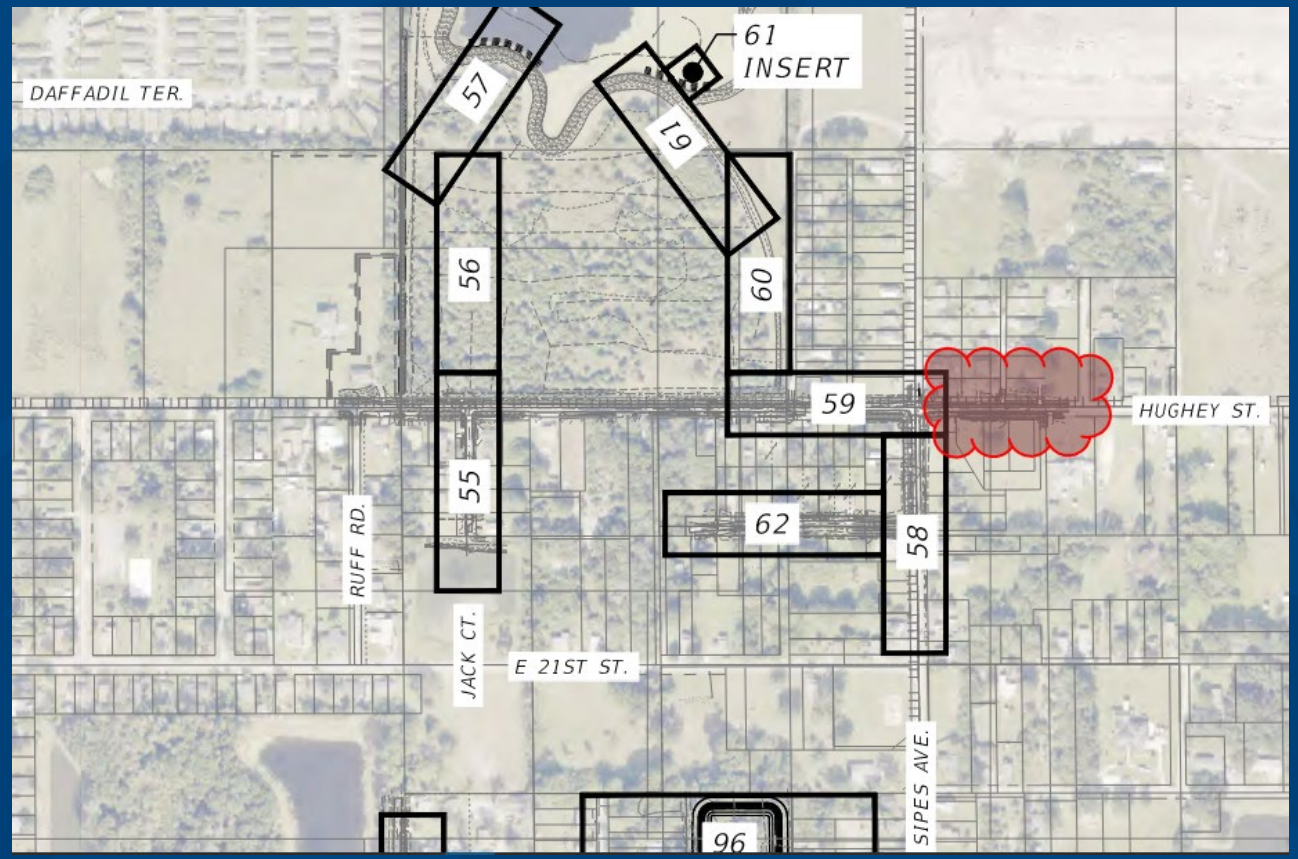
- Design Complete: 100%
- Permit Status: Done
- ROW status: **Acquisition done**
- Bid Package prep.: In-progress
- Construction Cost Estimate: In-progress



Current Status

Sub Bid Package 1E

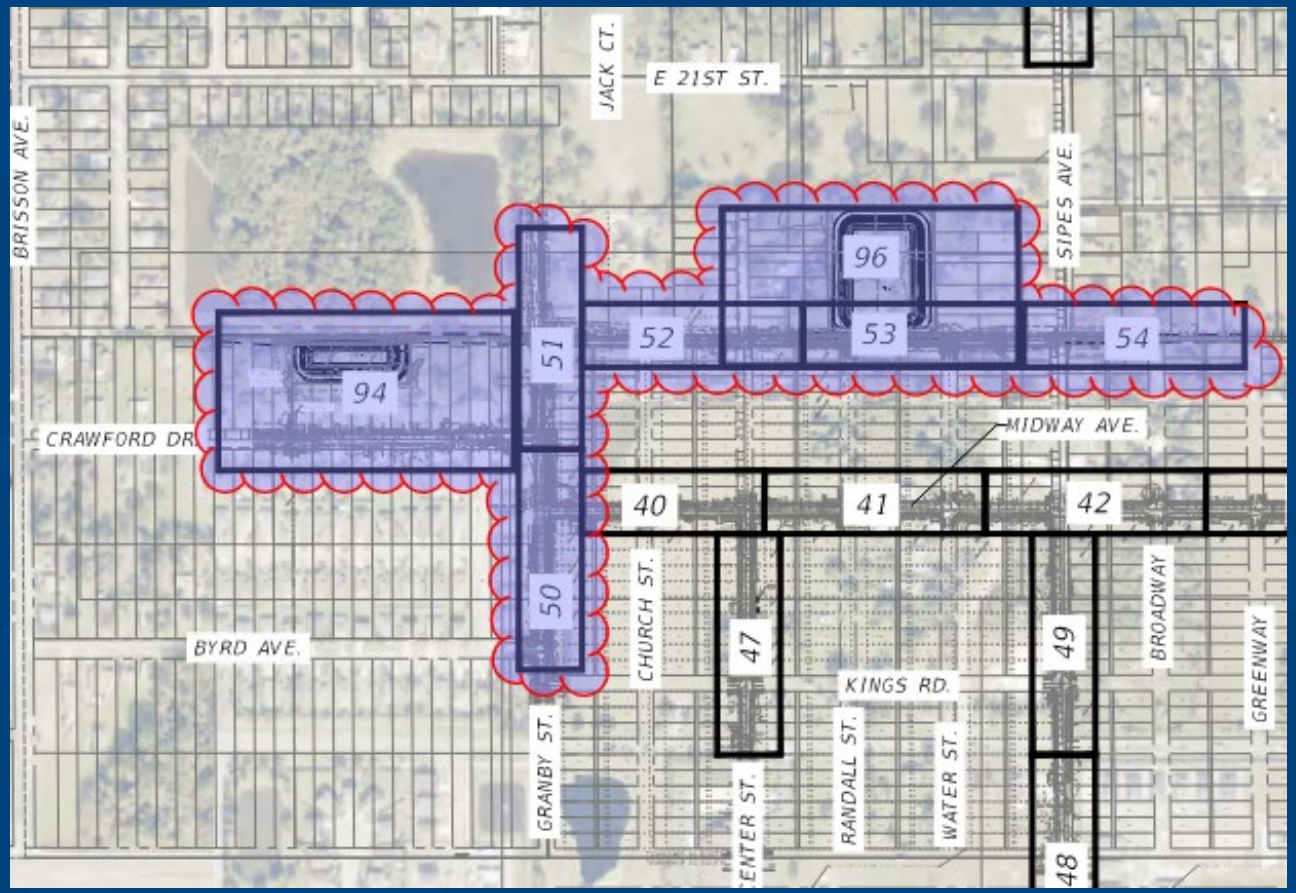
- Design Complete: 95%
- Permit Status: Done
- ROW status: **Acquisition Complete**
- Bid Package Prep.: In-progress
- Construction Cost Estimate: In-progress



Current Status

Sub Bid Package 1D

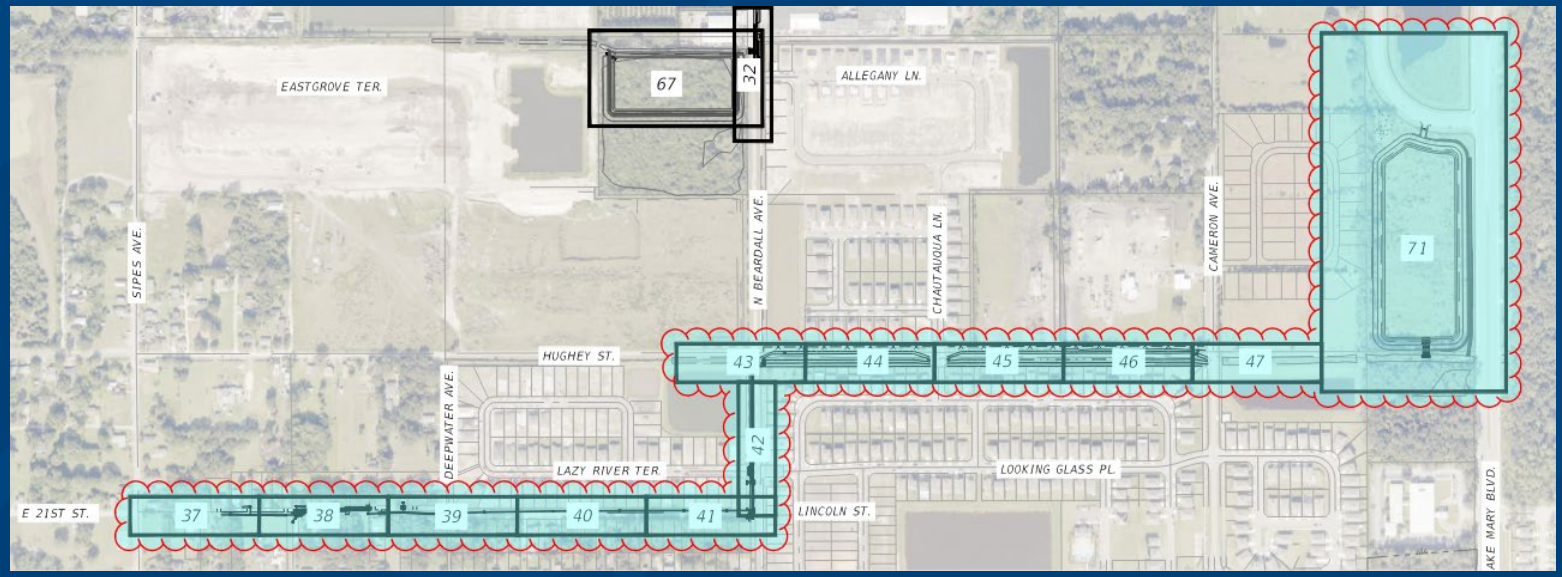
- Design Complete: 100%
- Permit Status: Done
- ROW status: **Acquisition Pending**
- Bid Package Prep.: In-progress
- Construction Cost Estimate: In-progress



Current Status

Sub Bid Package 2A

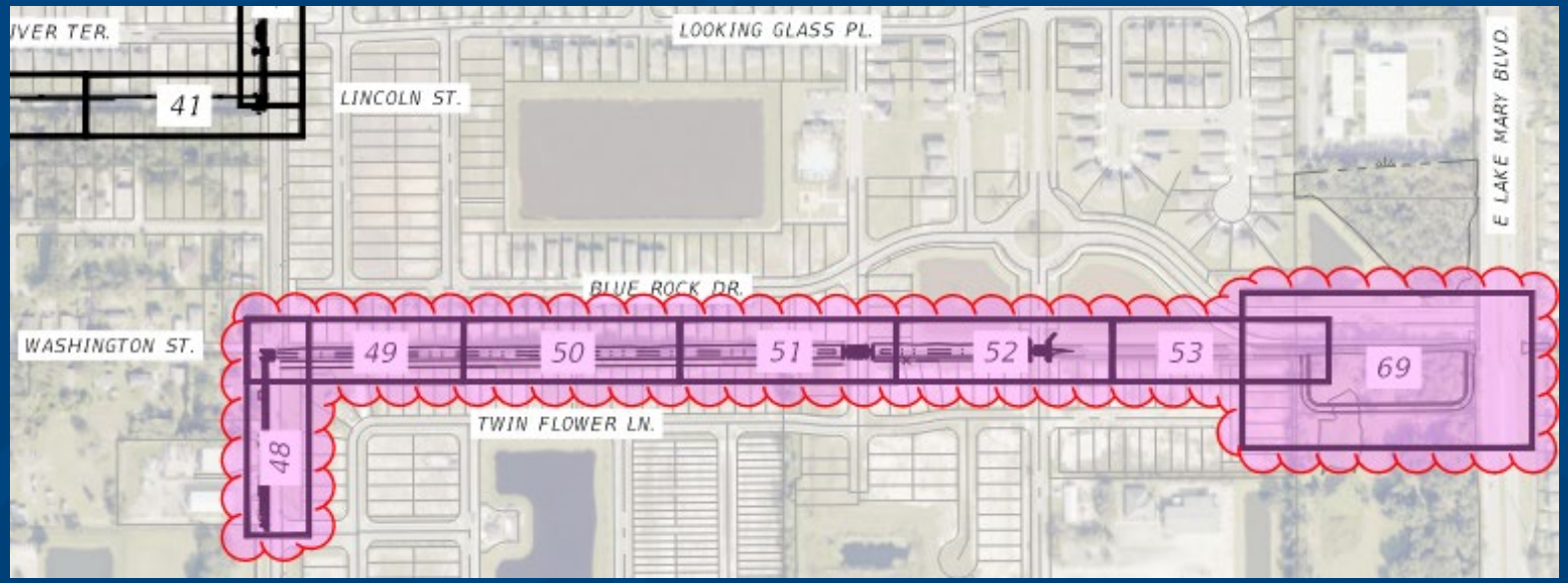
- Design Complete: 100%
- Permit Status: Done
- ROW status: **Acquisition Pending**
- Bid Package prep.: In-progress
- Construction Cost Estimate: In-progress



Current Status

Sub Bid Package 2C

- Design Complete: 100%
- Permit Status: Done
- ROW status: **Acquisition Pending**
- Bid Package: In-progress
- Construction Cost Estimate: In-progress
- **Secured $1.3 Million FDEP grant for this phase**



Next Steps

- Continue preparation of remaining sub-bid package construction documents.
- Construction starts March 2026 (1A), April 2026 (1B), and third quarter 2026 (2B)
- Construction for these bid packages is expected to be complete 1st Quarter 2027 for 1A and 1B and 4th Quarter 2027 for 2B
- Planning Groundbreaking Ceremony
    - March 25, 10 a.m. – 11 a.m., Midway Community Center

Agenda

- Purpose
- Drainage Improvement Project
  - Background
  - Current Status
  - Next Steps
- Destination Trail Project
  - Background
  - Current Status
  - Next Steps

Background

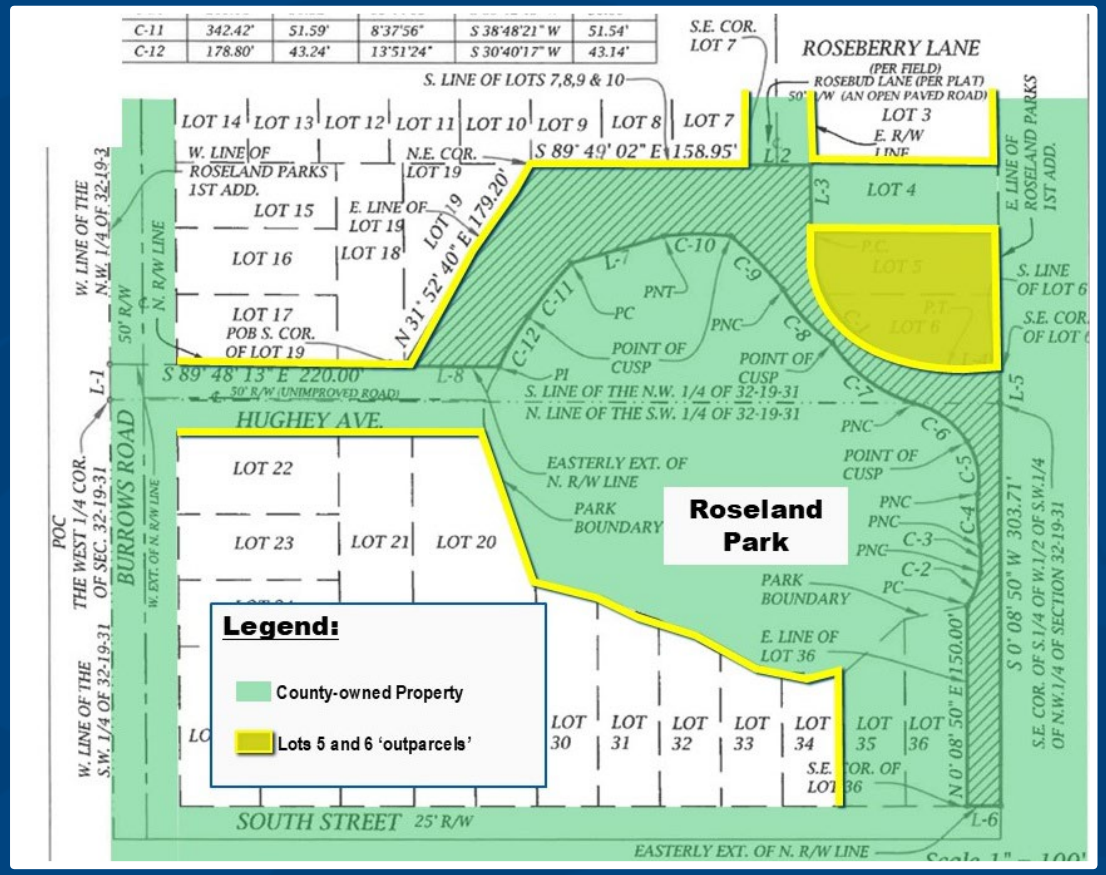
- Identified Trail Loop opportunity in 2022 Countywide Trails Master Plan
- Initial funding provided for conceptual study in 2022/2023
- Created a vision for the project
- Cost estimates established based on vision
- Established a phased approach to the project based on funding availability
- Held public meeting August 22, 2024
- Initiated construction documents development



Current Status

Property Ownership/Jurisdictional Issues:

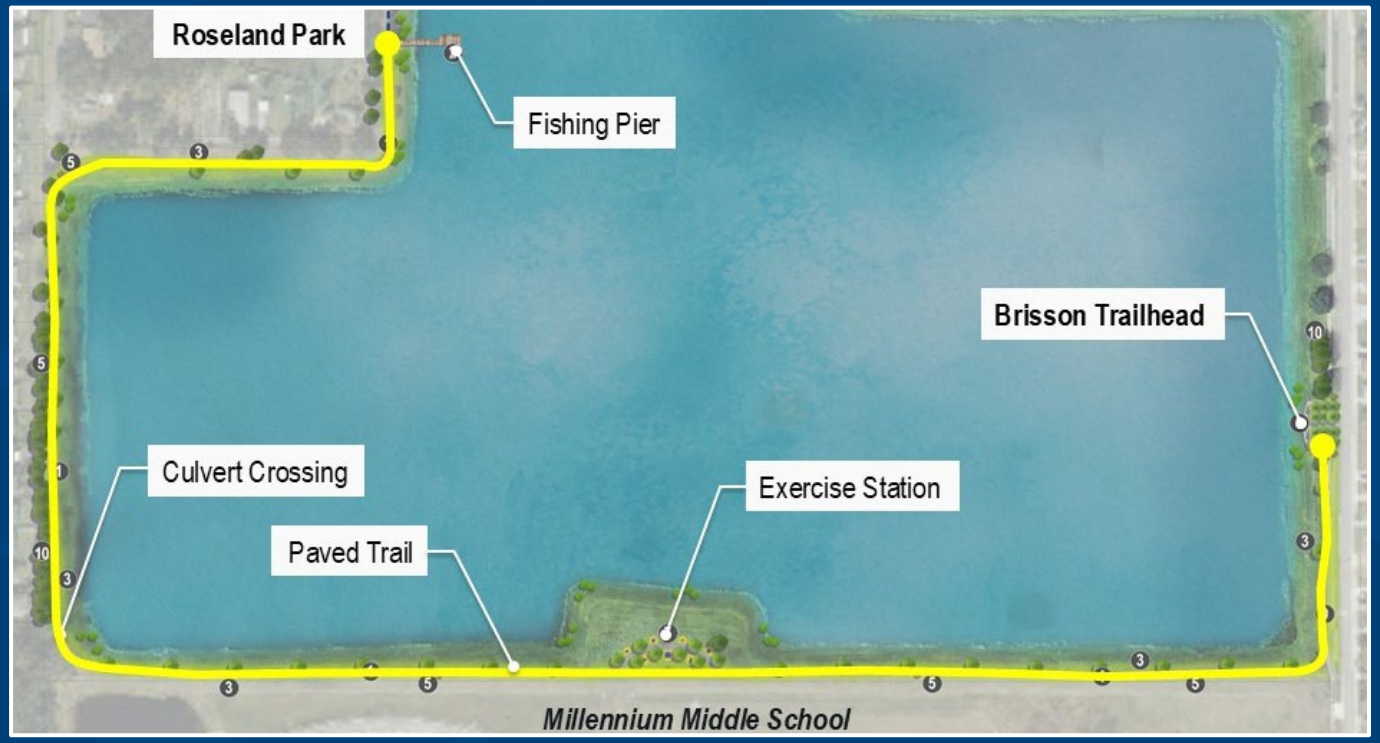
- County obtained southern portion of the lake – transferred from FDOT with approval of School District
- Rezone of consolidated lake property completed
- Roseland Park ‘outparcels’ purchased
- Consolidation of parcels into Roseland Park property boundary underway



Current Status

Destination Trail and Amenities Design:

- **Construction documents at 100%**
  Includes: 1-mile long continuous 10’ wide concrete path; fishing pier at Roseland Park; exercise station; culvert crossing; shade trees; paved plaza at Brisson Ave. trailhead
- CMAR is under contract
- Permitting completed
- Early GMP completed



Next Steps

- Moving forward with final Guaranteed Maximum Price (GMP)
- Present final GMP to BCC for approval/BAR in late spring 2026

Questions

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0590

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-041 in the 2014 Infrastructure Sales Tax Fund to in the net amount of $918,915 of to transfer remaining budget from completed projects for the replacement of the Greenwoods Lakes skating rink, lightning prediction system, and Sports Complex field five scoreboard. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Parks and Recreation

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

BAR 26-041 transfers $898,914.95 in the 11560 - 2014 Infrastructure Sales Tax Fund from four completed Trail Marking projects, Cross Seminole, Seminole Wekiva, Flagler, and Kewannee. The funds will be allocated as follows: $574,414.95 to Project Contingency, $231,000 for the replacement of the countywide lightning prediction system, and $93,500 for resurfacing the Greenwood Lakes roller hockey rink. An additional $20,000 in the 11001 - Tourism Sports 4 & 6 Cent Fund will be reallocated from repair and maintenance to capital equipment for the replacement of the scoreboard at Sports Complex on field five.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-041 in the 2014 Infrastructure Sales Tax Fund to in the net amount of $918,915 of to transfer remaining budget from completed projects for the replacement of the Greenwoods Lakes skating rink, lightning prediction system, and Sports Complex field five scoreboard.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-041**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation/Recreation

Fund(s): 11560-2014 SALES TAX and 11001-SPORTS TOURISM

RM Recommendation	
Dheriot	**6/29/2026**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

BAR 26-041 transfers $898,914.95 in remaining funds from four completed Trail Marking projects. The funds will be allocated to Project Contingency, the replacement of the countywide lightning prediction system, and resurfacing the Greenwood Lakes roller hockey rink. An additional $20,000 will be reallocated from Sports Tourism operating to replace the scoreboard at Sports Complex on field five.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
							Total Sources	-
Expenditure	11560	02604074	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	93,500.00
Expenditure	11560	02604073	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	231,000.00
Expenditure	11560	99999903	560699	00001	PROJECT CONTINGENCY		6999999901	574,414.95
Expenditure	11001	02604076	560630	00001	BUILDING & EQUIPMENT		4600562002	20,000.00
Expenditure	11560	02407095	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(390,478.35)
Expenditure	11560	02407096	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(188,570.62)
Expenditure	11560	02407097	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(268,859.06)
Expenditure	11560	02407098	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(51,006.92)
Expenditure	11001	043834	530460		REPAIRS AND MAINTENANCE		4600109001	(20,000.00)
Expenditure								
							Expenditure Sub-Total	-
Reserve								
							Reserve Sub-Total	-
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

BAR 26-041 BACKUP

	PRIOR YEAR ACTUALS	FY26 CURRENT BUDGET	FY26 ACTUALS	FY26 OPEN ENCUMB	FY26 AVAILABLE	BAR 26-041	AMENDED FY26 BUDGET
02407095 CROSS SEMINOLE TRAIL MARKING							
560650 CONSTRUCTION IN PROGRESS	759,471.65	390,478.35	-	-	390,478.35	(390,478.35)	-
560690 ENGINEERING COSTS	27,353.08	-	-	-	-		-
02407095 CROSS SEMINOLE TRAIL MARKING Total	**786,824.73**	**390,478.35**	**-**	**-**	**390,478.35**	**(390,478.35)**	**-**
02407096 SEMINOLE WEKIVA TRAIL MARKING							
560650 CONSTRUCTION IN PROGRESS	468,739.38	188,570.62	-	-	188,570.62	(188,570.62)	-
560690 ENGINEERING COSTS	364.56	-	-	-	-		-
02407096 SEMINOLE WEKIVA TRAIL MARKING Total	**469,103.94**	**188,570.62**	**-**	**-**	**188,570.62**	**(188,570.62)**	**-**
02407097 FLAGLER TRAIL MARKING							
530460 REPAIRS AND MAINTENANCE	15,928.02	-	-	-	-		-
560650 CONSTRUCTION IN PROGRESS	64,418.92	268,859.06	-	-	268,859.06	(268,859.06)	-
560690 ENGINEERING COSTS	59.09	-	-	-	-		-
02407097 FLAGLER TRAIL MARKING Total	**80,406.03**	**268,859.06**	**-**	**-**	**268,859.06**	**(268,859.06)**	**-**
02407098 KEWANNEE TRAIL MARKING							
560650 CONSTRUCTION IN PROGRESS	15,125.08	51,006.92	-	-	51,006.92	(51,006.92)	-
560690 ENGINEERING COSTS	15.25	-	-	-	-		-
02407098 KEWANNEE TRAIL MARKING Total	**15,140.33**	**51,006.92**	**-**	**-**	**51,006.92**	**(51,006.92)**	**-**
02604073 CW LIGHTNING PREDICTION SYS							
560650 CONSTRUCTION IN PROGRESS	-	-	-	-	-	231,000.00	231,000.00
02604073 CW LIGHTNING PREDICTION SYS Total	**-**	**-**	**-**	**-**	**-**	**231,000.00**	**231,000.00**
02604074 GREENWOOD LAKES HOCKEY RINK							
560650 CONSTRUCTION IN PROGRESS	-	-	-	-	-	93,500.00	93,500.00
02604074 GREENWOOD LAKES HOCKEY RINK Total	**-**	**-**	**-**	**-**	**-**	**93,500.00**	**93,500.00**
99999903 PROJECT CONTINGENCY - 11560							
560650 CONSTRUCTION IN PROGRESS	-	870,610.00	-	-	870,610.00	-	870,610.00
560699 PROJECT CONTINGENCY	-	4,057,374.14	-	-	4,057,374.14	574,414.95	4,631,789.09
99999903 PROJECT CONTINGENCY - 11560 Total	**-**	**4,927,984.14**	**-**	**-**	**4,927,984.14**	**574,414.95**	**5,502,399.09**
Grand Total	***1,351,475.03***	***5,826,899.09***	**-**	**-**	***5,826,899.09***	**-**	***5,826,899.09***

File Number: 2026-0580

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-040 in the 2001 Infrastructure Sales Tax Funds to transfer funding in the amount of $491,958 of existing budget for the Milton NRCS Lockhart Smith Canal/Cassel Creek Project. District4 - Lockhart & District5 - Herr (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

The Milton NRCS Lockhart Smith Canal/Cassel Creek Project (CIPs#02607053; 02507058) includes the stabilization of streams and canal banks at Lockhart Smith Canal and Cassel Creek which were significantly impacted by Hurricane Milton. The improvements are intended to restore the canals, prevent further erosion, protect adjacent infrastructure, and improve resilience during future storm events. Work includes reshaping canal banks and bottoms to restore proper drainage and flow, installing erosion protection measures such as riprap, concrete block mats, sheet pile walls, and other stabilization features where needed, and placing turf reinforcement matting and sod for long-term stabilization. Additional work includes improvements to existing drainage infrastructure, temporary water diversion during construction, monitoring of nearby structures, utility coordination, and implementation of erosion and sediment control measures.

The County received a federal grant from the US Department of Agriculture to not exceed $12.4M to cover construction costs at Cassel Creek ($3.0M), Lockhart Smith ($2.6M) and Debris clean up ($6.8M). The debris portion of this project and the Cassel Creek construction are currently funded with this grant with $2.5M available to fund

Lockhart Smith Canal construction. The current bid for construction for Lockhart Smith is $2.7M with Prime Construction Group, in addition, another $137K is needed for CEI Services for Cassel Creek and Lockhart Smith Canal.

Public Works is requesting to reallocate 491K in 2001 Infrastructure Sales Tax contingency funds to cover the deficit to fund the construction contract for Lockhart Smith Canal, additional CEI Services and contingency. Contingency funds are currently budgeted at $2.3M. A cost table is attached.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-040 in the 2001 Infrastructure Sales Tax Funds to transfer funding in the amount of $491,958 of existing budget for the Milton NRCS Lockhart Smith Canal/Cassel Creek Project.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-040**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 11541 2001 SALES TAX FUND/11916 PW GRANTS

RM Recommendation	
S.CARRICK	6/24/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

TO SUPPLEMENT GRANT FUNDING FOR THE MILTON NRCS CASSEL CREEK/LOCKHART SMITH CANAL PROJECT.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
						Total Sources		-
Expenditure	11916	02507058	530340		OTHER SERVICES		3400380002	(654,801)
Expenditure	11916	02507058	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(519,725)
Expenditure	11916	02507058	560652	00001	CEI SERVICES		6529999901	653,677
Expenditure	11916	02507058	560680	00001	DESIGN		6809999901	520,849
Expenditure	11541	99999902	560699	00001	PROJECT CONTINGENCY		6999999901	(491,958)
Expenditure	11541	02607053	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	491,958
Expenditure								
Expenditure								
						Expenditure Sub-Total		-
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

COST TABLE - BTR 26-040
NRCS MILTON LOCKHART SMITH

BUDGET DETAILS	NRCS MILTON GRANT (CIP#02507058)	NRCS MILTON - LOCKHART/CASSEL CREEK 1ST GEN (CIP#)	2ND GEN PROJECT CONT (CIP#99999902)
PRIOR YEAR EXPENDITURES	2,933,903	-	-
FY26 CURRENT EXPENSES/ENCUMB	8,215,242	-	-
FY26 CURRENT BUDGET	10,757,277	-	2,327,866
AVAILABLE FUNDING	2,542,035	-	2,327,866
PROPOSED BAR 26-040	-	491,958	(491,958)
AMENDED FY26 AVAILABLE	2,542,035	491,958	1,835,908
TOTAL PROJECT COST	13,691,181	491,958	1,835,908
CURRENT AVAILABLE GRANT FUNDS	2,542,035		
CONSTRUCTION CONTRACT(PRIME) FOR LOCKHART SMITH	2,696,232		
CEI SERVICES/OTHER REQUIREMENT NEEDED	137,761		
TOTAL REQUEST	*2,833,993*		
TOTAL AVAILABLE GRANT FUNDS	291,958		
CONTINGENCY	200,000		
TOTAL BAR REQUEST	*491,958*		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0577

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-038 in the 2024 Infrastructure Sales Tax Fund to transfer $175,000 from reserves for replacement of the cremation unit at Animal Services. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Emergency Management

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Amirah Evanovich/407-665-7163

Background:

The Seminole County Animal Services Division operates a high-capacity animal cremation facility that provides dignified disposition services for animals euthanized due to illness, injury, disease, and other medical conditions.

The current cremation unit has been in operation for more than 20 years and has reached the end of its useful service life. Replacement of the unit is necessary to ensure continued, reliable operation and compliance with animal welfare and environmental standards.

2024 Infrastructure Sales Tax Fund Reserves are currently budgeted at $34 million.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-038 in the 2024 Infrastructure Sales Tax Fund to transfer $175,000 from reserves for replacement of the cremation unit at Animal Services.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-038**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management / Animal Services

Fund(s): 11580 - 2024 Infrastructure Sales Tax Fund

RM Recommendation	
A. Evanovich	6/18/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

To transfer $175,000, in the 2024 Infrastructure Sales Tax Fund, from reserves for the replacement of the creamation unit at Animal Services.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11580	02610040	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	175,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	175,000.00
Reserve	11580	999980	599994		RESERVE FOR CAPITAL		9949999901	(175,000.00)
Reserve								
							Reserve Sub-Total	(175,000.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

File Number: 2026-0520

Title:

Approve and authorize the Chairman to execute the Donation Agreement for Markham Trailhead Pavilion between Seminole County and Big Nova Foundation. District5 - Herr **(Richard Durr, Parks & Recreation Director)**

Division:

Parks and Recreation - Greenways and Natural Lands

Authorized By:

Richard E. Durr, Jr., CPRP, AICP, PLA

Contact/Phone Number:

William Pandos/407-665-2173

Background:

The Big Nova Foundation, a Florida nonprofit organization, desires to fund the construction and donation of a recreational pavilion and related improvements at the Seminole Wekiva Trail Markham Trailhead. The Big Nova Foundation has previously supported community-focused recreation efforts across Seminole, Orange, and Volusia counties, selecting projects that provide meaningful public benefit. While SORBA was instrumental in initiating the inquiry for the pavilion and previously played a key role in assisting with the construction of the pump track at this trailhead, the pavilion project itself is being fully funded by the Big Nova Foundation. SORBA contacted The Big Nova Foundation, who agreed that the pavilion would serve as an important enhancement given the trailhead's growing use.

Since the trailhead's establishment in 2001, the Markham Trailhead has evolved into a major activity hub. The paved trail has expanded northward to connect with Lake County, contributing to an average of more than 4,000 monthly visitors. The skills park continues to attract cyclists for training, SORBA group activities, family gatherings, and birthday parties. Despite this high level of use, the only current shelter from sun and inclement weather is the small overhang at the restroom facility. The Big Nova Foundation identified this need and proposed the pavilion to provide a safe, shaded, and functional space for trail users, particularly cyclists seeking refuge during weather

events, rest from heat, or a designated gathering area.

County staff and The Big Nova Foundation's representative met with Florida State Parks on June 4th to review the proposed improvements. State Parks is fully in support of the project and has initiated the process of obtaining written permission from Tallahassee, as required under the existing agreement between the County and the State.

The County desires to accept the donation of the project subject to the terms and conditions set forth in the Donation Agreement, including the County's review, inspection, and acceptance of the complete improvements.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Donation Agreement for Markham Trailhead Pavilion between Seminole County and Big Nova Foundation.

DONATION AGREEMENT
FOR MARKHAM TRAILHEAD PAVILION

THIS DONATION AGREEMENT ("Agreement") is dated as of the _____ day of _____ 20_____, ("Effective Date") by and between **BIG NOVA FOUNDATION**, a Florida nonprofit organization, whose address is 312 W 1st Street Unit 505 Sanford, Florida 32771, in this Agreement referred to as "DONOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, DONOR desires to fund the construction and donation of a recreational pavilion and related improvements to be located at the Seminole Wekiva Trail Markham Trailhead located at 8515 Markham Road, Lake Mary, Florida (the "Project"); and

WHEREAS, the Project is intended to enhance public recreational opportunities and amenities available to users of the Seminole Wekiva Trail and surrounding public lands; and

WHEREAS, the COUNTY desires to accept the donation of the Project subject to the terms and conditions set forth herein, including the County's review and acceptance of the completed improvements; and

WHEREAS, the parties acknowledge that the Project site is located within property subject to a sublease agreement between the Florida Department of Environmental Protection and Seminole County, and that all improvements remain subject to applicable State approvals and requirements; and

WHEREAS, as further consideration for the donation of the Project, the COUNTY agrees to provide certain support for the Project, including payment of applicable plan review fees, permit fees, and impact fees associated with the Project, construction of a sidewalk connection to the

pavilion, and ongoing maintenance of the completed improvements following acceptance by the COUNTY.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and DONOR agree as follows:

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

Section 2. Project. Donor agrees to fund the construction and donation of a pavilion and related improvements at the Seminole Wekiva Trail Markham Trailhead located at 8515 Markham Road, Lake Mary, Florida, as more particularly described in the project scope and specifications attached to this Agreement as Exhibit A and incorporated into this Agreement by reference. The Project and all associated improvements shall remain subject to review and approval by the COUNTY and any other governmental agencies having jurisdiction, including the Florida Department of Environmental Protection, if applicable. In the event of any inconsistency between Exhibit A and this Agreement, this Agreement shall control.

Section 3. DONOR Responsibilities.

(a) DONOR shall be solely responsible for funding all costs associated with the design, engineering, construction, installation, delivery, and completion of the Project, including all contractor, subcontractor, supplier, consultant, labor, material, equipment, and related project costs, except those obligations expressly assumed by the County pursuant to Section 4 of this Agreement.

(b) DONOR shall be solely responsible for the solicitation, selection, engagement, direction, coordination, supervision, and payment of all contractors, subcontractors, suppliers, engineers, consultants, and other persons or entities performing work or services related to the Project. Nothing herein shall be construed to create a contractual relationship between the

COUNTY and any contractor, subcontractor, supplier, engineer, consultant, or other party engaged by DONOR, nor shall this Agreement be construed as obligating the COUNTY to procure, manage, supervise, control, or construct the Project.

(c) DONOR shall ensure that all contractors and subcontractors performing the work on the Project are properly licensed and insured in accordance with applicable Florida law. Prior to commencement of construction, DONOR shall provide the COUNTY with proof of commercial general liability insurance, workers' compensation insurance, and any other insurance reasonably required by the COUNTY, and Seminole County shall be included as an additional insured under applicable liability policies. A copy of the insurance requirements is attached to this Agreement as Exhibit B and incorporated into this Agreement by reference.

(d) DONOR shall cause the Project to be constructed in compliance with all applicable federal, state, and local laws, codes, regulations, permit conditions, accessibility requirements, and approved plans.

(e) Prior to commencement of construction, DONOR shall provide the COUNTY with copies of all applicable plans, specifications, permits, contractor information, and other documentation reasonably requested by the COUNTY.

(f) DONOR shall be responsible for maintaining the Project site in a safe condition during construction and shall be responsible for any damage caused by DONOR or DONOR's contractors, subcontractors, suppliers, or agents in connection with the Project prior to the COUNTY's acceptance of the Project pursuant to this Agreement.

(g) DONOR shall execute and deliver to the COUNTY an affidavit of compliance as required by section 787.06(14), Florida Statutes, concurrently with the execution of this Agreement. A copy of the required affidavit is attached to this Agreement as Exhibit C.

Section 4. COUNTY Responsibilities.

(a) Subject to applicable law and governmental approval requirements, the COUNTY agrees to pay applicable plan review fees, permit fees, and impact fees associated with the Project, and to construct a sidewalk connection from the existing trail to the pavilion area. Following acceptance of the Project pursuant to Section 6, the COUNTY shall maintain the completed Project improvements for so long as the COUNTY owns, operates, or controls the Project site. Except as expressly stated herein, the COUNTY shall have no obligation to fund, reimburse, manage, supervise, or construct the Project.

Section 5. Review and Approval. The COUNTY shall have the right to review and approve all final plans, specifications, and material modifications to the Project, which approval shall not be unreasonably withheld, conditioned, or delayed. The COUNTY shall further have the right, but not the obligation, to inspect the Project during construction to confirm compliance with the approved plans and applicable requirements. Any material deviation from approved plans or specifications shall require prior written approval from the COUNTY.

Section 6. Acceptance of Project.

(a) Upon completion of the Project, DONOR shall notify the COUNTY in writing and request final inspection.

(b) The Project shall not be deemed accepted by the COUNTY until the COUNTY has completed a final inspection and issued written acceptance of the Project.

(c) Prior to acceptance, all risk of loss, damage, defects, or noncompliance shall remain with DONOR.

(d) The COUNTY may require correction of any defective, incomplete, unsafe, or nonconforming work prior to acceptance.

(e) Upon written acceptance by the COUNTY, ownership of the completed Project improvements shall automatically vest in Seminole County without further action by either party.

Section 7. Indemnification of COUNTY. To the fullest extent permitted by law, DONOR shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, reasonable attorney fees, and lawsuits for damages arising from, or related to the construction activities performed by or on behalf of DONOR. Nothing herein shall be deemed a waiver of sovereign immunity or the limits of liability set forth in section 768.28, Florida Statutes.

Section 8. Compliance with State Property Requirements. The parties acknowledge that the Project site is located on property subject to a sublease agreement involving the Florida Department of Environmental Protection. DONOR agrees that all work performed pursuant to this Agreement shall comply with all applicable requirements, approvals, restrictions, and conditions imposed by FDEP and any applicable sublease or park management requirements. A copy of the sublease between Seminole County and FDEP is attached hereto as Exhibit D and incorporated into this Agreement by reference.

Section 9. Project Issues and Corrective Action. If the COUNTY reasonably determines that the Project is not being performed in accordance with this Agreement, applicable law, approved plans, permit requirements, or applicable safety standards, the COUNTY shall provide written notice to DONOR identifying the issue(s) requiring corrective action. DONOR and COUNTY shall work in good faith to address and resolve such issues within a reasonable period of time. If the COUNTY determines that continuation of the Project presents an immediate threat to public safety or public property, the COUNTY may require construction activities to be temporarily suspended until the issue is resolved to the COUNTY's reasonable satisfaction.

Section 10. Termination. The COUNTY may terminate this Agreement upon written notice to DONOR if: (a) the Project is abandoned or substantially discontinued for an unreasonable period of time; (b) required governmental approvals are denied, revoked, or rendered unattainable; (c) DONOR is unable or unwilling to substantially comply with the material requirements of this Agreement following written notice and a reasonable opportunity to cure; or (d) the COUNTY reasonably determines that continuation of the Project is no longer feasible, appropriate, or in the public interest due to safety concerns, site conditions, legal requirements, or other circumstances beyond the COUNTY's reasonable control.

Section 11. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Parks and Recreation
Bill Pandos
100 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Attorney's Office
1101 E. First Street
Sanford, FL 32771

For DONOR:

312 W 1st Street
Unit 505
Sanford, Florida 32771

Section 12. Assignment. Neither this Agreement nor any interest in it may be assigned or transferred under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 13. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 14. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 15. Public Records Law.

(a) DONOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. DONOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Any related records to this Agreement may constitute public records subject to disclosure unless exempt by law.

Section 16. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and

venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 17. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

[Balance of page intentionally left blank, signatory page to follow.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

_____
SIGNATURE

_____
PRINTED NAME

_____
SIGNATURE

_____
PRINTED NAME

BIG NOVA FOUNDATION

By: _____
SARAH ASMA, Executive Director

Date: _____

[Balance of page intentionally left blank, signatory page to follow.]

NOT FOR EXECUTION

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:

- Exhibit A: Project Scope and Specifications
- Exhibit B: Insurance Requirements
- Exhibit C: 787.06(14) Noncoercion Affidavit
- Exhibit D: Sublease between FDEP & County

GLK/kly
5/15/26 5/18/26
T:\Users\Legal Secretary CSB\Library&Leisure Services\2026\Markham Pavilion Donation May15(26).docx

EXHIBIT A

- **Seminole Wekiva Trail-Markham Trailhead Pavilion**
  - 8515 Markham Rd, Lake Mary, Fl 32746

- This project will be donated to Seminole County through Big Nova Foundation.
- Please see attached letter from Big Nova showing support for this project
- Draw and payment procedure. Seminole County and Big Nova will enter into an agreement stating exactly items that will be paid for by Big Nova and how payments will be dispersed.
- Big Nova will pay funds for exact amount per written and engineered approved quotes from Nu-Wave(concrete contractor) and Specialty Marine Contractors, Inc.(Pavilion builder).
- Since facility will be donated to Seminole County, Big Nova requests the following items will be waived or supplied by the county.

1. Plan review fees (waived)
2. Permit Fees (waived)
3. Impact Fees (waived)
4. Sidewalk from paved trail to pavilion (Supplied)
5. Minimum four picnics tables plus one ADA approved picnic table. (Supplied)
6. Tree trimming (Supplied)
7. Electric supply with secured/lockable110V outlet (Supplied)
8.)One 3/4" water source (Supplied)

Pavilion Specifics

24'x24' PT wood pavilion with 4' overhang/10' header/Painted galvanized standing seam roof deck, 32'x32' outer dimension.

- Contract shall state time of completion beginning date of permit approval shall not exceed 180 days based on scope of work.
- Location of Pavilion will be based on maintaining 5' clearance from east edge of actual drainfield which is shown as 30'(North to South) x 32'(East to West) on the drawings labeled "Seminole Trail Construction Plans Markham Trail Head, PS-505/WPI No.5127274/FDOT State Project No. 77000-3607 with a review date by Seminole County of July12,2004. This drawing is incorrect for location of drainfield; per inspection holes dug to find correct location of drainfield.
- Maintain 25' clearance from Gopher Tortoise Burrow located to the Southeast of the pavilion.
- Proposed dimensions of the concrete slab of the pavilion will be 32'X32'.
- Engineered plans will be submitted to Seminole County for review and approval of the foundation and open sided structure.
-
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-
-
-
-

BIG NOVA

In 2023, after selling our long-time Sanford based company, our family created the Big Nova Foundation to continue our philanthropic work in the community. Through the past two-years we have been supporting organizations based in Central Florida, particularly our home county and city. Our mission includes conserving Central Florida's natural spaces and building stronger communities.

We were approached by the Southern Off-Road Bicycle Association with a request to help provide funding to build a pavilion at Markham Woods Park in Seminole County. We would love to support the building of this project financially and remove any financial barrier from its successful completion. The organization intends to oversee the construction of the project upon approval from the necessary County and City officials.

It is our hope that acknowledging our intent to financially support the project, would help fast track its approval. If you have any questions or would like to discuss in further detail, please feel free to reach out.

Sincerely,

Sarah Asma

Executive Director, Big Nova Foundation

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

MARKHAM TRAILHEAD PAVILION

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit X ~~

EXHIBIT C

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

BIG NOVA FOUNDATION CORP, a
Florida Not for Profit Corporation

_____ By:_____
Witness THOMAS MOORE, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

[*Balance of this page left intentionally blank*]

EXHIBIT D

PNS1

SUBLEASE AGREEMENT
Between
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF RECREATION AND PARKS
And
SEMINOLE COUNTY

Sublease Number 2386-01

THIS SUBLEASE AGREEMENT, hereinafter referred to as "sublease," is made and entered into this 24th day of FEBRUARY, 2003, ~~2002~~, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS hereinafter referred to as "SUBLESSOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "SUBLESSEE".

WITNESSETH:

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TRUSTEES) and is currently managed by SUBLESSOR under TRUSTEES' Lease No. 2386.

2. DESCRIPTION OF PREMISES: The property subject to this sublease, is situated in the Seminole County, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".

3. TITLE DISCLAIMER: SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.

SUBLEASE TERM: The term of this sublease shall be coterminous with the term of a certain Lease Agreement entered into on September 15, 1969, between the TRUSTEES and SUBLESSOR, unless sooner terminated pursuant to the provisions of this sublease.

4. PURPOSE: SUBLESSEE shall manage the subleased premises and use exclusively to place a trailhead facility on the subleased premises to provide recreational and educational services to the community.

5. CONFORMITY: This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated October 6, 1969, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES shall be void and without legal effect.

8. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE for purposes of determining compliance with this sublease.

9. PLACEMENT OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Prior to clearing and grubbing, the Park Manager shall be notified and his/her approval shall be received. Further, no major land alteration done by SUBLESSEE without the prior written approval of SUBLESSOR.

10. LIABILITY. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. For the purpose of liability, SUBLESSOR and SUBLESSEE are covered by the provisions of Section 768.28, Florida Statutes, as may be amended from time to time, and this Agreement shall not be deemed or construed as an indemnity or a waiver of sovereign immunity by either party.

11. PAYMENT OF TAXES: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that result from SUBLESSEE'S use and possession of the subleased premises or to the improvements constructed thereon by SUBLESSEE, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

12. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

13. TIME: Time is expressly declared to be of the essence of this sublease.

14. BINDING EFFECT AND INUREMENT: This sublease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this sublease or any interest therein by SUBLESSEE.

15. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

16. UTILITY FEES: SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

17. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the sublease-hold interest of SUBLESSSEE by reason of any such exploration and recovery operations.

19. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Department of Environmental Protection
Division of Recreation and Parks
Wekiwa Springs State Park
1800 Wekiwa Circle
Apopka, Florida 32712
Attention: Park Manager

SUBLESSEE: Seminole County
County Services Building
1101 East First Street
Sanford, Florida 32771
Attention: Library and Leisure Services Manager

20. DAMAGES TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this SUBLEASE, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376

and 403, Florida Statues, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSOR'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not construed as a limitation upon SUBLESSEE'S obligations regarding payment of costs and fees nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

21. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least one year prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through the execution of a release of sublease instrument with the same formality as this sublease.

Upon termination or expiration of this sublease, the removable equipment and removable improvements placed on the subleased premises by SUBLESSEE that have not become a permanent part of the subleased premises and are desired not by SUBLESSOR, shall be removed by SUBLESSEE, at its sole cost and expense, within six (6) months after the termination and expiration of this sublease. Further, SUBLESSEE shall restore the subleased premises to substantially the same condition it was upon the effective date of this sublease.

22. BREACH OF COVENANTS TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give SUBLESSEE written notice to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the

satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees.

23. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

24. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

25. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

26. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

28. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

29. SUBSUBLEASES: This sublease is for the purposes specified herein and any subleases of any nature are expressly prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any sublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

30. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

31. DAMAGES: The SUBLESSEE is responsible for any damage to or destruction of any property belonging to the SUBLESSOR, which results from the SUBLESSEE'S use

of the subleased premises. The SUBLESSEE shall promptly repair or replace any damage or destroyed property to the satisfaction of the SUBLESSOR. The SUBLESSOR is responsible for any damage to or destruction on any property belonging to the SUBLESSEE, which results from the SUBLESSOR'S use of the subleased premises. The SUBLESSOR shall promptly repair or replace any damage or destroyed property to the satisfaction of the SUBLESSEE.

32. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

34. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

35. VENUE PREVILEGES: SUBLESSOR and SUBLESSEE agree that SUBLESSOR has venue privilege as to any litigation arising from matters relating to this sublease. Any such litigation between SUBLESSOR and SUBLESSEE shall be initiated and maintained only in Leon County, Florida.

36. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

1. SUBLESSEE shall allow members of the public who use the adjoining state park property to also use the SUBLESSEE'S access facilities.
2. SUBLESSEE acknowledges SUBLESSOR'S need to conduct resource management activities, which include but are not limited to prescribed fire, exotic plant and animal removal, and shall take no action to interfere with these activities.
3. SUBLESSEE agrees to provide adjoining state park personnel unlimited access to the subleased premises for managing the park, including but not limited to, accessing water for filling fire equipment for prescribed burns or wildfires.
4. SUBLESSEE shall provide public access to the subleased premises during SUBLESSEE'S trailhead operating hours. SUBLESSEE agrees to lock restroom facilities after normal operating hours, and ensure that the trailhead facility is routinely patrolled by law enforcement personnel during and after normal operating hours.
5. SUBLESSEE shall coordinate with and obtain approval of the Park Manager before undertaking any construction, maintenance, or repair activity in the subleased premises.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement on the day and year aforementioned.

SEMINOLE COUNTY
a political subdivision of the State of Florida

Francine A. Newborg
Witness

Francine A. Newborg
Print/Type Witness Name

Dianne Eswine
Witness

DIANNE ESWINE
Print/Type Witness Name

By: _____ SEAL

DARYL G. McLAIN
Print/Type Name

Title: CHAIRMAN

"SUBLESSEE"

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of January, 2002, by Daryl G. McLain as Chairman, Seminole County, a political subdivision of the State of Florida. He/she is personally known to me.

Diana Harper Merkt
Notary Public, State of Florida

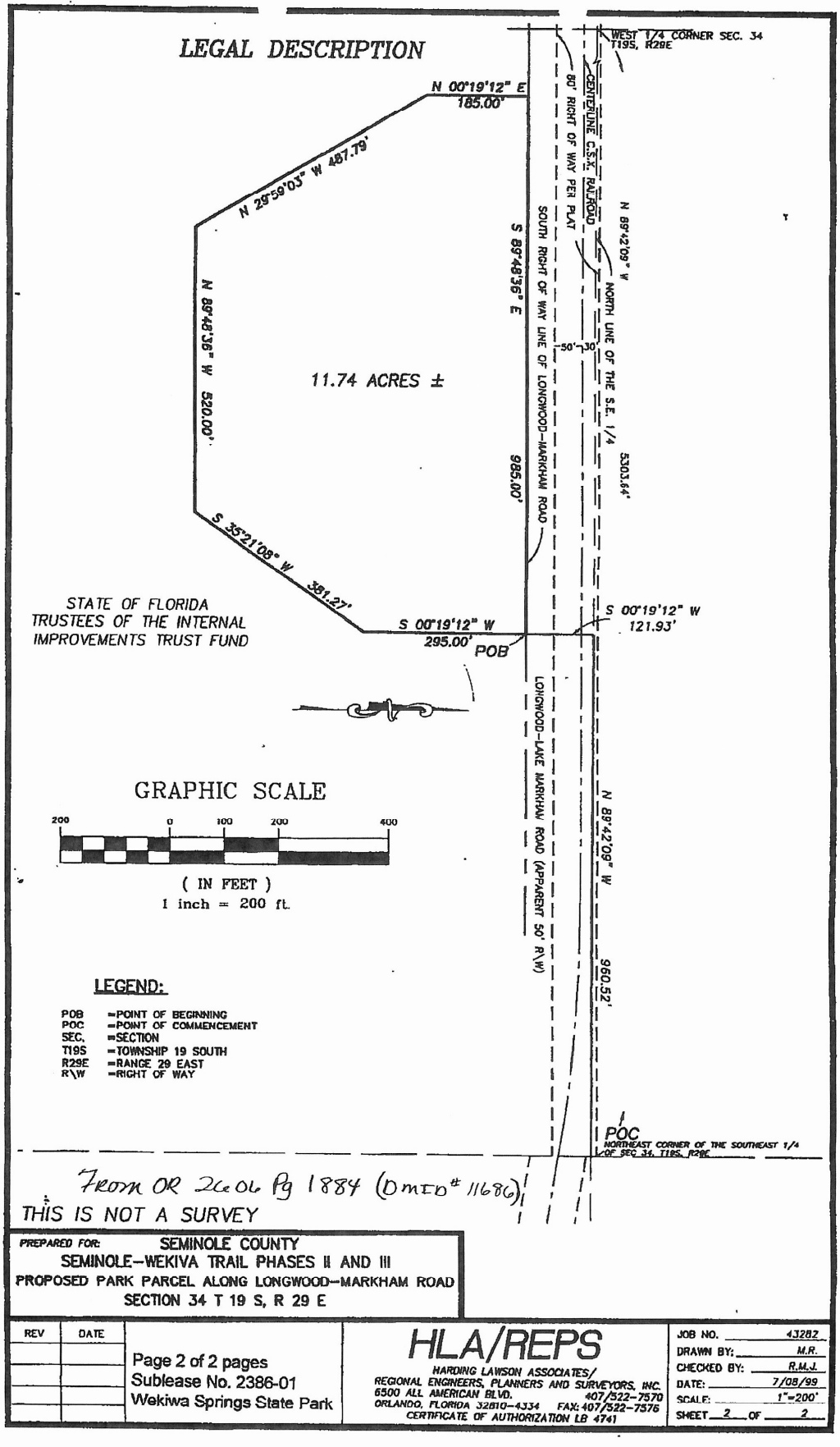
DIANA HARPER MERKT
Print/Type Notary Name

Commission Number: DD026200

Commission Expires: 6/18/05

Diana Harper Merkt
My Commission DD026200
Expires June 18, 2005

Exhibit "A"



From OR 2606 Pg 1884 (DMED# 11686)

THIS IS NOT A SURVEY

PREPARED FOR: SEMINOLE COUNTY
SEMINOLE–WEKIVA TRAIL PHASES II AND III
PROPOSED PARK PARCEL ALONG LONGWOOD–MARKHAM ROAD
SECTION 34 T 19 S, R 29 E

REV	DATE

Page 2 of 2 pages
Sublease No. 2386-01
Wekiwa Springs State Park

HLA/REPS
HARDING LAWSON ASSOCIATES/
REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC.
6500 ALL AMERICAN BLVD. 407/522-7570
ORLANDO, FLORIDA 32810-4334 FAX: 407/522-7576
CERTIFICATE OF AUTHORIZATION LB 4741

JOB NO. 4J282
DRAWN BY: M.R.
CHECKED BY: R.M.J.
DATE: 7/08/99
SCALE: 1"=200'
SHEET 2 OF 2

JOB FILE #	SHEET
PS-505	8

(W-4) CONST 18" MES (SD) STA 30+97.25, 46.66 RT INDEX NO 272 INV 56.20

(W-5) CONST 18" MES (SD) STA 30+97.25, 47.06 LT INDEX NO 272 INV 56.40

(W-6) CONST 18" MES (SD) STA 44+24.99, 22.48' LT INDEX NO 272 INV 54.30

(W-7) CONST 18" MES (SD) STA 44+24.99, 40.49' RT INDEX NO 272 INV 54.00

13"PALM WATER TANKER FILLER ASSEMBLY

MATCHLINE SEE DETAIL 'A' THIS SHEET

MATCHLINE SEE DETAIL 'B' THIS SHEET

DETAIL 'A'

R/W LINE
℄ CONSTRUCTION
MARKHAM RD
MATCH EXIST PAVT
CONST. 79 LF OF 18" RCP @ 0.25%
MATCHLINE

DETAIL 'B'

MATCH EXISTING GROUND
CONST. 48 LF OF 18" RCP @ 0.20%
MATCHLINE

SEPTIC TANK
SEPTIC DRAINFIELD 30'x20'

CONST 54 LF OF STAKED SILT FENCE TYPE III

CONST. 56 LF OF 18" RCP @ 0.40%

CONST 20 LF OF 12" HDPE @ 0.15 %

CONST. 152 LF OF 18" RCP @ 0.12%

GOPHER HOLE

BEGIN 50' TRANSITION STA 34+07.11

END 50' TRANSITION STA 34+67.11

PC +20.00 24.00' LT 1-6"OAK 2-3"OAKS

PI +40.00 24.50' RT 1-3"PINE 8-3"OAKS

PI +0.00 60.00' RT

PT +69.61 51.06' LT

PI +76.44 74.74' LT

PC +81.61 74.74' LT

PT +97.65 86.16' LT

PCC +24.40 24.00' LT

PC +95.96 93.34' RT

PT +20.00 104.22' RT

PT +0.41 67.05' RT

PRC +58.31 84.43' RT

PC +22.49 100.96' RT

PT +21.05 122.07' RT

PRC +48.87 128.57' RT

PC +88.78 172.82' RT

+64.43 19.00' LT

+85.00 42.00' LT

+42.92 33.85' LT

+94.70 29.70' LT

+92.91 31.38' RT

+29.72 28.44' RT

+20.00 73.72' RT

END SWALE PI +44.80 111.79' RT ELEV 55.00

END SWALE ELEV 54.00

RETENTION AREA BOTTOM EL=53.00 TOP EL=55.70 25 YR DHW=54.66

OUTFALL WEIR WEIR EL. 54.50

CONST 600 LF OF STAKED SILT FENCE TYPE III

BORING AB-2

BORING AB-3

BORING AB-4

N 65°23'53" W 45.45'

N 24°36'07" E 73.56'

CURVE	DELTA	DEG. OF CURV.	TANGENT	LENGTH	RADIUS
C-5	26°25'43"	163°42'08"	8.22'	16.14'	35.00'
C-6	16°37'44"	35°48'36"	23.38'	46.44'	160.00'
C-7	172°22'01"	143°14'22"	599.61'	120.33'	40.00'
C-8	90°00'00"	21°58'19"	15.00'	23.56'	15.00'
C-9	87°50'01"	163°42'08"	33.70'	53.65'	35.00'

MATCH EXIST 4' MATCH EXIST
54.50 55.70 55.70 54.50 54 53
RETENTION AREA BOTTOM EL=53.00
OUTFALL WEIR EL=54.50

OUTFALL WEIR
PLAN VIEW

TOP EL = 55.70 10' MIN SOD 21.40'
WEIR EL=54.50
EL =53.00 BOTTOM
6:1 6:1
MATCH EXIST
18" TOE IN TYPICAL FOR PAV'T PERIMETER
6" CONC. DITCH PAV'T

OUTFALL WEIR
CROSS SECTION

LIMITS OF CONC. PAVT 4'
TOP EL. 55.70
WEIR E. 54.50
6" CONC. WALL
6" CONC. WALL
6" CONC. DITCH PAV'T WITH #4 @ 12" E.W.
2" MIN COVER

OUTFALL WEIR
FRONT VIEW

SECTION A-A
SWALE TYPICAL SECTION
VARIES SOD
14' VARIES
BERM 2'
6.00%
6:1 6:1 6:1
NATURAL GROUND

(W-1) CONST 18" MES (BO) STA 35+75.00, 59.18' RT INDEX NO 272 INV 53.00

(W-2) CONST TYPE 'D' DBI W/ DOUBLE STD TRAV SLOT (W & E SIDE) STA 36+75.00, 102.00' LT INDEX NO 200, 201, 232 GRATE EL 55.60 W INV 53.30 S INV 53.30

(W-3) CONST TYPE 'D' DBI W/ DOUBLE STD TRAV SLOT (W & E SIDE) STA 35+60.00, 102.00' LT INDEX NO 200, 201, 232 GRATE EL 57.00 E INV 53.50

REVISIONS						
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
6/11/03	MDS	1 REVISED DRAINFIELD				

	NAME	DATE		NAME	DATE
DESIGNED BY	IPPH	11/01	DRAWN BY	IPPH	11/01
CHECKED BY	SPS	11/01	CHECKED BY	SPS	11/01
SUPERVISED BY: SCOTT P. SECK, P.E.					

Harding ESE
A MACTEC COMPANY
6500 ALL AMERICAN BLVD.
ORLANDO, FL 32810-4350
(407) 522-7570

SEMINOLE COUNTY ENGINEERING DIVISION
APPROVED BY:
DATE:

Markham Trailhead Grading & Drainage Plan

SHEET 8

618

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0572

Title:

Approve and authorize the Chairman to execute a Locally Funded Agreement and Three-party Escrow Agreement with the State of Florida Department of Transportation relating to the Cross Seminole Trail Overpass/Pedestrian Connection at U.S. 17/92 Project (Financial Project Number 441484-2-62-01); approve and authorize the County Manager or designee to execute related implementing documents, subject to review and approval by the County Attorney's Office. District5 - Herr **(Tawny Olore, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

Tawny Olore, Public Works Director

Contact/Phone Number:

Sam Moussa/407-665-5666

Background:

The Cross Seminole Trail Overpass/Pedestrian Connection at US 17-92 aims to enhance pedestrian and recreational connectivity by constructing approximately 0.217 miles of a multi-use path. This path will link the existing sidewalks along US 17/92 with the Cross Seminole Trail, improving safety and accessibility for trail users. The LAP Agreement with the Florida Department of Transportation, totaling $1,089,087.00 (50% of the updated construction cost), was executed in November 2023 to fund 100% of the originally estimated construction cost. Although engineering costs have since increased to $2,161,935.04, no changes to the LAP Agreement are approved by Federal Government. The original LFA Agreement was executed to fund 100% of the CEI services. Following updates to the plans and project documents, the project duration increased from 120 to 223 days. As a result, the County agrees to cover the CEI shortfall cost of $136,221.00. The federal participating share of the CEI services is up to $147,943.00 (52% of the updated CEI cost), and the total estimated cost for CEI services for this project is $284,164.00.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Locally Funded Agreement and Three-party Escrow Agreement with the State of Florida Department of Transportation relating to the Cross Seminole Trail Overpass/Pedestrian Connection at U.S. 17/92 Project (Financial Project Number 441484-2-62-01); approve and authorize the County Manager or designee to execute related implementing documents, subject to review and approval by the County Attorney's Office.

Agency: Seminole County Vendor No.: F596000856070	Fund: LF Contract Amount: $136,221.00	Financial Project No.: 441484-2-62-01

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and SEMINOLE COUNTY (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "Cross Seminole Trail Overpass/Pedestrian Connection at US 17/92", said project being known as Financial Project Number (FPN) 441484-2-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for: the shortfall of Construction Engineering and Inspection (CEI) services, in Fiscal Year 2025/2026, said Project being known as FPN 441484-2-62-01, and said costs shall hereinafter be referred to as the "CEI Shortfall Costs"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the CEI Shortfall Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the CEI Shortfall Costs as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the CEI Shortfall Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide the CEI Shortfall Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **$147,943.00 (One Hundred Forty-Seven Thousand Nine Hundred Forty-Three Dollars and No/100).**

(B) In the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of CEI Shortfall Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **$284,164.00 (Two Hundred Eighty-Four Thousand One Hundred Sixty-Four Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the CEI Shortall Costs of the project is **$136,221.00 (One Hundred Thirty-Six Thousand Two Hundred Twenty-One Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within seven (7) calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **$136,221.00 (One Hundred Thirty-Six Thousand Two Hundred Twenty-One Dollars and No/100)**. The deposit shall be the total estimated CEI Shortall Costs.

(F) If the CEI Shortfall Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the CEI Shortfall Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the CEI Shortfall Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the CEI Shortfall Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL

GOVERNMENT's share of the CEI Shortfall Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the CEI Shortfall Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the CEI Shortfall Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the CEI Shortfall Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

The remainder of this page intentionally left blank.

(L) Contact Persons:

DEPARTMENT

District 5 Local Government Agreements
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

Sam Moussa
Professional Engineer
Seminole County
100 East 1st Street
Sanford, Florida 32771
(407) 665-5666
wmoussa@seminolecountyfl.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

Attest:

_____

Legal Review:

_____
LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____
DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

Construction Engineering and Inspection (CEI) services will be provided for the Cross Seminole Trail Overpass/Pedestrian Connection at US 17/92 project. All CEI services shall be performed in accordance with the Scope of Services described in the FDOT Continuing Services Contract for CEI Services, CAY10.

The LOCAL GOVERNMENT will be responsible for providing funds for any shortfalls including the initial amount of **$136,221.00.**

The remainder of this page intentionally left blank.

EXHIBIT “B”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Seminole County (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: Cross Seminole Trail Overpass/Pedestrian Connection at US 17/92
Project #: 441484-2-62-01
County: Seminole

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A LOCALLY FUNDED AGREEMENT AND THREE-PARTY ESCROW AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE CROSS SEMINOLE TRAIL OVERPASS/PEDESTRIAN CONNECTION AT U.S. 17/92 PROJECT (FINANCIAL PROJECT NUMBER 441484-2-62-01); AUTHORIZING THE COUNTY MANAGER OR DESIGNEE TO EXECUTE RELATED IMPLEMENTING DOCUMENTS, SUBJECT TO REIVEW AND APPROVAL BY THE COUNTY ATTORNEY'S OFFICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation (FDOT), is undertaking the Cross Seminole Trail Overpass/Pedestrian Connection at U.S. 17/92 Project, identified as Financial Project Number 441484-2-62-01 (the "Project"); and

WHEREAS, the Project will improve pedestrian and trail connectivity and promote public safety and multimodal transportation opportunities within Seminole County; and

WHEREAS, FDOT has requested Seminole County participate in funding a portion of the Construction Engineering and Inspection (CEI) costs associated with the Project through a Locally Funded Agreement; and

WHEREAS, the parties also desire to enter into a Three Party Escrow Agreement with the State of Florida Department of Financial Services, for the establishment and administration of an escrow account associated with the Project; and

WHEREAS, Seminole County desires to participate in funding a portion of the CEI costs for the Project, subject to the terms and conditions contained in the Locally Funded Agreement and related escrow documents; and

WHEREAS, the Board of County Commissioners finds that entering into the Locally Funded Agreement and Three Party Escrow Agreement is in the best interests of Seminole County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, as follows:

1. Approval of Agreements. The Chairman is hereby authorized to make, execute, and deliver to the State of Florida, Department of Transportation a locally funded agreement (LFA) between the State of Florida Department of Transportation and Seminole County, relating to the Cross Seminole Trail Overpass/Pedestrian Connection at U.S. 17/92 Project, Financial Project Number 441484-2-62-01.

2. Authorization for Implementing Documents. The County Manager or designees is authorized to execute any related escrow forms, payment documents, certifications, and other implementing documents necessary to carry out the purposes of the Locally Funded Agreement and Three-Party Escrow Agreement, subject to review and approval by the County Attorney's Office.

3. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Authority: Section 177.101, Florida Statutes

GLK/kly
5/28/26
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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0587

Title:

Benefits & Wellness Update **(Christina Brandolini, Human Resources Director & Charles Cook, Alliant Employee Benefits)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

File Number: 2026-0592

Title:

Budget Work Session # 4 **(Tim Jecks, Office of Management & Budget Director)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0588

Title:

Quarterly Employee Service Recognition **(Christina Brandolini, Human Resources Director)**

Employee Service Recognition

3rd Quarter FY25/26 Employee Years of Service Recognition:

April 2026:

Joshua Pando, Engineer (Fire) – 25 Years

Lakshmi Sankaran, Public Safety Data Compliance Analyst (Fire) – 25 Years

Clint Patterson, Client Experience Division Manager (IT) - 30 Years

May 2026:

Kimberly Bingham-Davis, Staff Assistant (Public Works) - 20 Years

Diane Gagliano, Program Coordinator (Emergency Management/Animal Services) - 20 Years

June 2026:

Joe Jones, Solid Waste Operator II (Environmental Services) – 20 Years

Elizabeth Montgomery, Solid Waste Coordinator (Environmental Services) – 20 Years

David Williams, Lieutenant (Fire) – 30 Years

Darrin Washington, Solid Waste Operator II (Environmental Services) - 35 Years

File Number: 2026-0508

Title:

Alafaya Beasley Rezone - Consider a Rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision of three (3) lots on approximately 1.14 acres, located on the west side of Alafaya Trail, south of Beasley Rd.; (Z2025-023) (Stephen Ratcliff, Applicant) District1 - Dallari (**Kaitlyn Apgar, Senior Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes- Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting a rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) in order to subdivide the existing one (1) lot into three (3) lots total. This would equate to a proposed density of approximately 2.63 dwelling units per acre. The current zoning designation requires a minimum lot size of 11,700 square feet with a minimum lot width at building line of ninety (90) feet. The proposed R-1 zoning district requires a minimum lot size of 8,400 square feet with a minimum lot width at building line of seventy (70) feet.

The subject property has a Low Density Residential Future Land Use designation. The intent of the Low Density Residential land use designation is to provide appropriate locations for residences at a maximum density of four (4) dwelling units per net buildable acre.

The adjacent Planned Development (Beasley Estates) to the west has an overall

density of 2.33 dwelling units per net buildable acre, with larger, ninety (90) foot wide lots oriented along the southwest portion of the development. The portion of Beasley Estates located directly southeast of the proposed development is characterized by lots that have a minimum lot width of seventy (70) feet and a minimum lot size of 8,400 square feet. The adjacent Beasley Estates development is consistent with the proposed R-1 zoning district dimensional standards and provides an appropriate transition from the larger lot sizes and widths to the north and southwest.

The Future Land Use and Zoning designations of the surrounding area are as follows:

East: Alafaya Trail
Future Land Use: Office
Zoning: R-1AA (Single Family Dwelling)

West: Future Land Use: Low Density Residential
Zoning: PD (Planned Development) - Beasley Estates

North: Future Land Use: Low Density Residential
Zoning: R-1AA (Single Family Dwelling)

South: Future Land Use: Low Density Residential
Zoning: R-1AA (Single Family Dwelling) and PD (Planned Development) - Beasley Estates

Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site does not appear to contain floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, the site does not appear to contain wetlands.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to Final Engineering approval.

Utilities:

The proposed lots are within Seminole County's potable water service area and are required to connect. The nearest connection point is a twenty-four (24) inch DI potable water main running along the west side of Alafaya Trail. The proposed subdivision is within Seminole County's sanitary sewer service area but are not required to connect. There is a twenty (20) inch PVC force main running along the east side of Alafaya Trail. If the lots do not connect to the nearby force main, then onsite sewage treatment and disposal systems (OSTDS), aka septic systems, would be required.

The proposed lots are also within Seminole County's reclaim irrigation service area but are not required to connect. There is a twelve (12) inch PVC reclaim water main running along the centerline of Alafaya Trail. If these lots do not connect to reclaim, then they will be serviced by potable water irrigation or by an alternative irrigation source such as an irrigation well.

Transportation/Traffic:

The property proposes access onto Alafaya Trail / SR 434, which is classified as an Urban Principal Arterial. Alafaya Trail / SR 434 is currently operating at a level-of-service “A - C” depending on the direction and time of day. Alafaya Trail / SR 434 does not have improvements programmed in the FDOT five (5) year Work Program.

The subject property currently benefits from an existing access connection previously approved by the Florida Department of Transportation (FDOT). The Seminole County Comprehensive Plan and Public Works Engineering Manual state that “Access Limitations require that no new residential development may create any parcels zoned for single-family or duplex residential uses having direct access on an arterial or collector roadway.” Future development of the property could utilize the existing FDOT-approved access as a common driveway serving all future residential lots. The access would function as a shared private access point, and the existing location and configuration of the driveway would remain unchanged unless otherwise approved by FDOT and Seminole County.

The applicant may choose to utilize the existing private 20-foot access easement connecting to Beasley Road as it is approved for the existing residence only. The easement could not be utilized for use of multiple parcels because the easement is not currently constructed to County standards and serves as partial open space for the adjacent development. Additional processes would be required to bring this easement to standard and reevaluate the adjacent development’s open space if the applicant were to utilize this access way for more than just the already constructed home’s

property.

Sidewalks:

There is an existing sidewalk along Alafaya Trail / SR 434; therefore, the Developer will not be required to build a sidewalk along the property frontage.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin, which has limited downstream capacity; therefore, the site's design will be required to hold water quality and not exceed the pre-development rate and volume for the twenty-five (25) year, twenty-four (24) hour storm event.

Buffers:

Buffers will be determined at the time of the Preliminary Subdivision Plan. The proposed development will be required to comply with the Seminole County Land Development Code.

Open Space:

The requested R-1 zoning classification does not require open space.

Public School Capacity Determination:

Seminole County Public Schools provided a School Impact Analysis School Capacity Determination for the proposed project based on Concurrency Service Area (CSA) and Zoned Schools for the property. The adopted Interlocal Agreement between the School District and Seminole County provides the proposed three (3) lot subdivisions is of no impact to student generation based on concurrency requirements.

Consistency with the Land Development Code

The proposed R-1 (Single Family Dwelling) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed development is consistent with the prevailing trend of development characterized by single family residences in the area. The overall density complies with the Future Land Use designation, and the PD requirements for adjacent lots match the dimensional standards of the proposed zoning district.

Consistency with the Comprehensive Plan

The purpose and intent of the existing Low Density Residential Future Land Use

designation is to provide appropriate locations for residences with a maximum density of four (4) dwelling units per net buildable acre. This land use requires a full range of basic services and facilities and may serve as an effective transitional use between more intense urban uses and lower density future land use designations.

The proposed R-1 zoning classification is consistent with both the allowable uses and density provisions permitted under the Low Density Residential Future Land designation. Furthermore, the dimensional requirements of the R-1 district provide an appropriate transition between the similar lot sizes located to the southwest and the larger parcels situated to the north and southeast. Based on this analysis, staff finds the proposed R-1 zoning classification to be consistent with the Comprehensive Plan.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community Meeting Procedure, the Applicant conducted a community meeting on April 21, 2026; details of the community meeting have been provided in the agenda package.

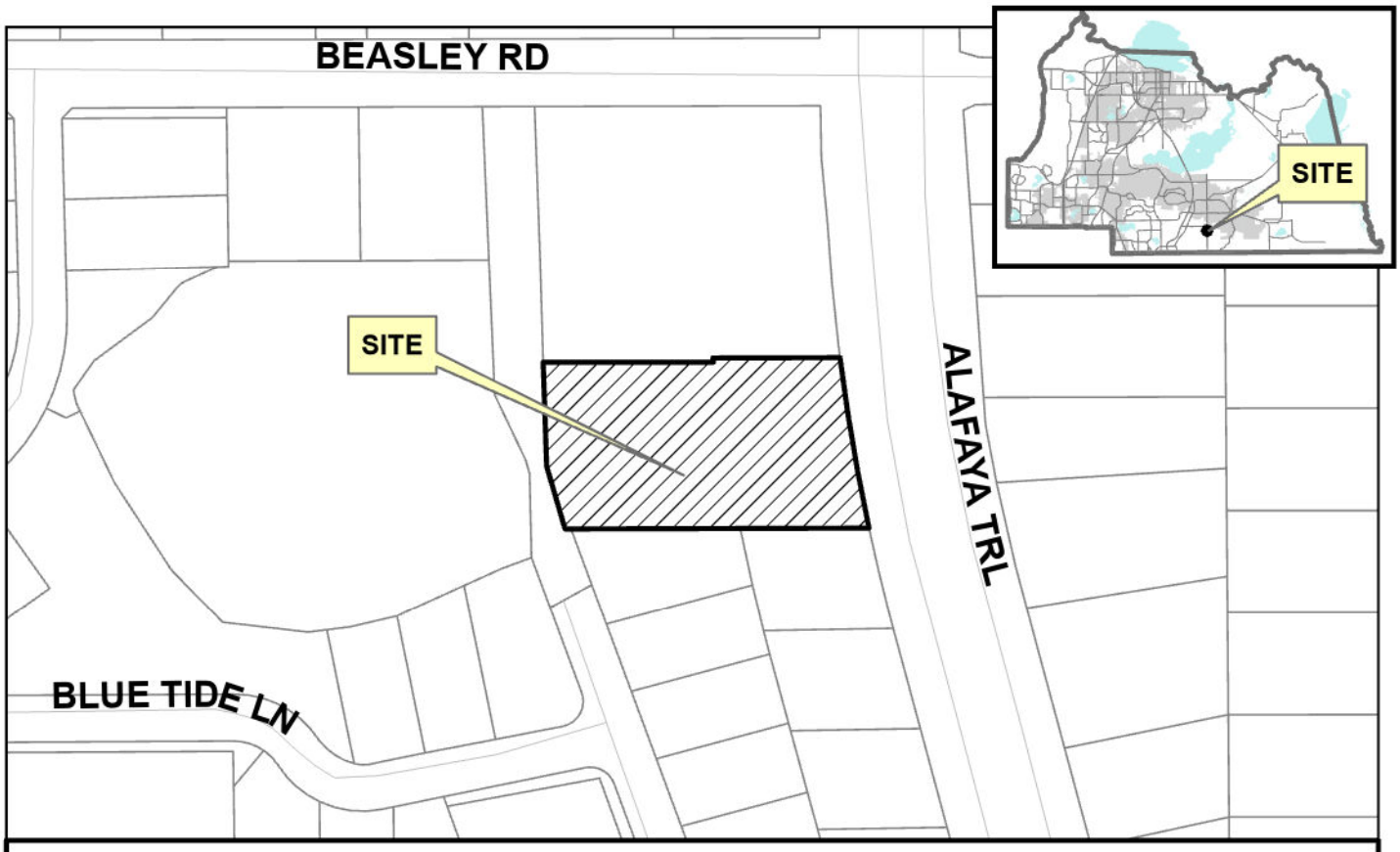
Planning and Zoning Commission Meeting

The Planning and Zoning Commission met on June 3, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling). The meeting minutes have been included in the agenda package.

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) as per the following motion:

Based on Staff’s findings and the testimony and evidence received at the hearing, the Board of County Commissioners finds the request is consistent with the Comprehensive Plan and meets the applicable portions of the Land Development Code, and moves to adopt the Ordinance enacting a rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) on approximately 1.14 acres, on the west side of Alafaya Trail, south of Beasley Rd.



Rezone No: Z2025-023

Parcels

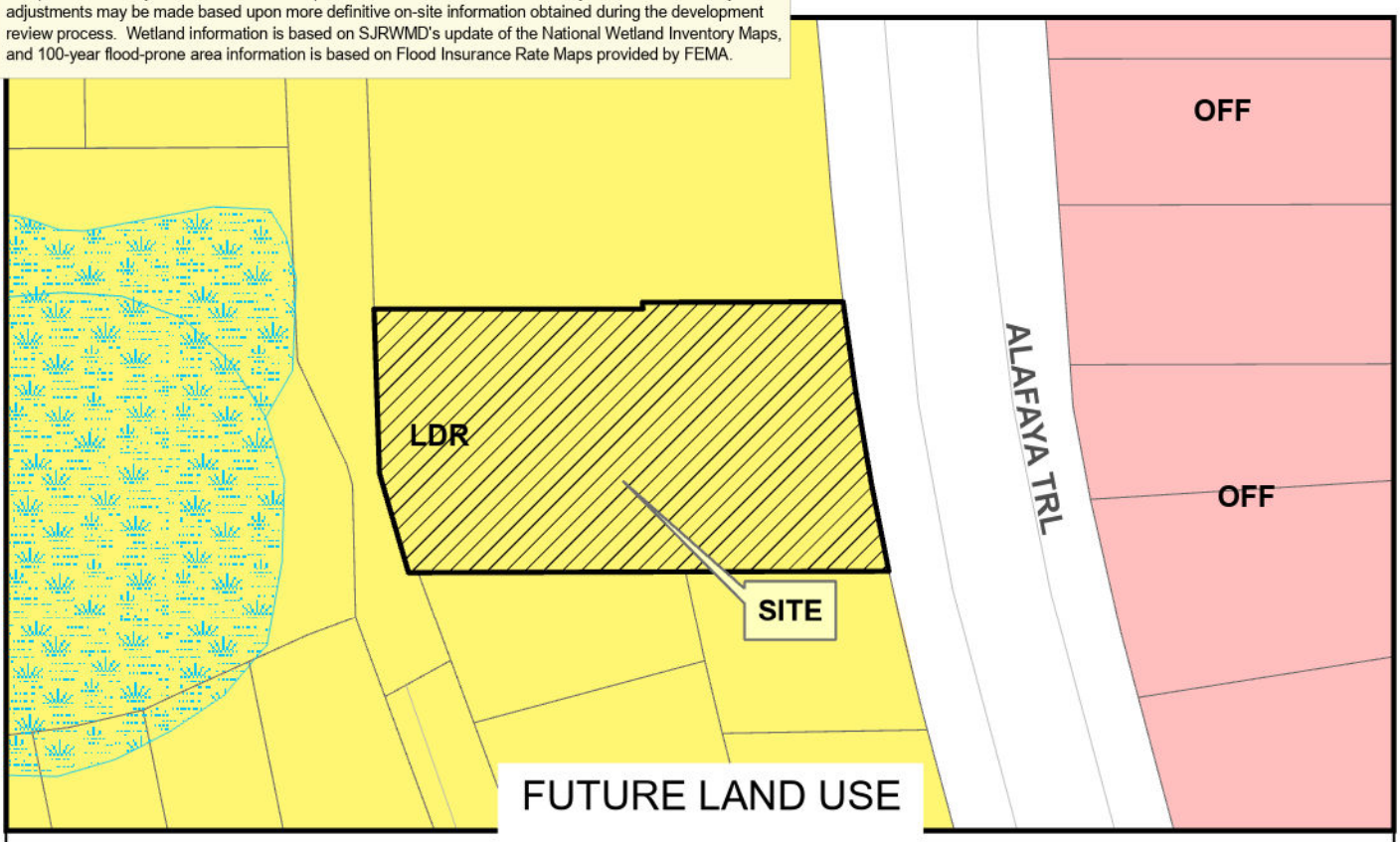
N



Date: 4/29/2026

Name: Z2025-023LocationAerial

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.

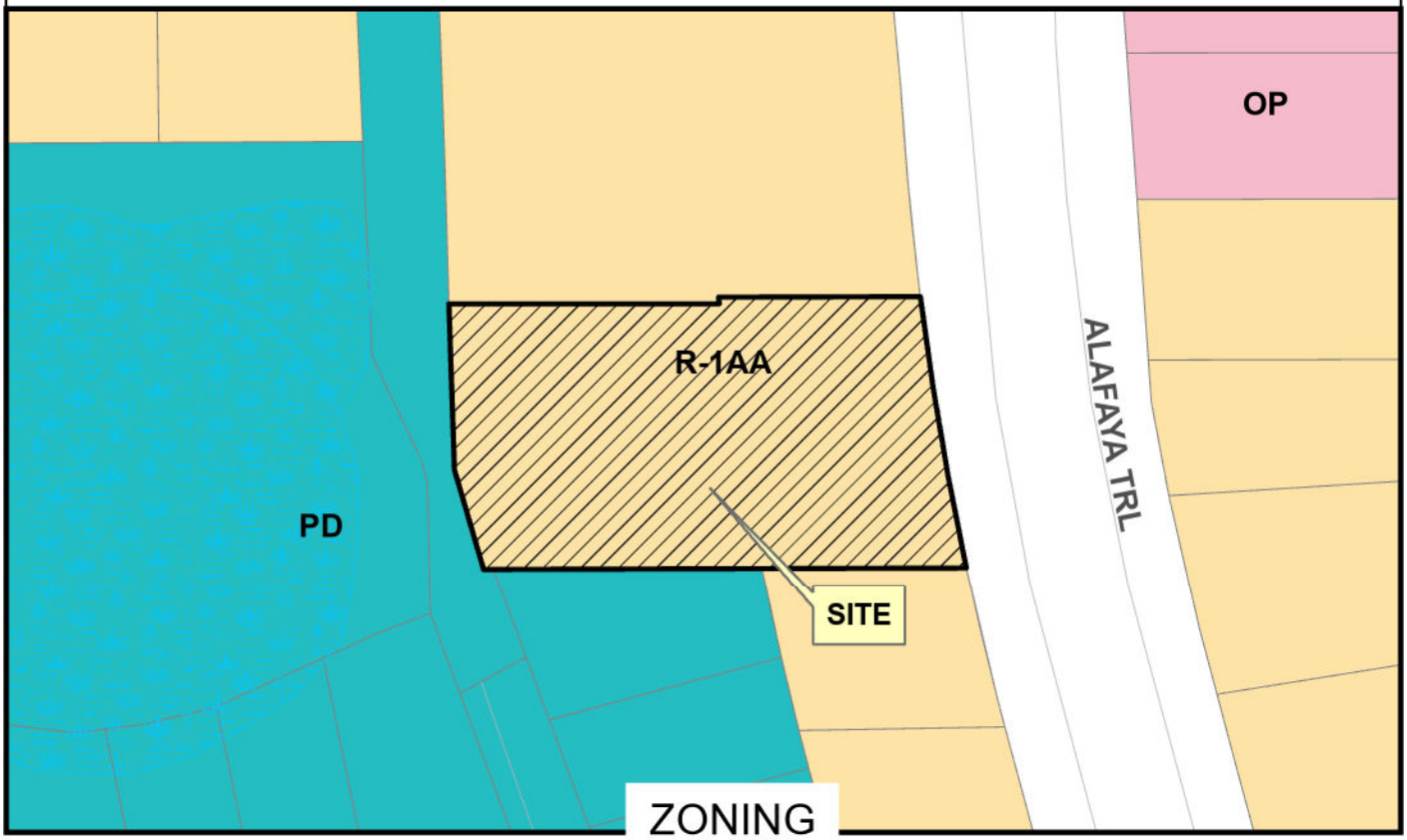


FUTURE LAND USE

CONS LDR OFF

Applicant: Stephen Ratcliff
STR/Acres/District: 27-21-31/ 1.14+/- acres / District 1
Existing Use: Single Family Residential
Special Notes: Max. Net Density = 4 du/acre

Rezone No: Z2025-023
From: R-1AA To: R-1



ZONING

Date: 4/30/2026

Name Z2025-023FluZonePg

CONS R-1AA OP PD

Boundary Survey

Surveyor's Legal Description:

A PORTION OF ALAFAYA TRAIL SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 96, AND BEING PART OF LOTS 11 AND 19, AND ALL OF LOT 18, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. LESS THAT PORTION TAKEN FOR ROAD RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 3497, PAGE 1152, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF LOT 18, ALAFAYA TRAIL SUBDIVISION, BEING A PLAT RECORDED IN PLAT BOOK 10, PAGE 96 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LOT 26, FRANCISCO PARK PLAT, BEING A PLAT RECORDED IN PLAT BOOK 89, PAGES 59 THROUGH 66 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID LOT 26 AND A WESTERLY EXTENSION THEREOF, NORTH 89°58'36" WEST 167.97 FEET TO THE EASTERLY LINE OF SAID FRANCISCO PARK PLAT; THENCE, ALONG SAID EASTERLY LINE, NORTH 16°31'12" WEST 69.58 FEET; THENCE NORTH 01°54'52" WEST 100.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4034, PAGE 774; THENCE ALONG SOUTH LINE OF SAID LANDS SOUTH 89°32'08" EAST 169.87 FEET TO THE WEST LINE OF LOT 19, ALAFAYA TRAIL SUBDIVISION; THENCE, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID LOT 19, NORTH 89°41'25" EAST 120.93 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ALAFAYA TRAIL AND A CURVE, CONCAVE EASTERLY, WITH A RADIUS OF 1,986.69 FEET, A DELTA OF 04°48'14", AND A CHORD BEARING & DISTANCE OF SOUTH 09°40'06" EAST 166.53 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'03" WEST 127.55 FEET TO THE POINT OF BEGINNING.

Flood Disclaimer:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN SEMINOLE COUNTY, COMMUNITY NUMBER 120289, DATED 09-28-2007.

CERTIFIED TO:
STEPHEN J. RATCLIFF, STEPHAN J. RATCLIFF REVOCABLE TRUST, PAUL M. KAUFMANN, WHARTON LAW GROUP, P.A., WFG NATIONAL TITLE INSURANCE COMPANY



CA	CC	CD	CE
Radius: 1711.08' (P)	Radius: 1986.69' (D)	Radius: 1986.69' (D)	Radius: 1986.69' (RW) 2,043.79' (D)
Delta: 03°20'26" (C)	Delta: 02°52'52" (C)	Delta: 00°05'20" (D)	Delta: 04°48'14" (RW) 04°44'48" (D)
Length: 100.00' (P)	Length: 99.90' (C)	Length: 3.08' (D)	Length: 166.58' (RW) 169.27' (D)
Chord:	Chord:	Chord:	Chord:
S 13°58'02" E 99.71' (M)	S 13°30'58" E 99.89' (M)	N 17°49'43" W 2.96' (M)	S 03°44'52" E 166.53' (RW) N 09°57'58" 169.22' (D)
			S 09°40'26" E 166.52' (M)

Revision: Revised Legal & Certs - 03/11/26

Field Date: 02/24/26	Date Completed: 03/02/26
Drawn By: JW	File Number: IS-151604

Legend

Notes:
- Subject to any Easements and/or Restrictions of Record.
- Building Tie(s) are NOT to be used to reconstruct Property Lines.
- Fence Ownership NOT determined.
- Roof Overhangs, Basement Utilities and/or Footers have NOT been located unless noted.
- Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- Visual Trees and/or Bushes may obstruct Utilities and/or Improvements that are not shown hereon. Sketch may not show all encroachments that may affect rights or benefits to Property. Underground Utilities not Located.
- Flood Zone Designation, Flood Panel, FEMA Map Revision Date, & Subdivision Flood Information is from Electronic FIRM Data. This Determination may be affected by Flood Contours and/or other information not Field Verified. Surveyor has not Field Verified Flood Zone Determination. Flood Determination Contracted and Paid for by Others. Surveyor assumes no Liability for the Accuracy of this Determination.

Patrick K Ireland
Professional Surveyor & Mapper
Ireland & Associates Surveying, Inc.
800 Currency Circle, Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office: 407.678.3366 Fax: 407.320.8165
LB 7922

Patrick K Ireland
Digitally signed by Patrick K Ireland
Date: 2026.03.11 15:07:06 -04'00'

Additional Notes:
1- Due to the discrepancy between the recorded plats, the supplied legal description and the right of way maps of State Road No. 434 - Alafaya, this Surveyor based upon this firm's field monumentation discovered on the date of 02-24-26, and delineated hereon, and other boundary, property line and/or evidence of ownership, or lines, any other pertainment information is recovered and deemed necessary, has determined the most likely location, (establishment of rights/title). This Survey is comprised from Old Republic Title Commitment dated 01-16-26 at 8:00 AM. No other Survey has been performed by this Surveying Company. Surveyor is bound to an Absolute title location.
2- Bearings shown hereon are based upon: Florida State Plane Coordinate System, East Zone (0901), being on Transverse Mercator, US Survey Feet, NAD 83 (North American Datum) 1990 - 2010 adjustment.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO 111 BEASLEY ROAD LOCATED IN SEMINOLE COUNTY; REZONING THE PROPERTY CURRENTLY ASSIGNED THE R-1AA (SINGLE FAMILY DWELLING) ZONING CLASSIFICATION TO THE R-1 (SINGLE FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Alafaya Beasley Rezone, dated July 14, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in

accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 14th day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

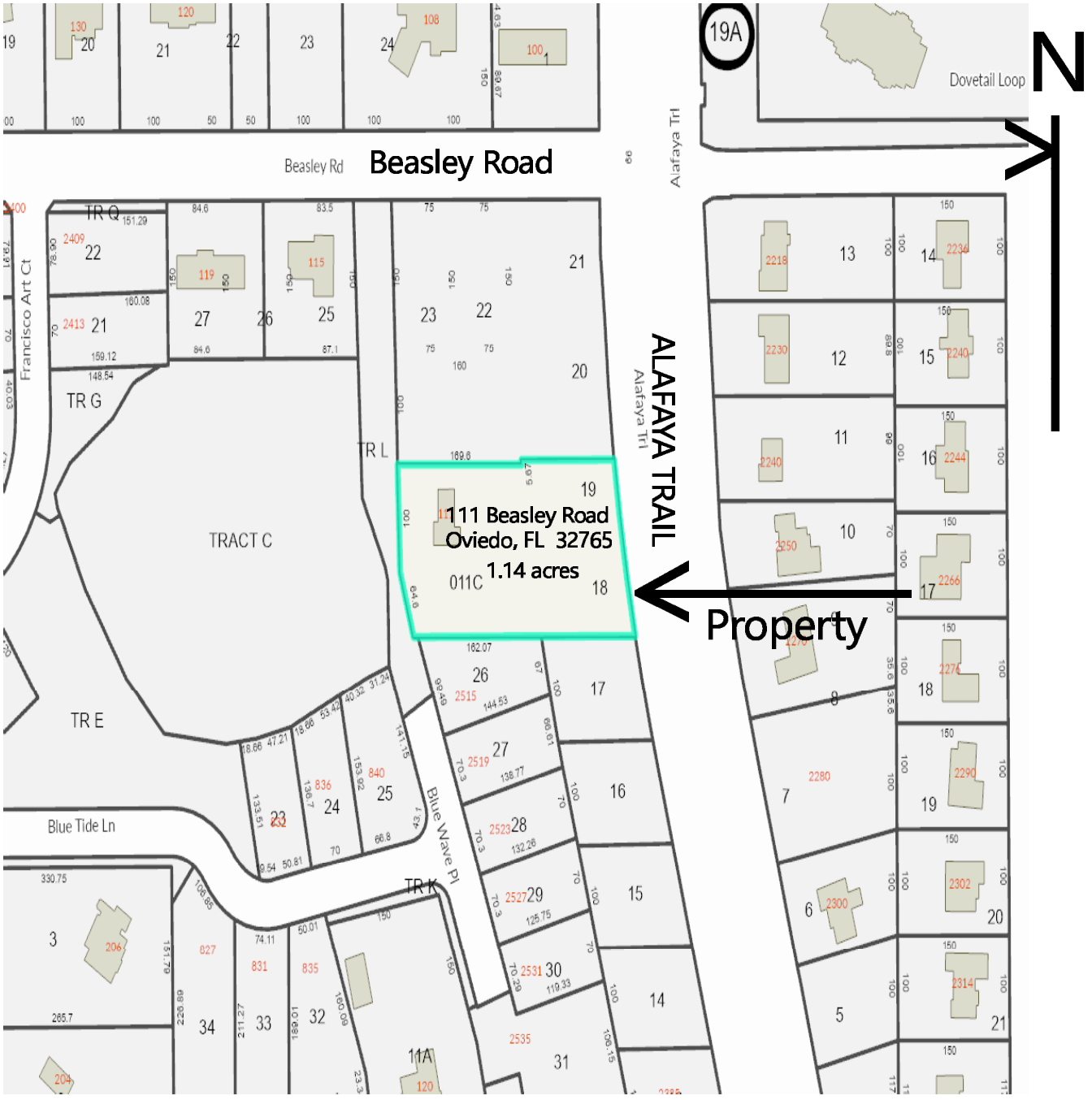
EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF ALAFAYA TRAIL SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 96, AND BEING PART OF LOTS 11 AND 19, AND ALL OF LOT 18, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. LESS THAT PORTION TAKEN FOR ROAD RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 3497, PAGE 1152, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
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COMMUNITY MEETING: April 21, 2026 @ 6:00PM
LOCATION: 113 West Chapman Road, Oviedo, FL 32765

LOCATION MAP

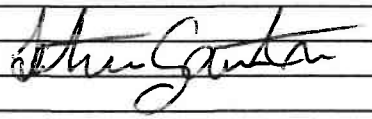


PURPOSE: Rezone above Property from R-1AA to R-1 to allow Property to be split into three (3) single-family lots (drawings on back of this page).

Please call Stephen Ratcliff @ 407-496-5784 with any questions.

Mailing List - Alafaya Beasley Rezone: April 4, 2026

April 21, 2026 Meeting - Attendee

2250 ALAFAYA LLC 4482 TUSCANY ISLAND CT WINTER PARK, FL 32792-9314	
BROWN KEVIN T BROWN BARBARA 2244 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
CAMPO BISMARCK 2276 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
DYNAMIC ALL CONSTRUCTION INC 8308 ROSE GROVES RD ORLANDO, FL 32818-5689	
DZUNG THI EWEN TRUST 1351 ZEEK RIDGE ST CLERMONT, FL 34715-0057	
EEN LLC 4482 TUSCANY ISLAND CT WINTER PARK, FL 32792-9314	
ENCLAVE AT ALAFAYA PARTNERS LTD C/O CONCORD MANAGEMENT LTD REAL ESTATE SERVICES PO BOX 940279 MAITLAND, FL 32794-0279	
FLORES JORGE 100 BEASLEY RD OVIEDO, FL 32765	
FRAME JUSTIN FRAME CAROLYN FRAME JOHN 2314 PENNSYLVANIA AVE OVIEDO, FL 32765-8805	
GALLOWAY LOIS M 2302 PENNSYLVANIA AVE OVIEDO, FL 32765-8805	
HARRISON JOSHUA T LONGHOFER CARI M PO BOX 105 GENEVA, FL 32732-0105	
LEENAR INVESTMENTS INC 2300 ALAFAYA TRL OVIEDO, FL 32765-9490	
NELSON MARK A 130 BEASLEY RD OVIEDO, FL 32765-9497	
NGUYEN NAM 206 LAKE DR OVIEDO, FL 32765-9058	
NGUYEN THUY T T 200 LAKE DR OVIEDO, FL 32765-9058	
NORRELL/NGUYEN LLC 563 MORGAN WOOD DR DELAND, FL 32724-8462	
PAGE NORMAN T 2290 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
PERRAULT PHILP R PERRAULT BEVERLY 112 BEASLEY RD OVIEDO, FL 32765-9497	
PETRI MICAH J PETRI COURTNEY A 2240 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
PRESTIGE GROUP OF INVESTMENTS LLC 110 ROBIN NEST DR OVIEDO, FL 32765-8521	
PRIMO WILLIAM F PO BOX 1063 WINTER PARK, FL 32790-1063	
RAMOS EVELYN SANTIAGO LUIS E 2155 ALAFAYA TRL OVIEDO, FL 32765-9578	
REEVE JAKE M SUTTON JESSICA L 115 BEASLEY RD OVIEDO, FL 32765-9498	
RICH CHRISTOPHER M RICH JERRICA 2236 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
RIVAS MCNAB ALBERT L CUELLAR CASTRO NADIA O 14326 SAPPHIRE BAY CIR ORLANDO, FL 32828-7486	
ROSSMEISSL ERIC H 110 LAKE DR OVIEDO, FL 32765-8760	
SANCHEZ OSWALDO G SANCHEZ SANDRA 149 BURNSED PL OVIEDO, FL 32765-7980	
SANTANA LETICIA 145 LAKE DR OVIEDO, FL 32765-9057	
SANTANA ZACARIAS A JR VAZ NELY P 120 LAKE DR OVIEDO, FL 32765-9056	
SAWIN MADELINE F SAWIN RAFAEL SR 2266 PENNSYLVANIA AVE OVIEDO, FL 32765-8803	
SOTO DAYANARA SOTO MARTIN 108 BEASLEY RD OVIEDO, FL 32765-9497	
SPAIN YEOMAN DY'SHON S CAMPOSECO SABRINA 120 BEASLEY RD OVIEDO, FL 32765-9497	
SPENCER DAVID R 119 BEASLEY RD OVIEDO, FL 32765-9498	
SPRITEY REED LLC 1010 STOUT CT OVIEDO, FL 32765-5908	
TORRES JOSEPH TORRES MIRIAM 2270 ALAFAYA TRL OVIEDO, FL 32765-8829	

Alafaya Beasley Rezone
April 21, 2026 @ 6:00pm

Location: 113 W. Chapman Road, Oviedo, FL 32765

Attendance:

Leticia Santana and husband, Enrique Pantoja
Paul M. Kaufmann (owner)
Stephen Ratcliff (owner)

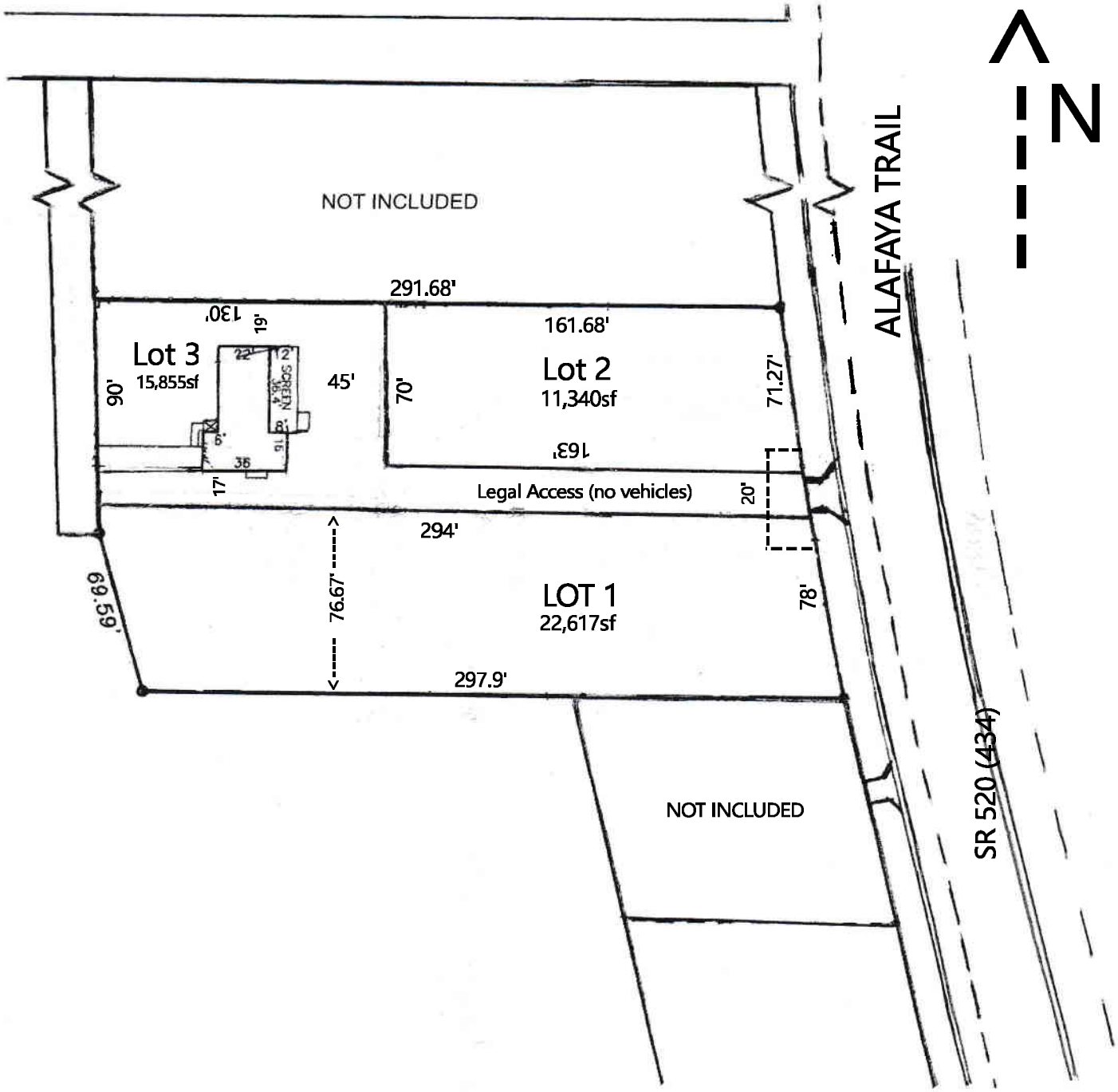
Background: Stephen Ratcliff and Paul Kaufmann already know Leticia Santana and Enrique Pantoja…they own two lots directly to the south of the property being rezoned.

Stephen Ratcliff asked Leticia and Enrique if they had any questions about the project.

Leticia indicated they did not have any questions about the project.…they just wanted to come by and say hi.

We spent the rest of the evening talking about miscellaneous things and the history of the surrounding area.

7:10pm – Alafaya Beasley Meeting adjourns.


N
NOT INCLUDED
291.68'
130'
19'
Lot 3
15,855sf
90'
45'
70'
Lot 2
11,340sf
161.68'
71.27'
163'
Legal Access (no vehicles)
20'
17'
294'
69.59'
76.67'
LOT 1
22,617sf
78'
297.9'
NOT INCLUDED
ALAFAYA TRAIL
SR 520 (434)

Seminole County
Public Schools

SERITA D. BEAMON
Superintendent

MARK W. MULINS, ED.D
Assistant Superintendent
Operations

RICHARD LEBLANC, AIA
Facilities Planning Department
Phone: 407-320-0560
Fax: 407-320-0292

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127

Visit Our Web Site
www.scps.us

School Concurrency Letter of Determination – No Impact

Alafaya Beasley-Rezone
Stephen Ratcliff
751 E. Chapman Road
Oviedo, FL 32765
sratcliff@ratcliffproperties.com

April 12, 2026

RE: Concurrency Letter of Determination – No Impact, Alafaya Beasley-Rezone

Parcel ID(s): 27-21-31-505-0000-011C

This letter certifies the above referenced project/property, based on the adopted 2021 School Interlocal Agreement (ILA) is determined to be of **NO IMPACT** to student generation of school concurrency requirements. The owner is proposing the splitting of one (1) lot into three (3). The final disposition of this project is the jurisdiction of Seminole County.

This does not address the issue of any entitlement to an exemption from school impact fees required by Seminole county Ordinance #92-14, #2007-41, and the Land Development Code.

If you have any questions, please do not hesitate to contact me at joy_ford@scps.us or at 407-320-0069.

Joy E. Ford

Joy Ford
Assistant Director of Facilities Planning

cc: File

From: Rosemary Ephraim
To: Apgar, Kaitlyn
Subject: Opposition to Rezoning Application Z2025-023 (Alafaya Beasley Rezone)
Date: Tuesday, June 9, 2026 2:33:47 PM

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

Dear Planning & Zoning Commission and Board of County Commissioners:

I am a neighboring property owner and respectfully oppose Rezoning Application Z2025-023 (Alafaya Beasley Rezone).

My home is directly adjacent to the property being considered for rezoning. When my family moved to Oviedo and purchased our home two years ago, we specifically chose this area because of its lower-density residential character and the sense of space it provided. We also chose our particular lot because of the surrounding natural setting and the open area adjacent to our property. The existing R-1AA zoning of the neighboring parcel was part of the established development pattern that attracted us to this neighborhood and influenced our decision to make a long-term investment here.

My concerns include:

1. **Incompatibility with the existing neighborhood character.** The proposed rezoning would permit smaller lots and increased density that is not consistent with the larger-lot residential pattern surrounding the subject property.
2. **Loss of privacy and residential buffer.** The subject property is immediately adjacent to my home. Development of three homes on this parcel would substantially reduce the existing buffer between properties, resulting in increased noise, activity, and loss of privacy for my property and neighboring residents.
3. **Traffic and safety impacts.** Additional homes will increase vehicle traffic entering and exiting the area. Given the existing traffic conditions near Alafaya Trail and Beasley Road, I am concerned that additional development will further contribute to congestion and create additional safety concerns for residents, children, pedestrians and cyclists.
4. **Stormwater and drainage concerns.** Increased development typically results in additional impervious surfaces. I am concerned about potential changes to drainage patterns and runoff that could negatively affect surrounding properties.
5. **Impact on enjoyment of property and neighborhood character.** The proposed rezoning would alter the character of the area and diminish the privacy, open feel, and quiet enjoyment that existing homeowners reasonably expected when purchasing their homes.
6. **Cumulative development pressure.** Additional residential development has already occurred in the surrounding area. Approving this rezoning may encourage further requests for increased density, resulting in incremental changes that collectively alter the established character of the neighborhood.

Rezoning decisions have long-term consequences for both current and future residents. Once density is increased and development occurs, the resulting impacts on traffic, privacy, neighborhood character, and the overall feel of the area cannot easily be reversed. For that reason, I believe this request should be carefully evaluated with consideration for those who already live in and contribute to this community.

For these reasons, I respectfully request that Seminole County deny Rezoning Application Z2025-023 and retain the current R-1AA zoning designation.

Unfortunately, I am unable to attend the public hearing in person. As a neighboring property owner who will be directly affected by this decision, I respectfully request that this letter be included in the official record and fully considered by the Planning & Zoning Commission and Board of County Commissioners when evaluating Rezoning Application Z2025-023.

Please confirm receipt of this correspondence and that it will be included in the public record for consideration during the review of Rezoning Application Z2025-023.

Thank you for your time and consideration of the concerns of our property and neighboring residents who will be directly impacted by this proposal.

Rosemary and Sanmi Ephraim
2515 Blue Wave PL
Oviedo, FL 32765

Topic: Alafaya Beasley Rezone PZ25-20000008

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed rezone is a request to amend the zoning from R-1AA (Single-Family Dwelling) to R-1 for a proposed single family residential subdivision on approximately 1.14 acres, located on the west side of Alafaya Trail, south of Beasley Rd.

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
N/A
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** o **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** o **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
N/A
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**
N/A

File Number: 2026-0507

Title:

BioFit Rezone- Consider a Rezone from C-1 (Retail Commercial) to C-2 (General Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 426; (M. Rebecca Wilson, Esq., Lowndes Law Firm, Applicant) District1 - Dallari **(Kaitlyn Apgar, Senior Planner)**

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting a rezone from C-1 (Retail Commercial) to C-2 (General Commercial) to redevelop the subject property as an automobile dealership without automobile repair. The site was previously developed as an 11,254 square foot gym in 2019. The Developer proposes to renovate the existing building to accommodate for the selling and storage of vehicles.

The subject property has an Industrial Future Land Use designation, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The current F.A.R. of the site is 0.16. The intent of the Industrial land use designation is to provide locations for heavy commercial and industrial land uses oriented toward warehouses, storage, manufacturing, as well as more intense commercial uses and industrial uses, respectively. This use of the property as an automobile dealership is considered a general commercial use, which is permitted within the C-2 (General Commercial) zoning district, as well as C-3 (Heavy Commercial), M-1 (Industrial), and M-2 (Impact-

General Industrial) districts.

The subject property is located adjacent to a retention area to the north owned by the Florida Department of Transportation, the Cross Seminole Trail to the west, SR 426 to the east, and Camp Road to the south. The surrounding development pattern includes public utility sites as well as light manufacturing and warehouse facilities, which are consistent with the Industrial Future Land Use designation.

The Future Land Use and zoning designations of the surrounding area are as follows:

Northeast: SR 426- Arterial Road
Future Land Use: Industrial
Zoning: A-1 (Agriculture)

Southwest: Camp Road- Local Road
Future Land Use: Industrial
Zoning: M-1A (Light Industrial) and A-1 (Agriculture)

Northwest: Cross Seminole Trail
Future Land Use: Industrial
Zoning: M-1A (Light Industrial) and A-1 (Agriculture)

Southeast: SR 426- Arterial Road
Future Land Use: Industrial
Zoning: A-1 (Agriculture)

Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site does not appear to contain floodplains.

Wetland Impacts:

Based on previously submitted development plans and current County wetland map analysis, there does not appear to be any wetlands on the property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there do not appear to be endangered and threatened wildlife on the subject property.

Utilities:

The site is located in the Seminole County utilities service area and is connected to water and sewer. Environmental Services is requiring the Developer to provide a utility

easement for maintenance of County utility lines, as one was not previously established during original development.

Transportation/Traffic:

The property currently has one access onto Camp Road, a County maintained local road.

Sidewalks:

There is an existing sidewalk along Camp Road that connects to the site and to the trail. There is also a sidewalk existing along SR 426 that is connected to the site.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin. The site has an existing permitted drainage system and no additional improvements to the drainage system are expected at this time.

Buffers and Open Space:

Buffers and Open Space requirements will be determined at Final Site Plan approval, if required. The site was approved for development in 2019 in compliance with the Seminole County Land Development Code.

Consistency with the Land Development Code

The proposed C-2 (General Commercial) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed use of automobile sales does not adversely affect any surrounding properties and is required to maintain adequate buffering from SR 426, Camp Road, and the trail to the northwest.

Staff finds the requested C-2 zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The purpose and intent of the Industrial Future Land Use is to identify locations for a range of heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other similar industrial uses. This land use should be located with direct access to rail systems, collectors, and arterial roadways, and as infill development where this use is established.

The proposed C-2 zoning classification is compatible with the surrounding trend of development in the area and is consistent with both the allowable use and density provisions of the Industrial Future Land Use designation. The existing character in the surrounding area consists of heavy commercial and light manufacturing uses. The presence of an Industrial Future Land Use node in this area demonstrates the intent for the area to be Commercial/Industrial oriented and is supported by the established M-1A (Very Light Industrial) and C-3 (Heavy Commercial) uses within it, and the request reinforces the established development pattern.

Staff finds the proposed C-2 zoning classification to be consistent with the Comprehensive Plan.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community Meeting Procedure, the Applicant conducted a community meeting on March 3, 2026; details of the community meeting have been provided in the agenda package.

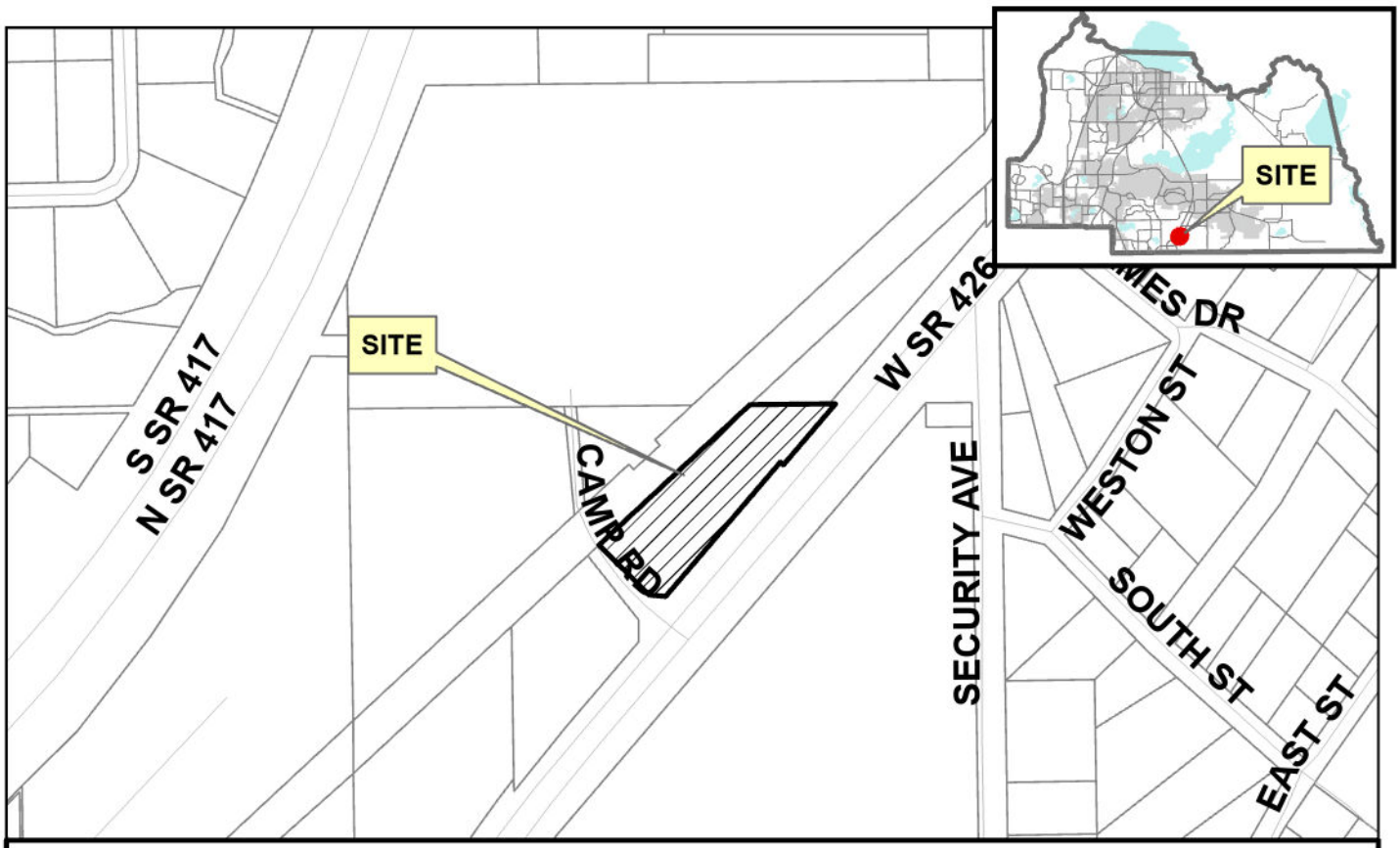
Planning & Zoning Commission

The Planning & Zoning Board met on June 3, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a rezone from C-1 (Retail Commercial) to C-2 (General Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 426. The minutes from this meeting have been included in the agenda package.

Requested Action

Staff requests the Board of County Commissioners adopt the Ordinance enacting a rezone from C-1 (Retail Commercial) to C-2 (General Commercial) as per the following motion:

Based on Staff’s findings and the testimony and evidence received at the hearing, the Board of County Commissioners finds the request is consistent with the Comprehensive Plan and meets the applicable portions of the Land Development Code, and moves to adopt the Ordinance enacting a Rezone from C-1 (Retail Commercial) to C-2 (General Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 426.



Rezone No: Z2026-001

Parcels

N

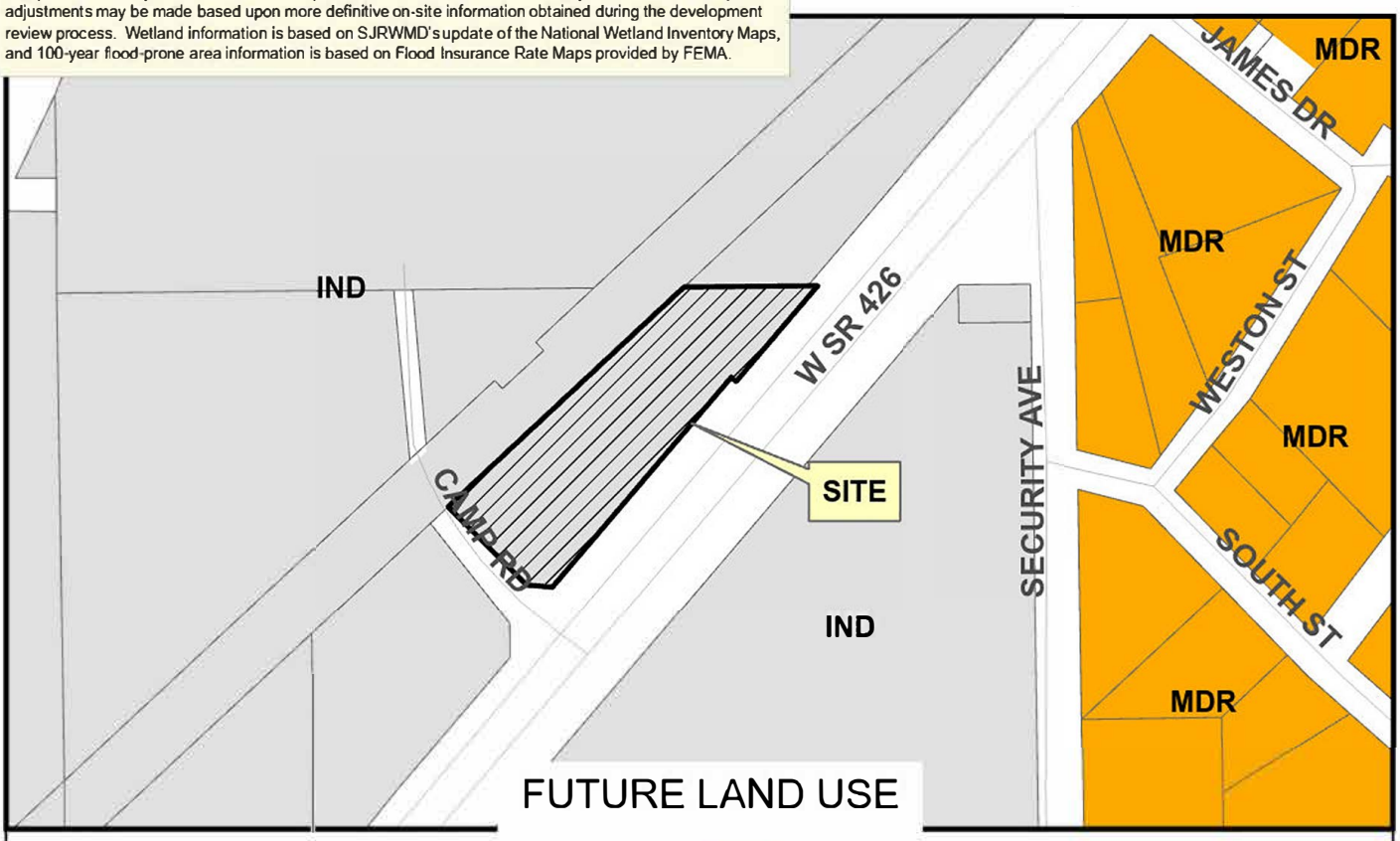


Winter 2025 Color Aerials

Date: 3/16/2026

Name: Z2026-001LocationAerial

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.

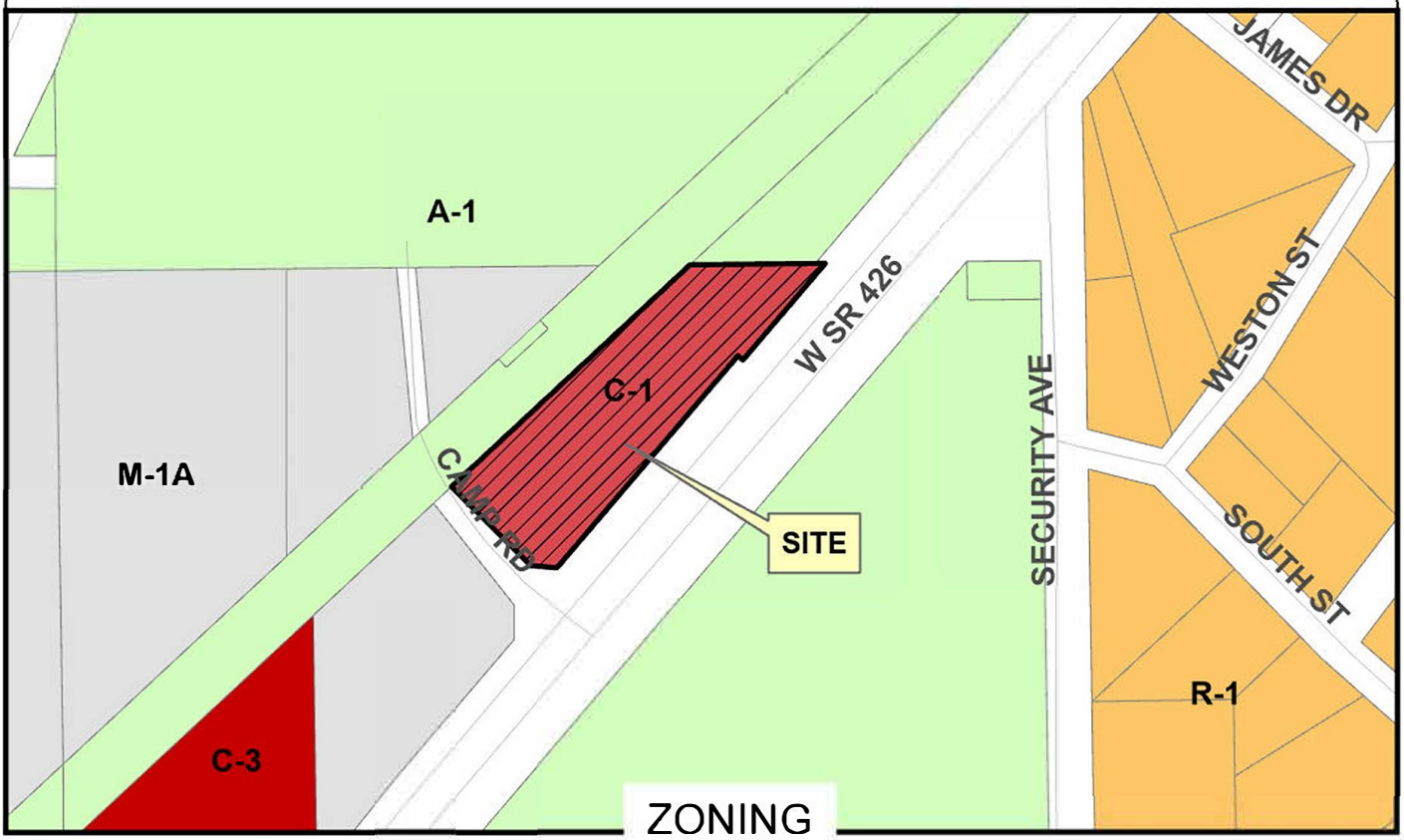


FUTURE LAND USE

IND MDR

Applicant: BioFit
STR/Acres/District: 29-21-31 / 1.65+/- acres / District 1
Existing Use: Fitness Center
Special Notes: None

Rezone No: Z2026-001
From: C-1 To: C-2



ZONING

Date: 3/13/2026

Name Z2026-001FluZonePg

A-1 R-1 C-1 C-3 M-1A

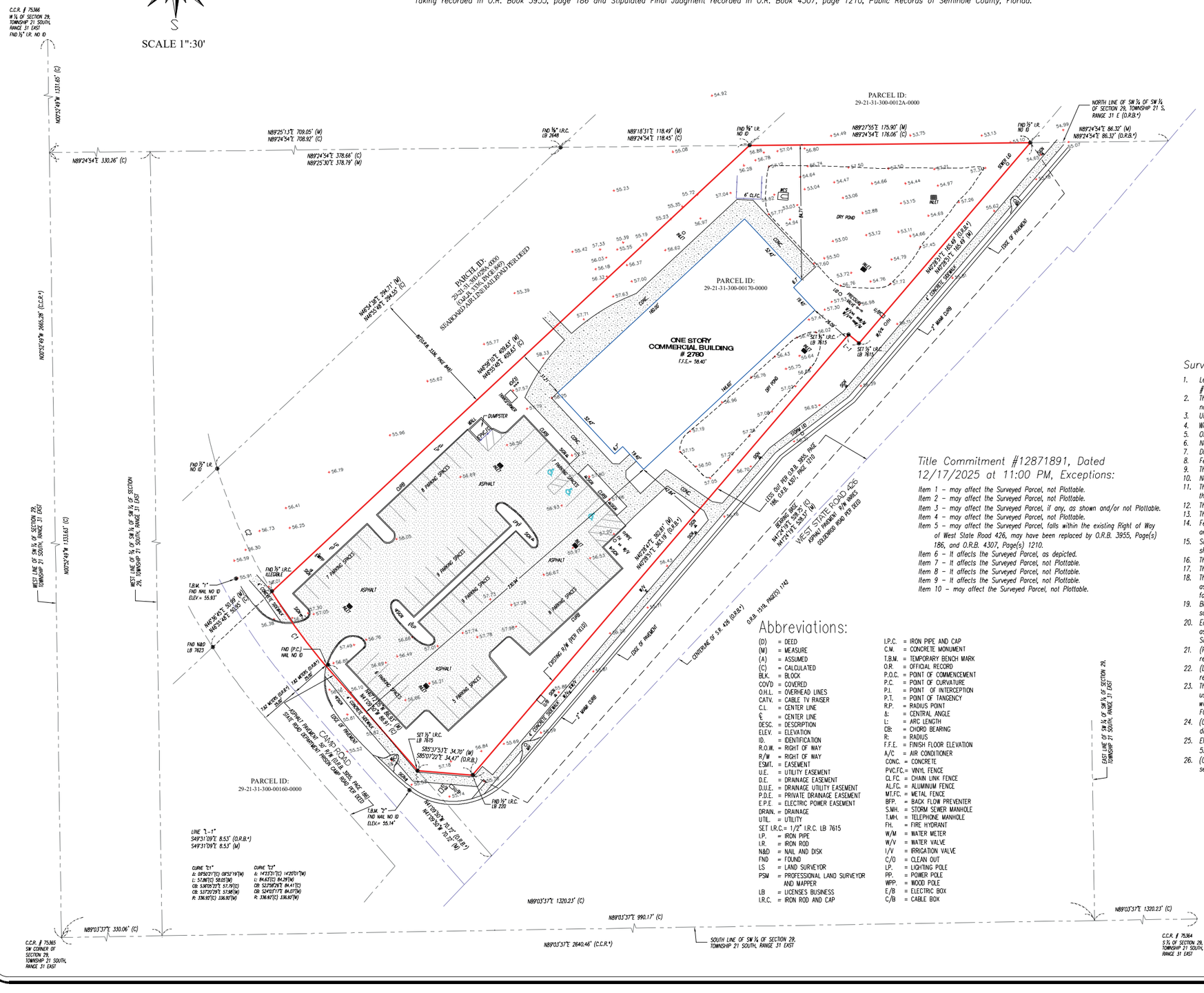
BOUNDARY & TOPOGRAPHY SURVEY

N
W E
S

SCALE 1":30'

Legal Description:

All of the East ¾ of the SW ¼ of the SW ¼ of Section 29, Township 21 South, Range 31 East, Seminole County, Florida, lying between the Seaboard Air Line Railroad and the Oviedo Goldenrod Road, and lying Northerly of the State Road Department Prison Camp Road. Less and except that portion described in Stipulated Order of Taking recorded in O.R. Book 3955, page 186 and Stipulated Final Judgment recorded in O.R. Book 4307, page 1210, Public Records of Seminole County, Florida.



Title Commitment #12871891, Dated 12/17/2025 at 11:00 PM, Exceptions:

Item 1 – may affect the Surveyed Parcel, not Plottable.
Item 2 – may affect the Surveyed Parcel, not Plottable.
Item 3 – may affect the Surveyed Parcel, if any, as shown and/or not Plottable.
Item 4 – may affect the Surveyed Parcel, not Plottable.
Item 5 – may affect the Surveyed Parcel, falls within the existing Right of Way of West State Road 426, may have been replaced by O.R.B. 3955, Page(s) 186, and O.R.B. 4307, Page(s) 1210.
Item 6 – It affects the Surveyed Parcel, as depicted.
Item 7 – It affects the Surveyed Parcel, not Plottable.
Item 8 – It affects the Surveyed Parcel, not Plottable.
Item 9 – It affects the Surveyed Parcel, not Plottable.
Item 10 – may affect the Surveyed Parcel, not Plottable.

Abbreviations:

(D)	= DEED	I.P.C.	= IRON PIPE AND CAP
(M)	= MEASURE	C.M.	= CONCRETE MONUMENT
(A)	= ASSUMED	T.B.M.	= TEMPORARY BENCH MARK
(C)	= CALCULATED	O.R.	= OFFICIAL RECORD
BLK.	= BLOCK	P.O.C.	= POINT OF COMMENCEMENT
COV'D	= COVERED	P.C.	= POINT OF CURVATURE
O.H.L.	= OVERHEAD LINES	P.I.	= POINT OF INTERCEPTION
CATV.	= CABLE TV RAISER	P.T.	= POINT OF TANGENCY
C.L.	= CENTER LINE	R.P.	= RADIUS POINT
℄	= CENTER LINE	Δ:	= CENTRAL ANGLE
DESC.	= DESCRIPTION	L:	= ARC LENGTH
ELEV.	= ELEVATION	CB:	= CHORD BEARING
ID.	= IDENTIFICATION	R:	= RADIUS
R.O.W.	= RIGHT OF WAY	F.F.E.	= FINISH FLOOR ELEVATION
R/W	= RIGHT OF WAY	A/C	= AIR CONDITIONER
ESMT.	= EASEMENT	CONC.	= CONCRETE
U.E.	= UTILITY EASEMENT	PVC.FC.	= VINYL FENCE
D.E.	= DRAINAGE EASEMENT	CL.FC.	= CHAIN LINK FENCE
D.U.E.	= DRAINAGE UTILITY EASEMENT	AL.FC.	= ALUMINUM FENCE
P.D.E.	= PRIVATE DRAINAGE EASEMENT	MT.FC.	= METAL FENCE
E.P.E.	= ELECTRIC POWER EASEMENT	BFP.	= BACK FLOW PREVENTER
DRAIN.	= DRAINAGE	S.MH.	= STORM SEWER MANHOLE
UTIL.	= UTILITY	T.MH.	= TELEPHONE MANHOLE
SET I.R.C.= 1/2" I.R.C. LB 7615		FH.	= FIRE HYDRANT
I.P.	= IRON PIPE	W/M	= WATER METER
I.R.	= IRON ROD	W/V	= WATER VALVE
N&D	= NAIL AND DISK	I/V	= IRRIGATION VALVE
FND	= FOUND	C/O	= CLEAN OUT
LS	= LAND SURVEYOR	L.P.	= LIGHTING POLE
PSM	= PROFESSIONAL LAND SURVEYOR AND MAPPER	PP.	= POWER POLE
		WPP.	= WOOD POLE
LB	= LICENSES BUSINESS	E/B	= ELECTRIC BOX
I.R.C.	= IRON ROD AND CAP	C/B	= CABLE BOX



Address: 2780 West State Road 426, Oviedo, Florida 32765

Certified to/ for the exclusive use of:

D' Color Auto, LLC,
Kurkin Forehand Brandes, LLP,
Fidelity National Title Insurance Company

Flood Insurance Rate Map:

Community Number: 120289 Panel: 0190
Suffix "F" Flood Insurance Rate Map
Dated September 28, 2007 Flood Zone: "X"
Map ID: 12117C0190F

Basis of Bearing:

Bearings shown hereon are based on the NORTHWESTERLY Right-of-Way line of WEST STATE ROAD 426, DEPICTED WITH A DASHED LINE IDENTIFIED AS SUCH, being N 41°24'19"E, CALCULATED FROM O.R.B.*.

Surveyor's Notes:

1. Legal Description provided by Fidelity National Title Insurance Company through Title Commitment #12871891.
2. The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the Title Commitment.
3. Underground portions of footings, foundations or other improvements were not located.
4. Wall and/or ties-dimensions are not to be used to reconstruct boundary lines.
5. Only visible encroachments located.
6. No identification found on properly corners unless otherwise shown.
7. Dimensions shown are Plat and Measured unless otherwise shown.
8. Fence ownership not determined.
9. This survey depicted here forms a closed geometric figure.
10. No underground improvements or visible installations have been located other than shown.
11. This survey is prepared for the exclusive use and benefit of the parties listed hereon liability to third parties may not be transferred or assigned.
12. This Survey is meant to be printed in 24"x36".
13. This survey does not reflect or determine ownership.
14. Fence corners and building corners are witness monuments to obstructed corners, dimensions are as shown.
15. Subject to any dedication, limitations, restrictions, reservations, and/or easements of record not shown on the Title Commitment.
16. This Survey is not an ALTA/ACSM Land Title Survey.
17. This Survey was prepared with the benefit of a Commitment for Title Insurance.
18. The flood data provided is for informational purposes only. The Surveyor makes no guarantees as to the accuracy of the information provided. The local F.E.M.A. Agency should be contacted for verification.
19. Boundary bases on existing monumentation as found in field, other matters not known to this surveyor at time of survey may affect Boundary lines shown hereon.
20. Easements (if) depicted on this Survey are as noted on the Title Commitment, the Surveyor assumes no liability as if those were vacated, or if there are more easements affecting the Surveyed Parcel.
21. (P*) DENOTES one or more of the following: distance, bearing, angle or any other surveying data recorded on a neighboring Subdivision Plat. Plat Book and Page as shown on Survey.
22. (D*) DENOTES one or more of the following: distance, bearing, angle or any other surveying data recorded on a neighboring Parcel Deed. O.R.B. and Page as shown on Survey.
23. This Survey is intended for construction, permitting and design purposes only, exclusively for this, used by those to whom it is certified. This Survey is not to be used for any other purpose without the written consent of LEBRON GROUP SURVEYING AND MAPPING CORP. PHOTOCOPYING FORBIDDEN. COPYRIGHTED MATERIAL.
24. (O.R.B.*) DENOTES one or more of the following: distance, bearing, angle or any other surveying data recorded on a Official Reccord Book, O.R.B. and Page as shown on Survey.
25. Elevations (if) shown hereon are based on the Benchmark 8131904, with recorded Elevation 53.762' (NAVD 88).
26. (C.C.R.*)= DENOTES a bearing and distance measured from located or plotted coordinates of the sectional monumentation per Certified Corner Records.

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JOSE RAUL NEGRON LS 6850 STATE OF FLORIDA SURVEYOR AND MAPPER

Digitally signed by Jose Raul Negron

CODE:2780WESTSTATEROAD426202600018
HECTOR LEBRON PSM #6634 Professional Surveyor and Mapper
DATE: 01/26/2026
JOSE R. NEGRON PSM#6850 Professional Surveyor and Mapper
"NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED RAISED/ ELECTRONIC SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

LEBRON GROUP LICENSE BUSINESS #7615
LAND SURVEYING AND MAPPING CORP.
* BOUNDARY * TOPOGRAPHY * CONSTRUCTION SUPPORT
* HIDROGRAPHY * GPS SERVICES
Licenses Business #7615
2236 Water Woods Blvd. S. 1000 Winter Park, FL 32792
Phone: (407) 517-4353 Fax: (407) 517-4353
Website: WWW.LEBRONGROUP.COM

REVISIONS	DESCRIPTION	DATE	APP

ADDRESS: 2780 WEST STATE ROAD 426, OVIEDO, FLORIDA 32765

DATE: 01/12/2026
DRAWN: EJMR
CHECKED: H.L.
FIELD:
JOB NO. 2026-0018
SHEET 1

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO 2780 W SR 426 LOCATED IN SEMINOLE COUNTY; REZONING THE PROPERTY CURRENTLY ASSIGNED THE C-1 (RETAIL COMMERCIAL) ZONING CLASSIFICATION TO THE C-2 (GENERAL COMMERCIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled BioFit Rezone, dated July 14, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from C-1 (Retail Commercial) to C-2 (General Commercial).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in

accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 14th day of July, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION

All of the East 3/4 of the SW 1/4 of the SW 1/4 of Section 29, Township 21 South, Range 31 East, Seminole County, Florida, lying between the Seaboard Air Line Railroad and the Oviedo Goldenrod Road, and lying Northerly of the State Road Department Prison Camp Road, Less and except that portion described in Stipulated Order of Taking recorded in O.R. Book 3955, page 186 and Stipulated Final Judgement Recorded in O.R. Book 4307, page 1210, Public Records of Seminole County, Florida.

March 3, 2026
6:00 to 7:00 p.m.
Tuskawilla Middle School

Community Meeting Summary Report

I. Overview

A community meeting was held regarding the rezoning application filed with Seminole County for a proposed indoor auto dealership on property located at 2780 W. SR 426, Oviedo, Florida 32765, parcel ID # 29-21-31-300-0170-0000 (the "Property").

II. List of affected parties (with addresses) that were notified of the proposed project and invited to the Neighborhood Meeting.

Please see Exhibit A.

III. Number of Neighborhood Meeting Notices distributed.

Notices were mailed to property owners within 500 feet of the Property. This information was found with direction from the Seminole County Property Appraiser.

IV. A copy of the Neighborhood Meeting Notice.

Please see Exhibit B.

V. Neighborhood Meeting Notice distribution date and method.

The notices were mailed via USPS mail on February 10, 2026.

VI. The date and location of the Neighborhood Meeting.

The meeting was held on March 3, 2026 at Tuskawilla Middle School, 1801 Tuskawilla Rd., Oviedo, FL 32765 from 6:00 p.m. – 7:00 p.m.

VII. The number of people that participated in the Neighborhood Meeting.

No members from the community attended.

VIII. A record of all phone calls and e-mails received, with a description of concerns, issues or problems discussed and contact information of caller.

We did not receive any phone calls, e-mails, or other correspondence in connection with the meeting.

XI. A summary of concerns, issues and or problems expressed at the Neighborhood Meeting.

N/A.

AuthorInitials

APPENDIX A

TIITF/DEPT OF TRANSPORTATION
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-6515

CAMP ROAD HOLDINGS LLC
461 EAGLE CIR
CASSELBERRY, FL 32707-4829

TIITF
C/O GREENWAYS &amp
TRAILS OVIEDO-SPRING HAMMOCK
TRAIL
DEP 3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-0001

WEST STATE ROAD LLC
505 S FLAGLER DR
900
WEST PALM BCH, FL 33401-5923

BEST PLUMBING & REMODELING INC
3097 CAMP RD
OVIEDO, FL 32765-7533

TIITF/DEPT OF TRANSPORTATION
CONVICT CAMP
C/O DNR DOUGLAS
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-6515

TIITF/DEPT OF TRANSPORTATION
CONVICT CAMP
C/O DNR DOUGLAS
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399-6515

3100 CAMP RD LLC
3100 CAMP RD
OVIEDO, FL 32765-7532

3100 CAMP RD LLC
3100 CAMP RD
OVIEDO, FL 32765-7532

DUKE ENERGY FLORIDA LLC
PO BOX 37996
CHARLOTTE, NC 28237-7996

DUKE ENERGY FLORIDA LLC
PO BOX 37996
CHARLOTTE, NC 28237-7996

DUKE ENERGY FLORIDA LLC
PO BOX 37996
CHARLOTTE, NC 28237-7996

REDDING MARY
BLACKSHEAR PATRICIA
LATIMER GERALDINE
REDDING L C
THOMAS MARGARET S
REDDING MARILYN D

COLLECTION 674 OVIEDO LLC
1950 LEE RD
STE 109
WINTER PARK, FL 32789-1859

5423 PARADISE CAY CIRCLE LLC
127 RAHWAY AVE
ELIZABETH, NJ 07202-2015

BAKER JOHN
3035 SECURITY AVE
OVIEDO, FL 32765-6522

BROOKS STEPHEN BEN II
WALKER CARLA
3133 SECURITY AVE
OVIEDO, FL 32765-8326

ELY MATTIE B
2197 SOUTH ST
OVIEDO, FL 32765-8332

DOWNES GEORGE R III
DOWNES MARSHA P
PARKER RICHARD H JR
933 WAKULLA SPRINGS RD
CRAWFORDVILLE, FL 32327-5832

ROCK HILL MISSIONARY BAPTIST
CHURCH
3036 WESTON ST
OVIEDO, FL 32765-8346

J G M TORMES INC
1143 KERWOOD CIR
OVIEDO, FL 32765-9734

APPENDIX B

COMMUNITY MEETING NOTICE

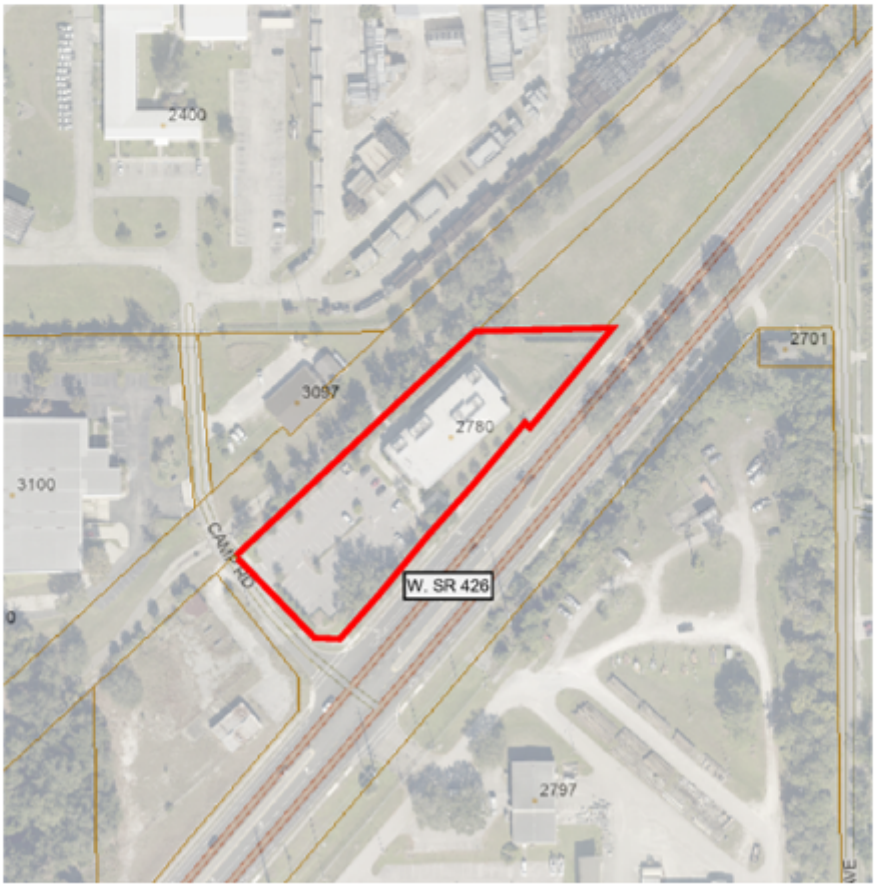
A rezoning application has been filed with Seminole County Planning and Development for property located at 2780 W. SR 426, Oviedo, Florida, parcel ID number: 29-21-31-300-0170-0000 (the "Property"). The Applicant is requesting to rezone the property from C-1 to C-2.

The proposed rezoning will allow the existing building to be utilized as an indoor car dealership.

The development team is hosting a community meeting to present information about the proposed project on March 3, 2026 beginning at 6:00 p.m. until 7:00 p.m. at Tuskawilla Middle School, located at 1801 Tuskawilla Road, Oviedo, FL 32765.

If you have any questions and cannot attend, please contact Kathryn Johnston via email at kathryn.johnston@lowndes-law.com. We look forward to talking to you.

PROPOSED PROJECT SITE



From: ira@onsolidgroundstorage.com
To: Apgar, Kaitlyn
Cc: "Lindsay Bellinkoff"
Subject: Project No 26-20000001 | Biofit Rezone
Date: Friday, May 29, 2026 2:36:40 PM

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

Hi Kaitlyn,

I am the current owner of Collection 674 Oviedo LLC, which owns approximately 3 acres two lots south of Camp Road on SR 426. I am writing this email to express my support of the proposed dealership project it is homogenous with our use a luxury automobile storage. Therefore, we support the rezoning to C-2. Please incorporate my feedback for the scheduled hearing.

Thank you,

Ira S. Bellinkoff, MAI, CCIM

On Solid Ground Storage
1950 Lee Road, Suite 109 | Winter Park, FL 32789
Cell: 407-375-2036

From: Ozzie
To: Apgar, Kaitlyn
Subject: Public Comment Opposing BioFit Rezone Request
Date: Monday, May 25, 2026 1:52:09 PM

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

Dear Ms. Apgar,

I am writing to respectfully oppose the proposed BioFit Rezone from C 1 Retail Commercial to C 2 General Commercial for a proposed car dealership at the northwest corner of Camp Road and West State Road 426.

My concern is not simply about one business replacing another. This request would permanently increase the commercial intensity of the parcel and change the character of the site from a community serving retail and service use to a more auto oriented commercial use.

BioFit currently supports the local community and employs people from the surrounding area. A gym is a neighborhood serving business that brings value to residents through health, fitness, and local employment. Replacing that use with a car dealership would provide far less community benefit and would move the property toward a more vehicle centered commercial use.

I am also concerned about traffic and safety. This area already experiences significant traffic, and a dealership could add more vehicle trips, turning movements, test drives, customer visits, employee trips, and vehicle deliveries. Before approving any increase in zoning intensity, the County should require a clear traffic analysis showing how this use would impact Camp Road, West State Road 426, and nearby intersections.

There is also a visual compatibility concern. A dealership use may introduce outdoor vehicle display, expanded paved areas, additional lighting, signage, and a more commercial frontage. That would be a meaningful change from the current use and could negatively impact the character of the surrounding area.

Most importantly, I do not believe the applicant has shown a clear public benefit that justifies rezoning this parcel from C 1 to C 2. The private business interest is clear, but the benefit to nearby residents and the broader community is not. We already have enough car dealerships and auto related businesses in the area. This location does not need another one.

I respectfully ask that the Planning and Zoning Commission recommend denial of the rezoning request. If the County is not willing to deny the request outright, I ask that it not approve a straight C 2 rezoning without strict conditions, including a binding site plan, traffic mitigation, landscape buffering, lighting limits, signage limits, delivery restrictions, and a prohibition on repair work, body work, outdoor speakers, overnight vehicle transport deliveries, or expansion into other more intensive C 2 uses.

Please include this email as part of the public record for the BioFit Rezone item.

Thank you for your time and consideration.

Sincerely,

Carolina Judge (2813 Ashton Terrace)

SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

Meeting Minutes - Draft

Wednesday, June 3, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Richard Jerman, Carissa Lawhun, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Absent Tim Smith, and Dan Lopez

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Development Services Director; Dagmarie Segarra, Deputy Development Services Director; Jennifer Nix, Assistant County Attorney; Joy Giles, Planning Manager; Jim Potter, Development Review Engineering Manager; Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve the Proof of Publication. The motion passed unanimously, 5-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith, and Commissioner Lopez

Approval of Minutes

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Lourdes Aguirre, to approve the May 6, 2026 Minutes. The motion passed unanimously, 5-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith, and Commissioner Lopez

NEW BUSINESS

Public Hearing Items:

1. BioFit Rezone- Consider a Rezone from C-1 (Retail Commercial) to C-2 (General Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 426; (M. Rebecca Wilson, Esq., Lowndes Law Firm, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner).

   Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property has a Future Land Use of Industrial, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The current F.A.R. of the site is 0.16. The Applicant is requesting a rezone from C-1 (Retail Commercial) to C-2 (General Commercial) to redevelop the subject property as an automobile dealership without automotive repair. The site is located in the Seminole County utilities service area and is connected to water and sewer. Environmental Services is requiring the Developer to provide a utility easement for maintenance of County utility lines, as one

was not previously established during original development. The property currently has one access onto Camp Road, a County maintained local road. There is an existing sidewalk along Camp Road that connects to the site and to the trail. There is also a sidewalk existing along SR 426 that is connected to the site. Buffers and Open Space requirements will be determined at Final Site Plan approval. The site was approved for development in 2019 in compliance with the Seminole County Land Development Code. The site was previously developed as an 11,254 square foot gym in 2019. The Developer proposes to renovate the existing building to accommodate for the selling and storage of vehicles. The proposed use of automobile sales does not adversely affect the surrounding property and is required to maintain adequate buffering from SR 426, Camp Road, and the trail to the northwest. C-2 is consistent with the surrounding properties. The development pattern in this area includes public utility sites as well as light manufacturing and warehouse facilities, which are consistent with the Industrial Future Land Use designation. The proposed C-2 zoning district is considered compatible with the Industrial Future Land Use. In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community Meeting Procedures, the Applicant conducted a community meeting on March 3, 2026. Details of the community meeting have been included in the agenda package. This item is anticipated to be heard on July 14, 2026, by the Board of County Commissioners. Staff requests approval of the BioFit Rezone.

McGregor Love, for the applicant, with Lowndes Law, stated that they concur with Staff's recommendation for approval and he is available to answer any questions.

Commissioner Richard Jerman asked if there will be any automotive repair, and Mr. Love responded that there will not be. Commissioner Jerman also asked if storage of the cars will be inside or outside. Mr. Love responded storage will be inside and outside.

No one from the audience spoke in favor or in opposition to this request.

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Lourdes Aguirre, to approve and refer the BioFit Rezone to the Board of County Commissioners. The motion passed unanimously, 5-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith, and Commissioner Lopez

2. Alafaya Beasley Rezone - Consider a Rezone from R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision of three (3) lots on approximately 1.14 acres, located on the west side of Alafaya Trail, south of Beasley Rd.; (Z2025-023) (Stephen Ratcliff, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner)

   Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property has a Future Land Use of Low Density Residential, which allows a maximum density of 4 dwelling units per net buildable acre. The proposed three (3) lot subdivision equates to a proposed density of approximately 2.63

dwelling units per acre. The current R-1AA zoning designation requires a minimum lot size of 11,700 square feet with a minimum lot width at building line of ninety (90) feet. The proposed R-1 zoning district requires a minimum lot size of 8,400 square feet with a minimum lot width at building line of seventy (70) feet. The property is currently developed as a single family residence. The proposed subdivision intends to include the existing single family home. The property proposes access onto Alafaya Trail, which is classified as an Urban Principal Arterial roadway. Alafaya Trail is currently operating at a level-of-service "A - C" depending on the direction and time of day. Future development on the property is permitted to use the existing FDOT-approved access as a common driveway serving all future residential lots. The access would function as a shared private access point, and the existing location and configuration of the driveway would remain unchanged unless otherwise approved by FDOT and Seminole County. There is an existing sidewalk along Alafaya Trail; therefore, the Developer will not be required to build a sidewalk along the property frontage. The requested R-1 zoning classification does not require a plan for review during the rezone process; therefore, at time of preliminary subdivision plan review or minor plat review, the development will be evaluated for buffer requirements. The R-1 zoning district does not require open space. The proposed lots are within Seminole County's potable water service area and are required to connect. The proposed lots are also within the County's sanitary sewer service area and reclaim irrigation area, but will not be required to connect. The portion of Beasley Estates located directly to the southeast of the proposed development is characterized by lots that have a minimum lot width of seventy (70) feet and a minimum lot size of 8,400 square feet. The adjacent Beasley Estates development is consistent with the proposed R-1 zoning district dimensional standards and this request provides an appropriate transition from the larger lot sizes and widths to the north and southwest. This request is consistent with the Seminole County Land Development Code and the prevailing trend of development characterized by single family residences in the area. The overall density complies with the Future Land Use designation of four (4) dwelling units per net buildable acre and the proposed zoning designation is compatible. In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community Meeting Procedures, the Applicant conducted a community meeting on April 21, 2026. Details of the community meeting have been included in the agenda package. This item is anticipated to be heard on July 14, 2026, by the Board of County Commissioners. Staff requests approval of this request.

Commissioner Richard Jerman asked what it means on the diagram that shows the three (3) lots and states legal access and no vehicles. Ms. Apgar responded that it was presented at the community meeting by the applicant and based on the information we have, the lots would have to be accessed via the one access point on SR 434, but the applicant will be better able to respond better as to what that diagram means.

Stephen Ratcliff, for the applicant, of Oviedo, stated that in regard to Mr. Jerman's question on the legal access question, that when the subdivision was developed behind this property, they gave him an easement at the back of the property that goes onto Beasley Road. This was part of the deal for them to develop the subdivision. They are going to use that easement for access to the house in the back to minimize the amount of access points onto SR 434/Alafaya Trail. Only the two front lots will primarily utilize

the shared driveway onto SR 434. The back easement for approximately 30-40 years has been used by the existing house.

Commissioner Jerman stated that the access is not restricted like it says. Mr. Ratcliff stated that he is going to present that to the Department of Transportation (DOT) and Seminole County. He doesn't mind restricting the access to allow continuing the access they've been using all of these years. It would just be a legal access, like a pedestrian access or whatever, but not to drive their cars through there, as they will go out through a legal access onto Beasley Road.

Public Comment in opposition to this request included the following:

1) Sheila Lockhart, of Oviedo, stated that she lives right behind the project and asked what the sizes of the houses to be built, since it doesn't look like enough land to build houses. She wants to know the square footage of the houses proposed. She also asked if the entry to all of the houses will be off of Alafaya Trail.

Mr. Ratcliff responded by stating that once the property is split, one lot will be ½ acre and the other 1/3 acre, so they will be consistent with the other houses built along Alafaya Trail. They will be approximately in the 2,600 to 3,000 square foot range, which seems to be the norm in that area. The two houses facing Alafaya Traill will definitely go onto Alafaya Trail through an existing common driveway. The house in the back will utilize an easement that runs north towards Beasley Road.

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve and refer the Alafaya Beasley Rezone to the Board of County Commissioners. The motion passed unanimously, 5-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith, and Commissioner Lopez

CLOSING BUSINESS

Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that the July Planning & Zoning Commission meeting will be held on July 1st. Our draft agenda looks to be about six items and Staff wants to check and see if the Board plans to attend and if not, we would like to propose to move the meeting to July 7th. It was decided to keep the meeting on July 1st and Staff will reach out to the Board in plenty of time to determine quorum.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:23 PM.

Topic: BioFit Rezone PZ26-20000001

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

Rezone from C-1 (Retail Commercial) to C-2 (general Commercial) for a proposed car dealership on approximately 1.65 acres, located on the northwest corner of Camp Rd and W SR 46.

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☐ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☑ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
N/A
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
N/A
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**
N/A

File Number: 2026-0448

Title:

Slavia Station PD Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District1 - Dallari (**Kaitlyn Apgar, Senior Planner).**

Division:
Development Services

Authorized By:

Joy Giles, Planning Manager

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting a rezone from PD (Planned Development) to PD (Planned Development) to redevelop the subject property as a coffee shop with outdoor seating. The Applicant is proposing a total of four (4) structures, inclusive of the existing 1,370 square foot historical building that is proposed to be renovated and utilized as a coffee shop. The redevelopment of the site includes construction of a new 485 square foot restroom building, and a 934 square foot covered outdoor pavilion. The intention of the pavilion is to provide space for small, periodic special events, for which the owners would be required to obtain a special event permit meeting all provisions of the Seminole County Land Development Code. An additional 3,700 square foot two-story building is also proposed; the use of the building will be determined at a later time and will be in compliance with CN (Neighborhood Commercial) and Office uses as defined in the Development Order. The site may be developed in two (2) phases, with the coffee shop and outdoor seating being developed in Phase 1 and the two (2) story office building developed in Phase 2.

The existing 1,370 square foot building is considered to be historical in nature. The structure was utilized as a filling station and general store for the early Slavia

community. It is known that the building was constructed some time prior to 1929.



Digital reproduction of a 3 x 5 inch photograph taken on March 2, 1929. Chase Collection, Special and Area Studies Collections, George A. Smathers Libraries, University of Florida, Gainesville, Florida.

The subject property had previously secured approval of PD zoning entitlements and a Planned Development Future Land Use, approved on August 14, 2007. In accordance with Seminole County Land Development Code (SCLDC) Sec. 30.8.5.6 (a) and Sec. 30.8.5.9, the required Final Development Plan was not submitted within five (5) years and substantial development had not occurred within eight (8) years after approval of the Master Development Plan. As a result, the PD entitlements have expired, necessitating the rezone.

There was no maximum Floor Area Ratio (F.A.R.) established per the previously approved PD; however, a maximum building square footage of 15,000 square feet was established under the previous DO. The applicant is proposing a maximum F.A.R. of 0.24. The proposed development as depicted in the Master Development Plan has an F.A.R. of 0.10 and a total building area of 6,500 square feet.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Future Land Use: Low Density Residential
Zoning: A-1 (Agriculture)

West: SR 426

	Future Land Use: Commercial Zoning: A-1 (Agriculture)
North:	Red Bug Lake Rd Future Land Use: Office Zoning: PD (Planned Development)
South:	Future Land Use: Low Density Residential Zoning: A-1 (Agriculture)

Site Analysis

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photos and County wetland map analysis, there does not appear to be wetlands on the property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to site plan approval.

Utilities:

This development is within Seminole County's potable water service area and sanitary sewer area and is required to connect to public utilities. There is a twelve (12) inch PVC potable water main running along the northwest side of West SR 426 as well as an eight (8) inch PVC potable water main running along the north side of East Red Bug Rd. This property already has an existing water meter and water service connection off of West SR 426 that could potentially be reused for this development. There is a sixteen (16) inch PVC force main running along the southeast side of West SR 426 as well as a four (4) inch PVC force main running along the south side of East Red Bug Rd. The developer will be required to build a private pump station to pressurize the sanitary sewer discharge to connect to the County’s force main system.

Transportation/Traffic:

The property will access onto Red Bug Rd, which is classified as a local Road. Red Bug Rd, does not have improvements programmed in the County five (5) year Capital

Improvement Program.

Sidewalks:

The developer is required to build a five (5) foot wide sidewalk along the property's frontage on Red Bug Rd.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin and has limited downstream capacity; therefore, the site must be designed to hold water quality, and at minimum does not exceed the predevelopment rate of discharge for the twenty-five (25) year, twenty-four (24) hour storm event onsite.

Buffers:

The Applicant proposes a ten (10) foot wide buffer with an opacity of 0.1 along the north property line and a fifteen (15) foot wide buffer with a three (3) foot hedge enhancement along the east, south, and west property lines. Specific buffer components will be established at Final Development Plan.

Open Space:

Twenty-five percent (25%) common usable open space will be provided on the subject property and will be compliant with SCLDC Sec. 30.14.2.

Consistency with the Land Development Code

The intent and purpose of the PD (Planned Development) zoning district is to promote flexibility and innovation to meet the needs of County residents and businesses by facilitating innovative design solutions and development plans, that may be difficult to achieve under conventional zoning regulations. Planned Developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the SCLDC in accordance with Chapter 30, Part 8.

Review Criteria for Planned Developments, as per SCLDC Sec. 30.8.5.3, provides that in approving a Planned Development, the Board of County Commissioners shall affirm the following:

(a) Comprehensive Plan Consistency: In approving a Planned Development, the Board of County Commissioners shall affirm that the proposed development is

consistent with the Comprehensive Plan and effectively implements any performance criteria that the Plan may provide.

Staff Analysis: See full Consistency with the Comprehensive Plan analysis below.

(b) Greater Benefit and Innovation Criteria: PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations.

Staff Analysis:

The proposed development is providing an innovative development concept that allows the preservation of a historical building while serving the greater residential community through the provision of neighborhood compatible commercial uses. The site may also serve as a potential venue for small special events. The cultural preservation of this historic building in Slavia community is a nod to the existing roots of the community and works to serve as an amenity to conserve a piece of heritage while developing a new expression of the site. Heritage and history are considered factors that lend themselves to placemaking and character development of urban areas.

The proposed development is expected to assist in reducing vehicle miles traveled (VMT) per household. The project is located across the street from the Cross Seminole Trail and is providing a sidewalk network and bicycle parking to bolster pedestrian accessibility to the site, thus incentivizing pedestrian over vehicle conveyance.

(c) In addition, any proposed development under the PD (Planned Development) Ordinance must address the following goals:

1. Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis.

Staff Analysis:

The Applicant proposes to meet all arbor and buffer requirements per the SCLDC.

2. Minimize transportation impacts through design elements, which may include, but are not limited to multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles;

transportation demand management; or permitting complementary uses.

Staff Analysis:

The Applicant is proposing bicycle parking in accordance with the SCLDC and must provide pedestrian connectivity to the existing sidewalk along SR 426.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

(2) Why the proposed development cannot be achieved under an existing conventional or special zoning district.

(3) How does the proposed development provide an innovative approach to land development.

(4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.

Staff Analysis:

The Applicant has provided a narrative addressing the requirements of this section. This narrative is provided in the agenda packet.

Consistency with the Comprehensive Plan

Under Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification, the County shall consider uses or structures proposed within the Planned Development zoning classification on a case by case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of performance standards such as, but not limited to; lot size, setbacks, buffering, landscaping, lighting, and building heights.

The proposed PD (Planned Development) zoning classification together with the associated Master Development Plan (MDP) and Development Order (DO), appropriately addresses compatibility with the surrounding development pattern. The proposed PD establishes specific uses, defines maximum building height, and provides adequate buffering to ensure compatibility with the adjacent properties. In addition, any proposed lighting is required to comply with the standards of the SCLDC. Any use of the property for special events will be subject to the SCLDC and permitting process. Use of the property for any accessory civic assembly is limited to the seating provided under the pavilion with any civic assembly use greater than such being

subject to the Special Exception process. The PD proposes a maximum F.A.R. of 0.24, which is below the typical commercial F.A.R. maximum of 0.35, which is considered less intense.

Staff finds the proposed PD (Planned Development) zoning classification to be consistent with the Comprehensive Plan.

In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community Meeting Procedure, the Applicant conducted a community meeting on February 10, 2026; details of the community meeting have been provided in the agenda package.

Planning & Zoning Commission

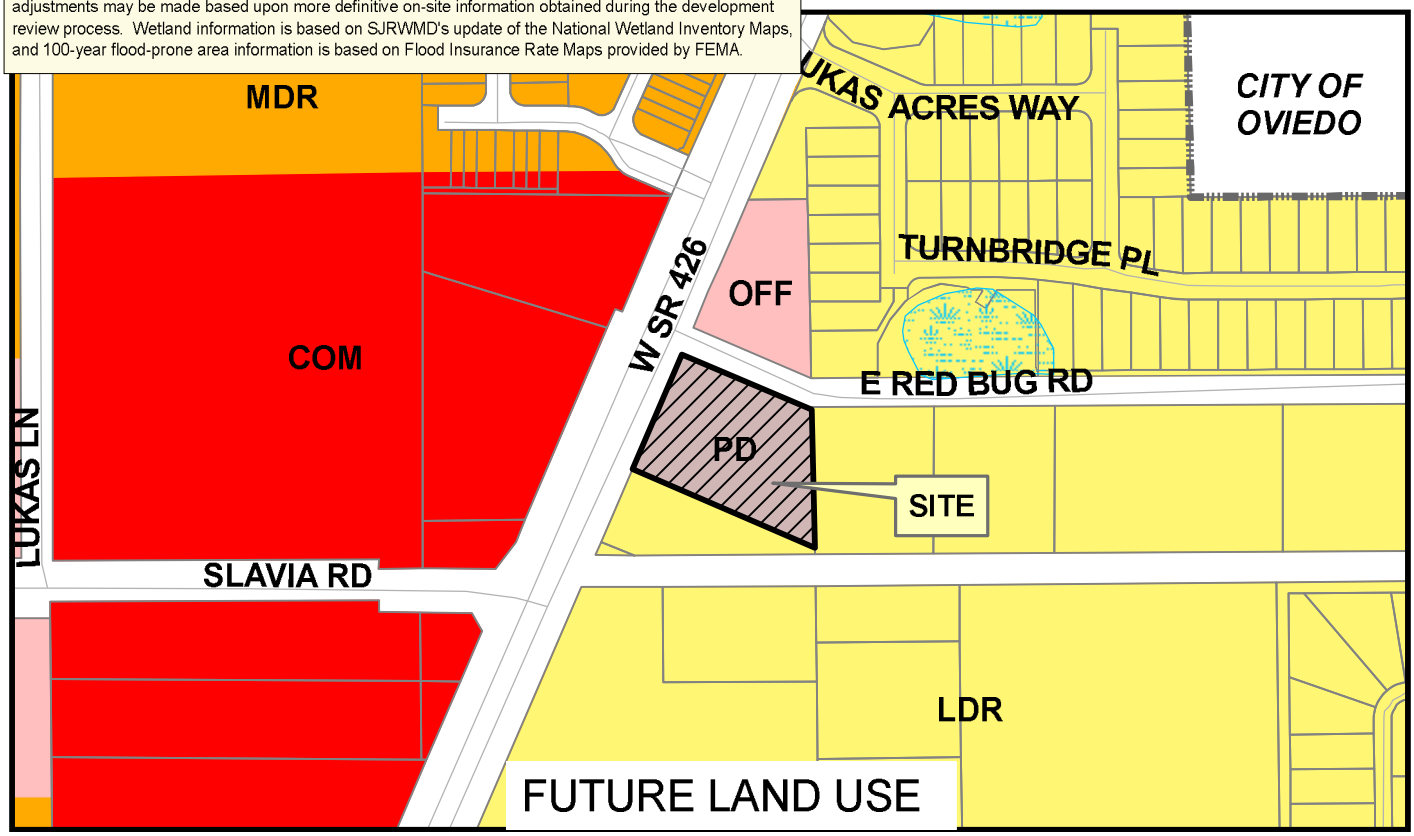
The Planning and Zoning Commission met on May 6, 2026, and voted unanimously to recommend the Board of County Commissioners to adopt the Ordinance enacting the requested rezone and approve the associated Development Order and Master Development Plan. The minutes of this meeting have been included in the agenda package.

Requested Action:

Staff requests the Board adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) as per the following motion:

Based on Staff’s findings and the testimony and evidence received at the hearing, the Board of County Commissioners finds the request meets the identified portions of the Seminole County Land Development Code and moves to adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Development Order and Master Development Plan, for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd.

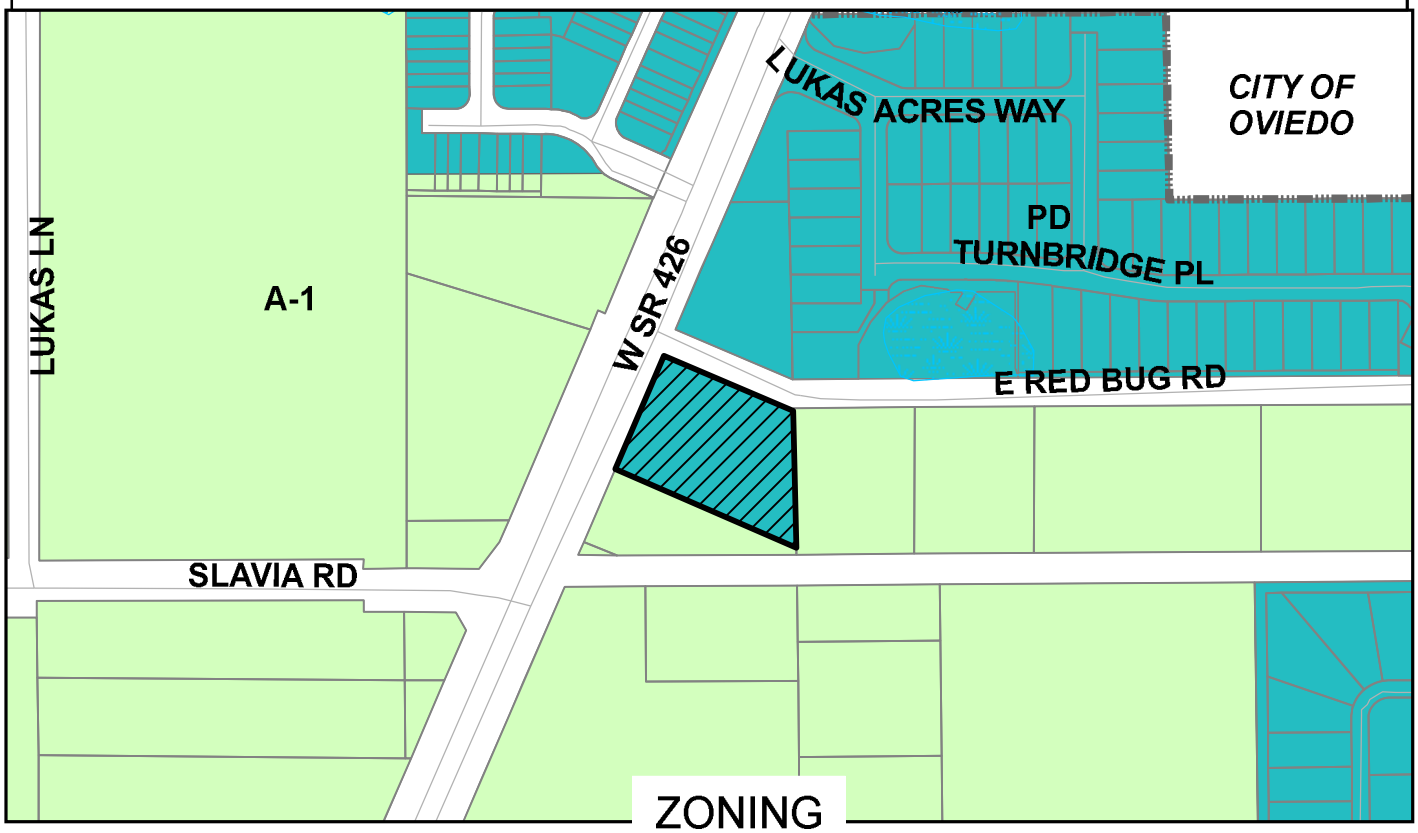
The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



CONS COM LDR MDR OFF PD

Applicant: John Frith
STR/Acres/District: 20-21-31 / 1.45+/- acres / District 1
Existing Use: vacant
Special Notes: Max. Net Density = FAR 0.24

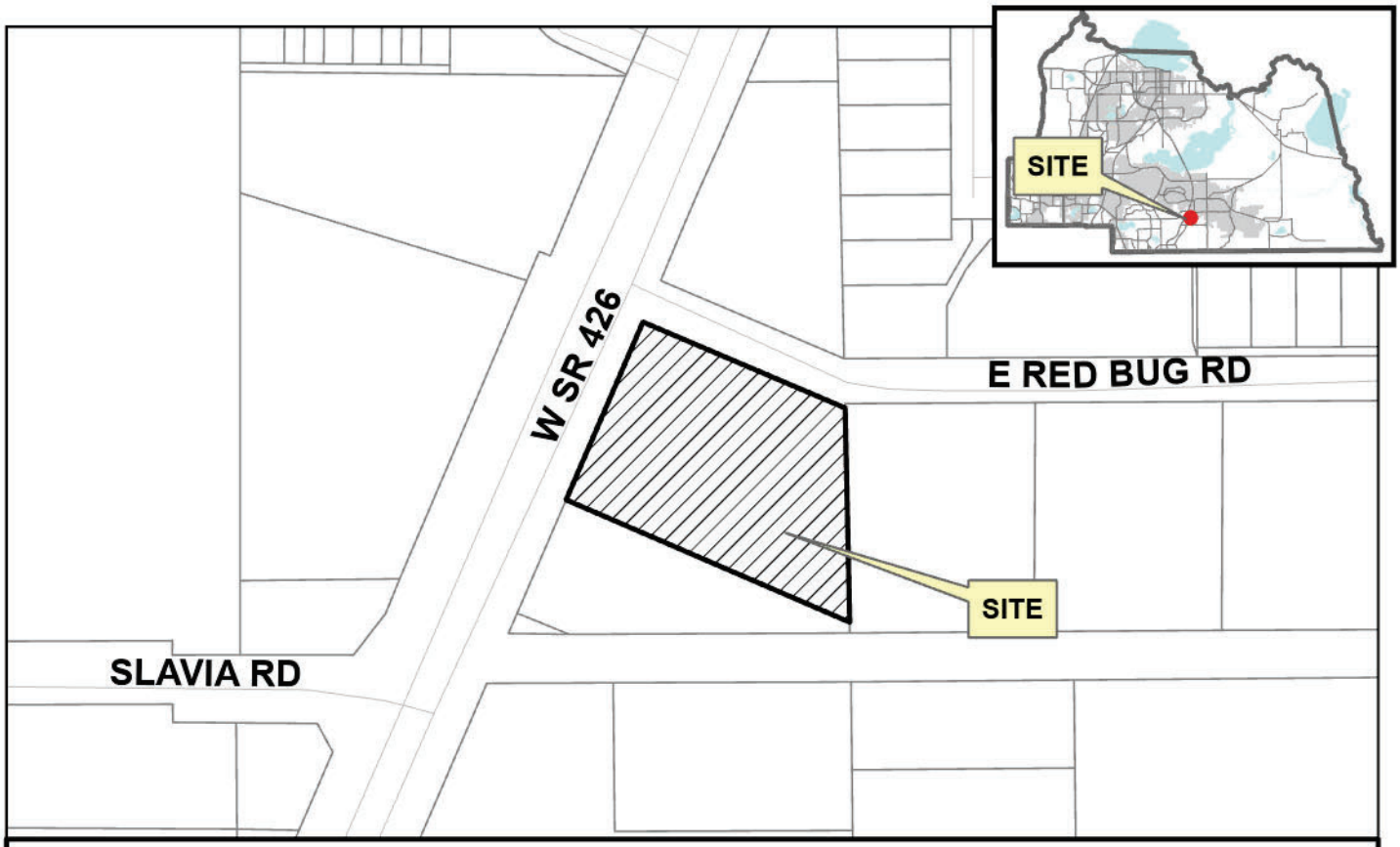
Rezone No: Z2025-011
From: PD To: PD



Date: 4/20/2026

Name Z2025-0011FluZonePg

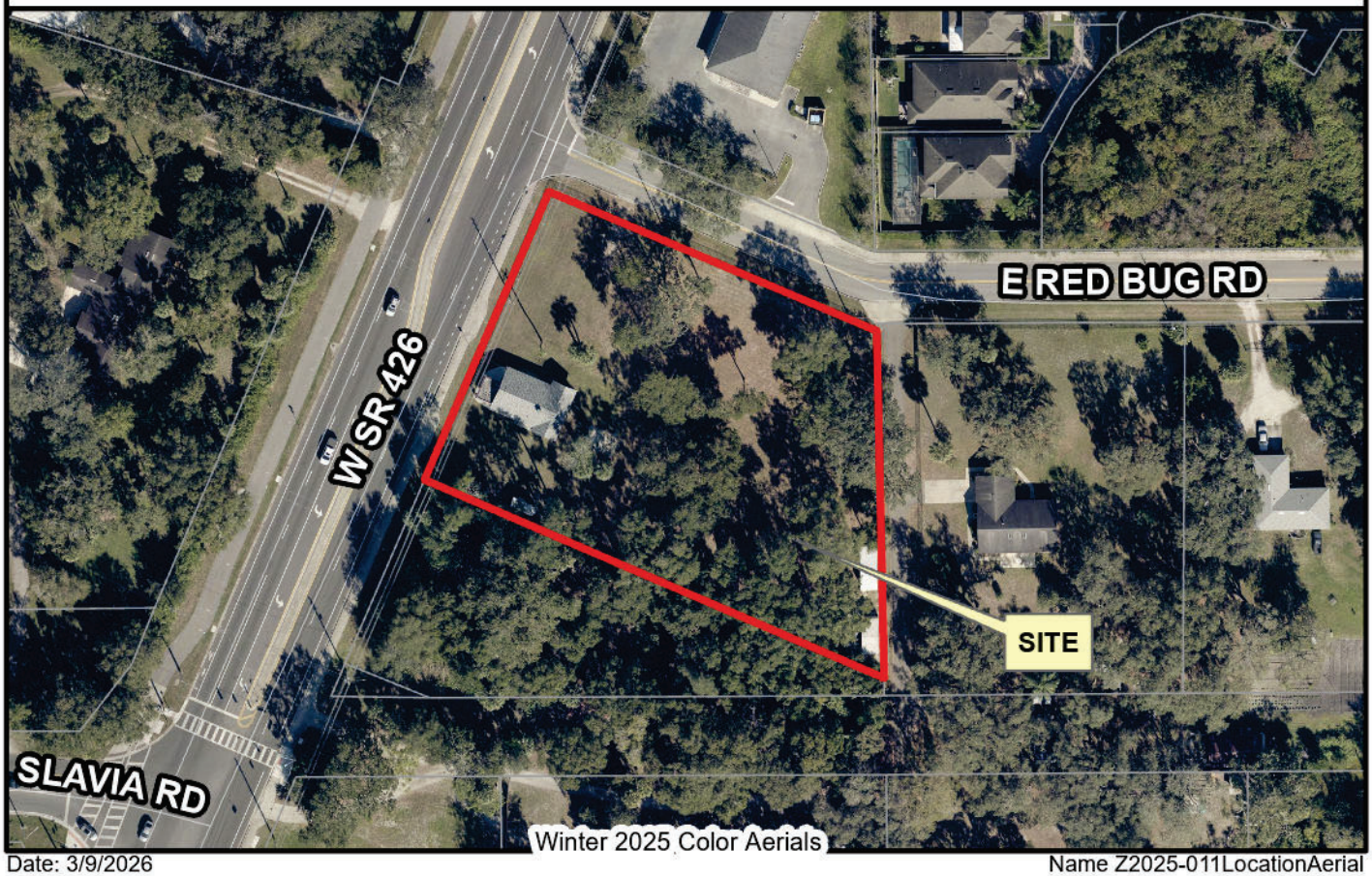
CONS A-1 PD



Rezone No: Z2025-011

Parcels

N



Date: 3/9/2026

Name Z2025-011LocationAerial

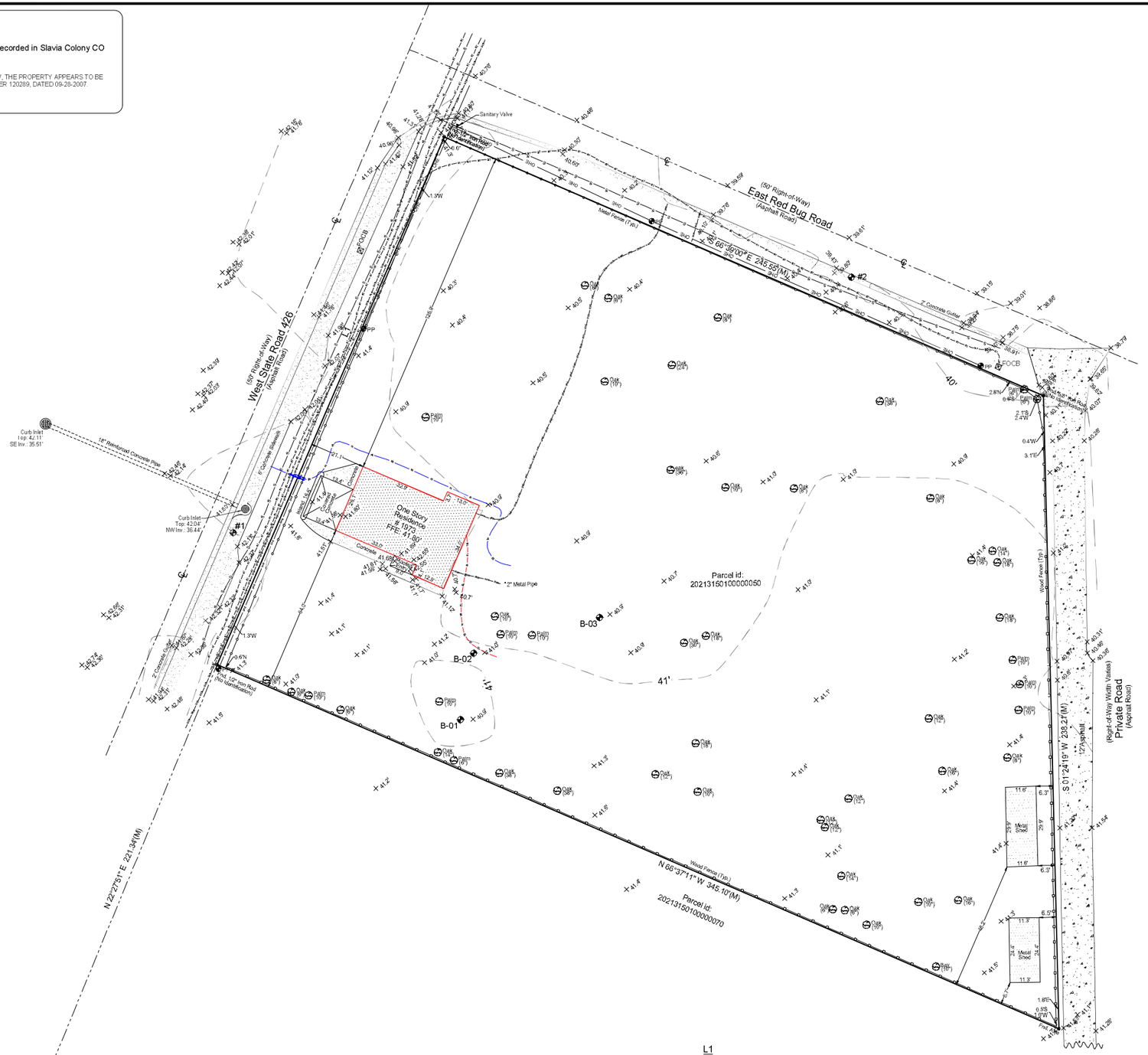
Boundary Survey

Legal Description:

Lots 5 & 6, WILLAMS SURVEY OF LOT 25, according to the Deed thereof as recorded in Slavia Colony CO Deed Book 157, Page 161, Public Records of Seminole County, Florida.

Flood Disdaimer:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN SEMINOLE COUNTY, COMMUNITY NUMBER 120289, DATED 09-28-2007.

CERTIFIED TO:
JAN POSTAVA



Patrick K Ireland
Digitally signed by Patrick K Ireland
Date: 2025.06.03 14:15:52 -04'00'

-Legend-

- Sanitary Manhole
- Water Valve
- Water Meter
- Back Flow Preventor
- FOCB - Fiber Optic Cable Box
- Overhead Utility Line
- Fiber Optic Cable Line
- Water Line
- Gas Line
- Electrical Line
- Unknown Utility Line
- Sanitary Force Main

-Site Benchmark Information-

#1
Fnd. "X" Cut in Sidewalk
Elevation: 42.04'

#2
Set Nail & Disk "LB 7623".
Elevation: 39.33'

-Benchmark Information-

Seminole County Control Point
Designation: #813-19-01
Elevation: 38.51'
(Elevations are based upon NAVD 88 Datum)

-Additional Notes-

> This Boundary Survey is based upon the prior survey performed by Allamonte Surveying & Platting, Inc. (Job #:26/b5, United 9/9/13) and the foremost field monumentation and occupation discovered on the date of 12-12-24, of which is delineated hereon the face of this Survey. Property Boundaries are subject to change, if or when, any other preeminent information is discovered and determined to affect Subject Property. Said change is without hesitation, consultation or noticication.
> This Surveying Company was NOT given a Title Commitment at the time of Execution of the Survey. There was NO Title Search performed by this Surveying Company. Survey is Subject to an Accurate Title Search.
> Bearings shown hereon, are based upon the State Plane Coordinate System, NAD 83, East Zone

Revision: Changed Template - 06/02/25
Revision: Revised Survey - 03/31/25

Field Date: 12/11/24	Date Completed: 12/13/24
Drawn By: SMT	File Number: IS-137600

-Legend-

C	- Calculated	PC	- Point of Curvature
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.C.	- Point of Commencement
Encr.	- Encroaching	PRC	- Power/Curve
Esmt.	- Drainage Easement	PRM	- Permanent Reference Monument
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
FFE	- Finished Floor Elevation	R	- Radius
Fnd.	- Found	Rad.	- Radial
Gar.	- Garage	R/C	- Refers to C/p
L	- Length (Arc)	R/C	- Refers to C/p
M	- Measured	RW	- Right of Way
Mon.	- Monument	Set	- Set "LB 7623"
N/R	- Non-Radial	Typical	
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
PF	- Picket Fence	---x---	- Chain Link Fence

Notes:
- Survey is Based upon the Legal Description Supplied by Client.
- Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- Subject to any Easements and/or Restrictions of Record.
- Bearing Basis shown hereon, is Assumed and Based upon the Line Designated as L1.
- Building Ties are NOT to be used to reconstruct Property Lines.
- Fence Ownership is NOT determined.
- Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give any Rights or Benefits to Anyone other than those Certified.
- Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER shown by/NOR given to this Surveying Company at the time of this Fieldwork. Where a Determination is Required, the signing Surveyor assumes NO Liability for the Accuracy of this Determination.

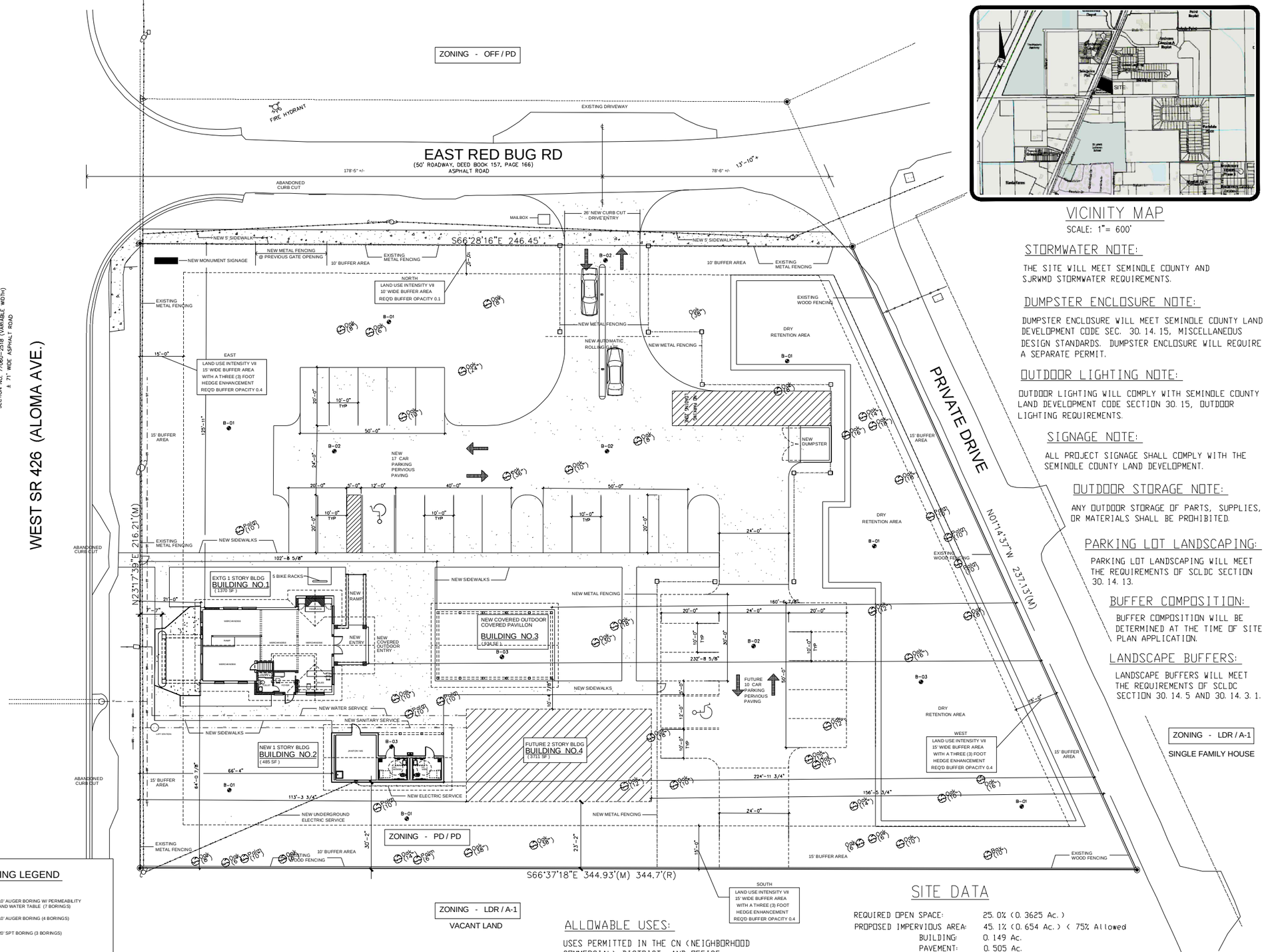
Prepared by Surveyor:
PATRICK K. IRELAND
Professional Surveyor & Mapper
Florida Certificate No. LS 6637
This Survey is intended to be Certified to and for the Benefit of Those Named Hereon and Is Not Transferable. Additional Certifications May Be Required by Third Parties. The Certification Does Not Extend to Any Unnamed Person Without an Express Statement by the Surveyor Naming Such Person and Stating the Nature and Extent of Certification Given to Such Person. Certifications Are Not Transferable to Additional Institutions or Subsequent Owners. Certifications Are Only for the Survey Depicted Hereon and Do Not Extend to Any Other Maps, Reports or Documents Which May Be Prepared From This Survey Except as Specifically Stated or Noted. Certifications Are Only Effective on Surveys Containing Original Signature and Seal of the Surveyor.

Patrick K. Ireland
Digitally signed by Patrick K Ireland
Date: 2025.06.03 14:15:52 -04'00'

For the Firm

PATRICK K. IRELAND, Florida Certificate No. LS 6637 | LB 7623

PATRICK K. IRELAND & ASSOCIATES SURVEYING, INC.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165



VICINITY MAP

SCALE: 1"= 600'

STORMWATER NOTE:

THE SITE WILL MEET SEMINOLE COUNTY AND SJRWMD STORMWATER REQUIREMENTS.

DUMPSTER ENCLOSURE NOTE:

DUMPSTER ENCLOSURE WILL MEET SEMINOLE COUNTY LAND DEVELOPMENT CODE SEC. 30.14.15, MISCELLANEOUS DESIGN STANDARDS. DUMPSTER ENCLOSURE WILL REQUIRE A SEPARATE PERMIT.

OUTDOOR LIGHTING NOTE:

OUTDOOR LIGHTING WILL COMPLY WITH SEMINOLE COUNTY LAND DEVELOPMENT CODE SECTION 30.15, OUTDOOR LIGHTING REQUIREMENTS.

SIGNAGE NOTE:

ALL PROJECT SIGNAGE SHALL COMPLY WITH THE SEMINOLE COUNTY LAND DEVELOPMENT.

OUTDOOR STORAGE NOTE:

ANY OUTDOOR STORAGE OF PARTS, SUPPLIES, OR MATERIALS SHALL BE PROHIBITED.

PARKING LOT LANDSCAPING:

PARKING LOT LANDSCAPING WILL MEET THE REQUIREMENTS OF SCLDC SECTION 30.14.13.

BUFFER COMPOSITION:

BUFFER COMPOSITION WILL BE DETERMINED AT THE TIME OF SITE PLAN APPLICATION.

LANDSCAPE BUFFERS:

LANDSCAPE BUFFERS WILL MEET THE REQUIREMENTS OF SCLDC SECTION 30.14.5 AND 30.14.3.1.

BORING LEGEND

- B-01 — 10' AUGER BORING W/ PERMEABILITY AND WATER TABLE (7 BORINGS)
- B-02 — 10' AUGER BORING (4 BORINGS)
- B-03 — 20' SPT BORING (3 BORINGS)

TREE LEGEND

- OAK (12")
- PALM
- TREE TYPE AS SHOWN

ALLOWABLE USES:

USES PERMITTED IN THE CN (NEIGHBORHOOD COMMERCIAL) DISTRICT, AND OFFICE.

SITE DATA

REQUIRED OPEN SPACE:	25.0% (0.3625 Ac.)
PROPOSED IMPERVIOUS AREA:	45.1% (0.654 Ac.) < 75% Allowed
BUILDING:	0.149 Ac.
PAVEMENT:	0.505 Ac.
PROPOSED OPEN SPACE:	54.9% (0.796 Ac.) > Req'd 25% Open Space
PERVIOUS AREA ON SITE:	0.796 Ac. (54.9%)

MASTER DEVELOPMENT PLAN

SCALE: 1/16" = 1'-0"

Graphic Scale

0' 15' 30' 60'

Digitally signed by John E Frith
Date: 2026.02.01 18:56:12 -05'00'

Frith & Associates, Inc.
CIVIL ENGINEERING & LAND PLANNING
8811 Great Cove Drive Orlando, FL 32819
Office:(407) 363-0739
Fax: (407) 363-0739
ENGINEERING LICENSE NO. 5273

LEGAL DESCRIPTION

PARCEL NO.: 20-21-31-501-0000-0050

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 161 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SITE DATA

UTILITIES:	Power:	Duke Energy
	Water:	Seminole County
	Sewer:	Seminole County
	Telephone:	AT&T
	Solid Waste:	Private Contractor

LAND AREA: Total Site 1.45 Acres

NET BUILDABLE ACREAGE: 1.45 Acres

PARKING REQUIREMENTS:

Office:	3,711 s.f. @ 4 spaces/1,000 s.f.	= 15 spaces
Restrooms:	485 s.f. @ 1 space/1,000 s.f.	= 1 space
Pavillon(Assembly):	16 seats. @ 1 space/4 seats	= 4 spaces
Food/Beverage:	1,370 s.f. @ 5 spaces/1,000 s.f.	= 7 spaces
	Total parking required	= 27 spaces
	Total parking provided	= 27 spaces

PARKING SPACE SIZE: 20' x 10' - Standard - 25 spaces; 20' x 12' - Handicap - 2 spaces; 55' x 12' - Loading - 1 space

BICYCLE PARKING SPACE REQUIREMENTS:

Office: 1 space/15,000 s.f.	= 2 spaces
General Business: 1 space/25,000 s.f.	= 2 spaces
Total bicycle parking spaces required	= 4 spaces
Total bicycle parking spaces provided	= 5 spaces

REQUIRED BUILDING SETBACKS: Front: 50 ft. Side: 15 ft. Rear: 15 ft.

BUILDING SETBACKS:

	PROPOSED:	ACTUAL:
BUILDING NO. 1:	Front: 20 ft.	Front: 21' ft.
	Side: 20 ft.	Side: 64 ft. ; 125'-11'
	Rear: 20 ft.	Rear: 232'-8" ft.
BUILDING NO. 2:	Front: 50 ft.	Front: 66'-4" ft.
	Side: 20 ft.	Side: 30'-2" ft. ; 176'-7"
	Rear: 20 ft.	Rear: 241'-3" ft.
BUILDING NO. 3:	Front: 100 ft.	Front: 102'-8" ft.
	Side: 60 ft.	Side: 65'-6" ft. ; 126'-9"
	Rear: 125 ft.	Rear: 160'-6" ft.
BUILDING NO. 4:	Front: 100 ft.	Front: 113'-3" ft.
	Side: 20 ft.	Side: 23'-2" ft. ; 160'-4"
	Rear: 125 ft.	Rear: 159'-1" ft.

FLOOR AREA RATIO(FAR): 0.10 (6,500 s.f./63,162 s.f.)(0.24 Max.
PROPOSED FAR = 0.10 < 0.24 = ALLOWED FAR MAX.
FLOOR AREA:
PROPOSED = 6,500 S.F. < 15,000 S.F. ALLOWED MAX.

PROPOSED BUILDING HEIGHTS:

BUILDING NO. 1:	9'-8" ft. < 35' MAX HEIGHT
BUILDING NO. 2:	12'-0" ft. < 35' MAX HEIGHT
BUILDING NO. 3:	12'-0" ft. < 35' MAX HEIGHT
BUILDING NO. 4:	24'-0" ft. < 35' MAX HEIGHT

PROPOSED BUILDING AREAS:

BUILDING NO. 1:	1,370 s.f.
BUILDING NO. 2:	934 s.f.
BUILDING NO. 3:	485 s.f.
TOTAL:	2,789 s.f. - Neighbor Commercial
FAR:	0.04 - Neighbor Commercial
BUILDING NO. 4:	3,711 s.f. - Office
FAR:	0.06 - Office

TOTAL BUILDING AREA: 6,500 s.f. - FAR: 0.10

ZONING: PD - PLANNED DEVELOPMENT
Existing Zoning: PD (Planned Development)
Existing Future Land Use: Planned Development
Proposed Zoning: PD (Planned Development)
Future Land Use: Planned Development
Intended Use: 2,789 s.f. Neighorhood Commercial
3,711 s.f. Office

TGF Architecture
137 E. CRYSTAL LAKE AVE. LAKE MARY,FL 32746
407.324.7423 AA 0002501

PROJECT TITLE
SLAVIA STATION
1973 WEST STATE ROAD 426
OVIEDO, FL 32765

PROJECT NO.	1.10-2013
DATE	5.22.2025
DESIGN PHASE	PREDESIGN
DRAWN BY	TGF
CHECKED BY	TGF
OWNER	
APPROVED BY	
DATE	

REVISIONS

NO.	ITEM	BY	DATE

DRAWING TITLE
MASTER DEVELOPMENT PLAN
DRAWING SCALE :

SP- 692
SHT OF SHTS

SEMINOLE COUNTY
DEVELOPMENT ORDER

On July 14, 2026, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See attached “Exhibit A”

(The above-described legal description has been provided to Seminole County by the owner of the above-described property.)

FINDINGS OF FACT

Property Owner: Jan B. Postava

Project Name: Slavia Station PD

Requested Development Approval: Consider a Rezone from PD (Planned Development) to PD (Planned Development) for proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Kaitlyn Apgar, Senior Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

A. Development must comply with the Master Development Plan attached hereto as “Exhibit B”.
B. Permitted Uses:
    a. Permitted uses within the CN (Neighborhood Commercial) zoning district.
    b. Office
    c. Civic assembly accessory to an established permitted primary use not greater than sixteen (16) seats.
C. The following Special Exception uses are available subject to approval by the Board of County Commissioners:
    a. Neighborhood and Community Civic Assembly (as defined and characterized by the Seminole County Land Development Code).
D. The following uses are prohibited: Communication towers; outdoor storage of parts, supplies, or materials.
E. Outdoor amplification of sound is prohibited without approval of a special event permit. Indoor amplification of sound must comply with Chapter 165 Noise Control in the Seminole County Code of Ordinances.
F. Maximum Floor Area Ratio: 0.24.
G. The maximum allowable building height: Thirty-five (35) feet.
H. The development must provide a minimum of twenty-five (25) percent common usable open space.
I. The setbacks from the external property boundaries are as follows:
    North: Twenty (20) feet.
    South: Twenty (20) feet.
    East: Twenty (20) feet.
    West: Twenty (20) feet.
J. The buffers are as follows:
    North: Ten (10) foot wide landscape buffer with an opacity of 0.1.
    South: Fifteen (15) foot wide landscape buffer with an opacity of 0.4 and a three (3) foot hedge enhancement.

East: Fifteen (15) foot wide landscape buffer with an opacity of 0.4 and three (3) foot hedge enhancement.

West: Fifteen (15) foot wide landscape buffer with an opacity of 0.4 and three (3) foot hedge enhancement.

The perimeter buffer may be widened at Final Development Plan if required per Chapter 30, Part 67 of the Land Development Code of Seminole County. In no case may the building setbacks be less than the required buffer.

Buffer components will be established at Final Development Plan.

K. The site may be developed in two (2) phases, with the coffee shop, restrooms and pavilion being developed in Phase 1.

L. The original 1,370 square foot historical building is to remain in its original exterior condition with updates and renovations as necessary to public safety.

M. Parking lot landscaping will meet requirements of the SCLDC as per Sec. 30.14.13.

N. A minimum of five (5) bicycle parking spaces will be provided.

O. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

P. All project signage must comply with the SCLDC as per Sec. 30.13.

Q. Outdoor lighting will meet requirements of the SCLDC as per Sec. 30.15.

R. Dumper enclosure will meet requirements of the SCLDC as per Sec. 30.14.15.

S. Outdoor amplification of sound is prohibited without approval of a special event permit. Indoor amplification of sound must comply with Chapter 165 Noise Control in the Seminole County Code of Ordinances.

T. In the case of a conflict between the written conditions A through S in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through S will apply.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Andria Herr, Chairman

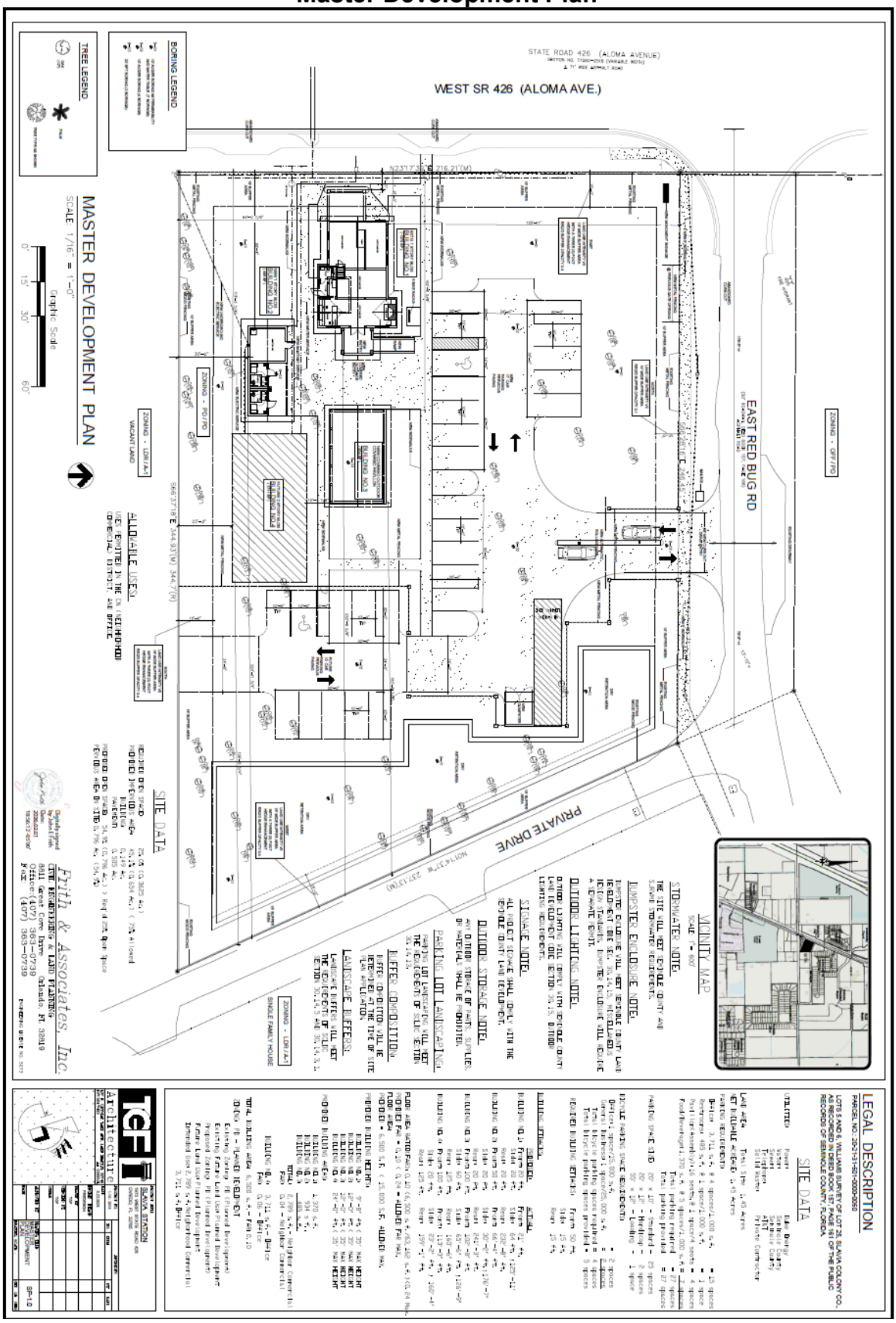
EXHIBIT A

Legal Description

Lots 5 and 6, Williams Survey of Lot 25, Slavia Colony Co., As Recorded in Deed Book 157, Page 163 of the Public Records of Seminole County, Florida.

EXHIBIT B

Master Development Plan



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO 1973 W SR 426 IN SEMINOLE COUNTY; REZONING THE PROPERTY CURRENTLY ASSIGNED THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Slavia Station PD Rezone, dated July 14, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from PD (Planned Development) to PD (Planned Development) pursuant to the provisions contained in Development Order #25-20500009, attached to this Ordinance as Exhibit A and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. The Clerk of the Board of County Commissioners shall provide a certified copy of this Ordinance to the Florida Department of State in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #25-20500009 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 14th day of July, 2025.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
DEVELOPMENT ORDER

FILE NO.: PZ2025-11 DEVELOPMENT ORDER # 25-20500009

SEMINOLE COUNTY
DEVELOPMENT ORDER

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See attached "Exhibit A"

(The above-described legal description has been provided to Seminole County by the owner of the above-described property.)

FINDINGS OF FACT

Property Owner: Jan B. Postava

Project Name: Slavia Station PD

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Prepared by: Kaitlyn Apgar, Senior Planner
1101 East First Street
Sanford, Florida 32771

DEVELOPMENT ORDER # 25-20500009

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

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Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Andria Herr, Chairman

DEVELOPMENT ORDER # 25-20500009

EXHIBIT A

Legal Description

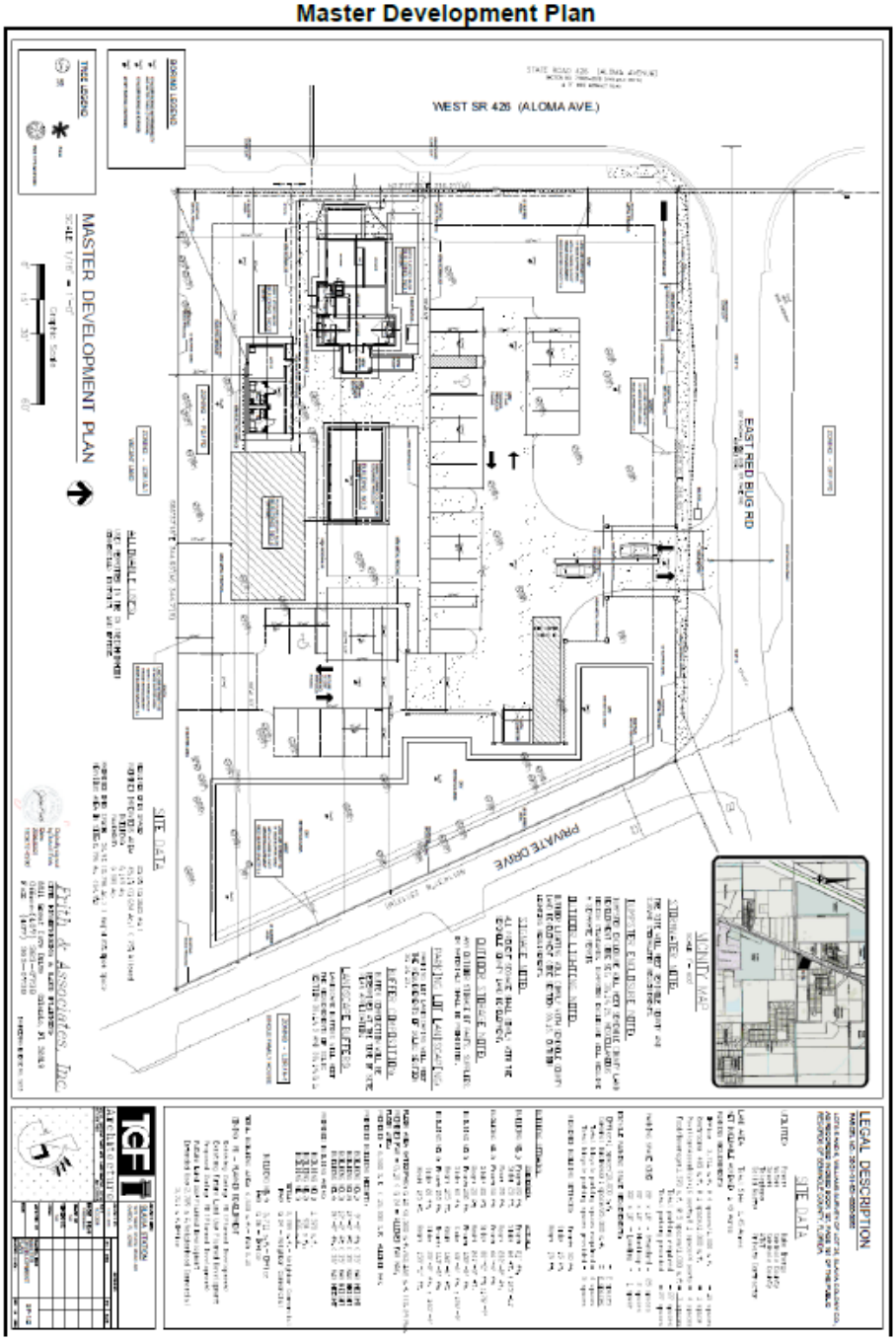
Lots 5 and 6, Williams Survey of Lot 25, Slavia Colony Co., As Recorded in Deed Book 157, Page 163 of the Public Records of Seminole County, Florida.

5

DEVELOPMENT ORDER # 25-20500009

EXHIBIT B

Master Development Plan



6

EXHIBIT B

LEGAL DESCRIPTION

Lots 5 and 6, Williams Survey of Lot 25, Slavia Colony Co., As Recorded in Deed Book 157, Page 163 of the Public Records of Seminole County, Florida.

FRITH & ASSOCIATES, INC.
Civil Engineering & Land Planning
8811 Great Cove Drive · Orlando, Florida 32819 · (407) 363-0739

COMMUNITY MEETING – SLAVIA STATION

Dear surrounding property owners,

A community meeting is to be held for the rezoning of the Slavia Station property from the current PD zoning to PD zoning (Neighborhood Commercial). The property is listed below with the time, date and location of the community meeting.

Property Address: 1973 West State Road 46, Oviedo FL 32765
Property Parcel Identification Number: # 20-21-31-501-0000-0050

Date of Community Meeting: Tuesday, February 10, 2026

Time of Community Meeting: 6pm – 8pm

Location of Community Meeting: New Covenant Church
800 Tuskawilla Road
Winter Springs, FL 32706

The purpose of the meeting is discuss the rezoning of the property with the surrounding area property owners. The property was previously approved for PD zoning (Neighborhood Commercial) but reverted back to a PD zoning due to time limitations set by Seminole County. An outline of the proposed property development will be discussed and a Master Development Plan will be presented. The Master Development Plan is to be submitted to Seminole County for approval with the rezoning application.

SLAVIA STATION – COMMUNITY MEETING NOTES 2.10.2026

1973 W. State Road 426, Oviedo, FL 32765

Parcel # - 20-21-31-501-0000-0050

Present: See sign in sheet for public attendees.

Owner: John and Jan Postava

Civil Engineer: John Frith, Frith & Associates

Architect: T. Gray Frazier, TGF Architecture, Inc.

John Frith presented Master Development Plan drawing to attendees reviewing the project components and opened for public discussion / questions. Discussion / questions included but are not limited to the following:

1. Will existing building be renovated? What is retail business / merchandising? What are operating hours?
   Response: Existing building will be renovated to preserve the Slavia history of the area. It will be a coffee shop / café with retail sales. Hours of operating will be 8am-5pm weekdays with weekend operation times to be determined and subject to change.

2. Is the property fenced? Where are the properties of vehicular / pedestrian entrance / exits? Is there a pedestrian access on the North side? Visibility at NE corner at E. Red Bug Rd. and Private Drive is poor due to solid wood fence (East property line) obstructing vehicular / pedestrian traffic.
   Response:
   All property boundaries are fenced with open picket metal fencing on West / North sides and solid wood fencing on East / South sides. Vehicular access on North side at E. Red Bug Rd. is gated and aligned with business entity drive on North side of E. Red Bug Rd. per Seminole County.
   There is a pedestrian access gate on West side connecting to existing sidewalk.
   There is no pedestrian access gate on North side connecting to new sidewalk to project and fence modifications at NE may improve traffic visibility.
   Actions Considered:
   Add pedestrian gate on North side fencing with connecting sidewalk to project with crosswalk in parking areas.
   Remove 25' of solid wood fencing southward of NE corner and replace with open picket metal fencing (matching existing) with only low landscaping to improve visual vehicular/ pedestrian traffic recognition.

3. What is in the 15' area adjacent to East side property line?
   Response: It is a landscape buffer with some retention areas. An attempt to save trees in this area will be provided but determined upon final engineering site plan / retention requirements.

4. Will gas or electric service with gas tanks above or below ground be installed?
   Response: There will be no gas tanks on site. All utilities will be new (electrical, water, sewer, storm, etc.). Alternative energy source may include solar with electric as main energy source.

5. What pervious paving is planned? Asphalt paving? Will there be vehicular connections on South side to proposed future Slavia Road expansion?
   Response: Pervious paving will be permeable pavers or geotechnical engineered open polyethylene grid and pea gravel fill. Final pervious paving to be determined upon final retention requirements and engineered site plan.
   No vehicular expansion is planned at South side to future Slavia Road expansion at this time, but connection is shown for future reservation approval.

6. How many offices are in proposed future Office Building (No. 4)?
   Response: The future Office Building (No. 4) and future parking (10 cars, pervious paving) will not be built at this time and is shown to maximize property development. Specific design content is not available at this time.

7. How much interior seating will be provided?
   Response: No permanent interior seating will be provided. Outdoor seating will be provided in Building No. 3 (Outdoor Covered Pavilion)

END OF MEETING NOTES

MEMORANDUM

TGF Architecture
137 E. CRYSTAL LAKE AVE., LAKE MARY, FL 3274
407.324.7423 AA 000250

DATE 2/10/26 TIME

PROJECT SLAVIA STATION

☐ MEETING NOTES
☐ TELEPHONE CONVERSATION
☐ VERBAL COMMENTS

AUTHOR

PRESENT RICHARD OTTO 407.765.9051

COMMENTS

ST LUKES LUTHERAN CHURCH

Mrs. Lukas 1375 E Red Bug Rd Oviedo
Mike Lukas

Peggy Rose 1345 E Red Bug Rd Oviedo

Andrew JAKUbcin 1983 + 1977 West SR 426 Oviedo

Stanley T. Lukas II 1909 Slavia Rd Oviedo FL 32765

John Lukas 1315 E Red Dog Rd.

DISTRIBUTION

NARRATIVE – SLAVIA STATION

The parcel (20-21-31-501-0000-0050) was previously rezoned by previous owners from A-1 to PUD (Obeda Property PUD) on 8.14.2007 per Seminole County Development Order 07-22000005. An additional amending SCBCC Ordinance No. 2007-30 changed the future land use from low density residential (LDR) to planned development (PD) on 8.14.2007, its present land use designation.

The five (5) year requirement for master development plan submittal has expired and the consequence PD zoning per SCLDC, Ch.30, Part 25, Sec. 30.446. Owner is requesting a "reinstatement" of PD zoning with intent to develop the property per the attached master development site plan, SP-1.0 to satisfy the master development plan requirement previously not provided.

The project consists of renovating of an existing one-story building (Bldg No.1 / 1370 s.f., constructed 1922) with interior renovations, a new toilet addition (36 s.f.) and new covered entry portico addition with ADA handicap ramp access. New construction will include a new free-standing detached building (Bldg No.2 / 320 s.f.) and new free-standing outdoor covered pavilion (934 s.f.) for an outdoor exhibit area.

The site will be cleared as required to accommodate new construction. New building and parking (17 car spaces) locations will be selected to maximize site utilization and existing tree retention. Landscape buffers, retention, sidewalks and perimeter fencing will be provided to meet Seminole County requirements. New utility connections shall be made to existing local utility providers. All existing Building No.1 utility connections will be abandoned with new underground electric service relocation to Bldg. No. 2.

i. The proposed development addresses the goals of the Comprehensive Plan by reinstating the PD zoning and allowing the master development plan to be implemented.
ii. The proposed development cannot be achieved under the current zoning due to expiration of the 2007 PD approval. We need a master development plan approval and the PD zoning approval to proceed.
iii. The proposed development will provide a renovated 1922 building, a covered outdoor covered pavilion, and a new restroom building. The owner plans to offer a coffee shop with outdoor seating. Art and small music events will be provided periodically.
iv. The County will benefit from the neighborhood get togethers and periodic events offered at the site. The site is within walking distance from several residential areas and near the Cross Seminole Trail for an easy stop over break and refresher.

GREATER BENEFIT AND INNOVATION CRITERIA

(1) Natural Resource Preservation: The project will preserve existing trees and replace trees removed due to conflicts. Several open green areas are provided and the dry retention pond will be available for activities.
(2) Neighborhood/Community Amenities: An open air pavilion is provided and will be used for art displays and musical activities for the community.
(3) Reduction in vehicle miles traveled per household: The project is located near the Cross Seminole Trail and can be accessed by walking and bicycles.

SEMINOLE COUNTY DEVELOPMENT ORDER

On August 14, 2007, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): E. Michael Dowd and Joyce M. Dowd

Project Name: Obeda Property PUD

Requested Development Approval: Rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Austin Watkins
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06897 Pgs 1332 - 1339; (8pgs)
FILE NUM 2007177802
RECORDED 12/31/2007 09:12:20 AM
RECORDING FEES 69.50
RECORDED BY L McKinley

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Loach
DEPUTY CLERK

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. The project shall have a maximum allowable building square footage of 15,000 square feet.
B. Permitted Uses: OP (Office) and CN (Restricted Neighborhood Commercial) uses plus banks, churches, day nurseries, kindergartens, restaurants without drive-in and above-office/retail flats.
C. Lighting shall not exceed 16' in height and shall be in the shoe-box cut-off style with no more than 0.25 footcandles of spillage on adjacent properties.
D. The setbacks shall be as follows:
   North: 25'
   South: 50'
   East: 50'
   West: 25'
E. The buffers shall be as follows:
   North: 15' buffer containing a 3' hedge, 8 canopy and 4 sub-canopy trees per 100'
   South: 15' buffer containing a 6' masonry wall, 8 canopy and 4 sub-canopy trees per 100'
   East: 15' buffer containing a 6' masonry wall, 8 canopy and 4 sub-canopy trees per 100'
   West: 15' buffer containing 4 canopy trees per 100'
F. Parking areas shall comply with the Lake Mary Boulevard Gateway Corridor Overlay District standards.
G. The developer shall pave E. Red Bug Road along the frontage of their property in accordance with the Seminole County Land Development Code.
H. All mechanical equipment, ground or roof-mounted, shall be screened from off-site view.
I. 25% usable open space shall be provided on the subject property.
J. The maximum allowable building height is 35'.
K. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.

L. Development shall comply with the Preliminary Master Plan attached as Exhibit "B".

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Brenda Carey

Brenda Carey, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, E. Michael Dowd, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

EDINSON ARAMBURU
Print Name:

Maritza Morcillo
Print Name: Maritza Morcillo

OWNER:

E. Michael Dowd

E. Michael Dowd

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2007, by EDWARD MICHAEL DOWD, as OWNER, who is personally known to me or who has produced DL 300233554150 as identification.

EDINSON ARAMBURU
Notary Public, State of Florida
Commission# DD649109
My comm. expires March 11, 2011

Notary Public

EDINSON ARAMBURU
(Name of Notary, typed, printed or stamped)
My Commission Expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Joyce M. Dowd, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

EDINSON ARAMBURU
Print Name:

Maritza Morillo
Print Name: Maritza Morillo

OWNER:

Joyce M. Dowd

Joyce M. Dowd
Joyce M. Dowd

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22 day of October, 2007, by JOYCE M. DOWD, as OWNER, who is personally known to me or who has produced DL FL D300 433 58911-0 as identification.

Notary Public

EDINSON ARAMBURU
(Name of Notary, typed, printed or stamped)
My Commission Expires:

EXHIBIT "A"

Legal Description

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Master Plan

DEVELOPMENT NOTES:

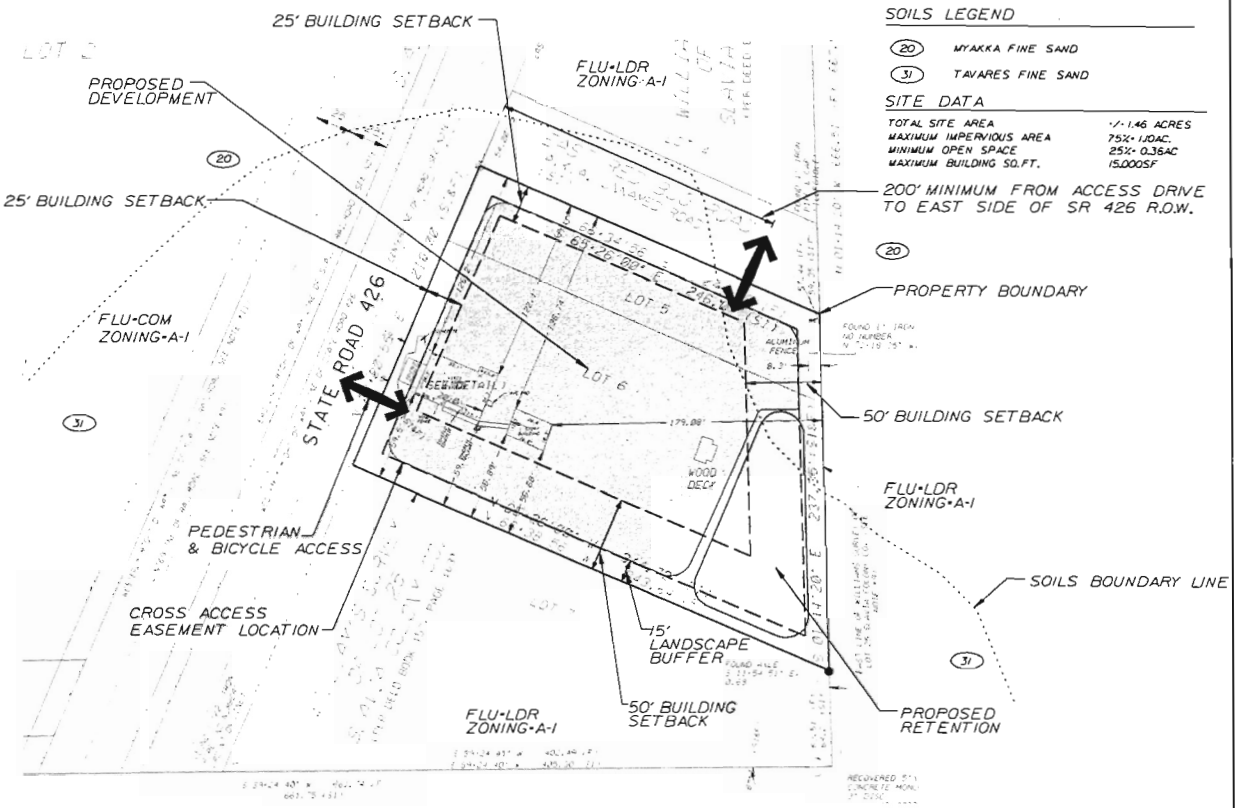
1. The allowable uses on the site shall be any uses allowed in Seminole County's Neighborhood Commercial (CN) and Office (OP). In addition, the following uses shall also be allowed on this site: Amusement and commercial recreation within an enclosed building; bakeries; where all goods are sold on premises at retail; banks (with drive through); churches; day nurseries, kindergartens, furniture stores; hardware stores; pet stores; quick print shops; restaurants, but not drive-in; above-office or above-store flats, office flats above commercial/ retail uses.
2. The Board of Zoning Adjustment may permit any of the following uses upon making the findings of fact required by section 30.43(b)(2) of the Seminole County Land Development Code: Alcoholic beverage establishment; Public Utility Structures; living quarters, in conjunction with a commercial use, to be occupied by the owner or operator of the business or employee; hospitals and nursing homes; all communication towers which are not permitted uses.
3. The maximum building height shall be 35 ft.
4. There are no flood prone areas on this site. The entire site is located in Zone X of Map Number 12117C0165 E.
5. There are no wetlands on this site.
6. There will be a minimum of 25% usable open space provided on this property.
7. There are no proposed Right-of-Ways with this project.
8. There are no recreation facilities proposed with this development.
9. Sanitary sewer service will be provided by Seminole County. The project will have a private lift station and connect to the 12-inch force main on the east side of SR 426.
10. Water service will be provided by Seminole County. The project will connect to the 8-inch stubout on the north side of E. Red Bug Road. This line will provide adequate fire protection to the proposed development.
11. Storm drainage treatment will be provided on site.
12. The property owner or a property owner's association or other corporate entity shall maintain the comon areas and facilities.
13. The proposed landscape buffers will be as shown.
14. See Site Data table for additional development data.
15. Landscape buffering to be applied to the site as follows: North property line: 3' hedge, 8 canopy and 4 sub-canopy tress every 100 linear feet. East property line: 6' masonry wall, 8 canopy and 4 sub-canopy tress every 100 linear feet; South property line: 6' masonry wall, 8 canopy and 4 sub-canopy tress every 100 linear feet, and West property line: 4 canopy trees every 100 linear feet.
16. The storm water pond will be amenitized per SCLDC Section 30.1344(e)(3)(iv)(3).
17. Proposed project impacts: Traffic: 655 ADT, 75 PM Peak (ITE trip generation 7th edition, code 814) Sewer: 3,000 gpd(0.2gpd/sf) Water: 3,750 gpd(0.25 gpd/sf)
18. This project will include a separate reclaimed water system.

LEGAL DESCRIPTION

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO. AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SURVEYOR'S REPORT

1) Bearings are based on: East line of of William's Survey of Lot 25 being N 01°14'20" W. per D.O.T. right of way plans referenced hereon.
2) Vertical Datum is based on: N/A
3) The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record.
4) No underground installations, foundation footings, or improvements have been located except as noted.
5) There may be additional restrictions that are not recorded on this survey that may or may not be found in the public records of this county.
6) There may be evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown on the survey.
7) This Survey was prepared for the identities named hereon and is "nontransferable".
8) Improvements within their specific easements have not been located as a part of this survey.
9) Per Department of Transportation right of way plans for State Road No. 426, Section No. 77060-2518, with last revision date 1/29/99, prepared by Consul-Tech Engineering, Inc. and with W.P.I. No. 5117672, Sheets 17 and 18.
10) Based on the National Flood Insurance Program "FIRM" Map Community - Panel Number 120289 0165 E Dated April 17, 1995 the above described Property is located in Zone "X", Areas determined to be outside the 500 year flood plain.
11) The following documents were utilized for the depiction of the width of S.A.L. Railroad right of way:
William's Survey of Lot 25, Slavia Colony Co., Oviedo, Fla., circa 1927
Jakubcin's Plat, Plat Book 13, Page 53, circa 1959
R. H. Norton's Survey of Lot 24, circa 1973
12) The boundary on this survey is based in the preponderance of evidence (monuments depicted hereon) as relating to the FDOT Right of Way maps (see note 9).
13) This boundary should not be utilized for subdividing per F.S. 177 requirements without additional verification.

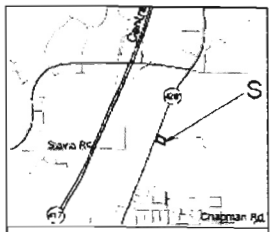


SOILS LEGEND

(20) MYAKKA FINE SAND
(31) TAVARES FINE SAND

SITE DATA

TOTAL SITE AREA	+/- 1.46 ACRES
MAXIMUM IMPERVIOUS AREA	75% - 1.10AC.
MINIMUM OPEN SPACE	25% - 0.36AC
MAXIMUM BUILDING SQ.FT.	15,000SF



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"

I hereby state that these "As-Builts" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As Builts" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.

Contractor's Name _____ Engineer _____

Not valid without the signature and the original raised seal of a Florida Registered Engineer.

APPROVAL	DATE
PMD	
PD SET	
FINAL APPROVAL	

BOWYER-SINGLETON & ASSOCIATES, INCORPORATED

CORPORATE OFFICE - 216 SOUTH MONROE AVENUE ORLANDO, FLORIDA 32801
407-843-5120 - ENGINEERING NUMBER - 1251
ORLANDO - DELAND - TITUSVILLE - OCALA - WEST PALM BEACH

Sam C. Bowyer
Florida Reg. Number
6074

SEMINOLE COUNTY FLORIDA

PRELIMINARY MASTER PLAN

OBEDA PROPERTY

DATE	06-06-07
DESIGNED	G.S.
CHECKED	SB
SCALE	1"=40'
PROJECT NO	0601
FILE NAME	CHOREPRE.DGN
SHEET	1 OF 1

09.2206 AB

J:\CHOR2\Master\CHOREPRE.DGN 07/27/2007 11:07:51 AM

LEGIBILITY UNSATISFACTORY FOR SCANNING

SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

Meeting Minutes - Draft

Wednesday, May 6, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present	Tim Smith, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre
Absent	Richard Jerman

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Interim Development Services Director; Dagmarie Segarra, Deputy Development Services Director; Kate Latorre, County Attorney, Jim Potter, Development Review Engineering Manager; Joy Giles, Planning & Development Manager; Annie Sillaway, Principal Planner; Kaitlyn Apgar, Senior Planner; and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the Proofs of Publication. The motion passed unanimously, 6-0.

Aye:	Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre
Absent:	Commissioner Jerman

Approval of Minutes

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the April 1, 2026 P&Z Minutes, as submitted. The motion passed unanimously, 6-0.

Aye:	Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre
Absent:	Commissioner Jerman

NEW BUSINESS

Public Hearing Items:

1. Land Development Code Amendment - Continued from the April 1, 2026 P&Z Meeting - Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide (Maya Athanas, Principal Planner)

   Dagmarie Segarra, Deputy Development Services Director - presented this item as stated in the Staff report. She further stated that this item was continued from the April

1, 2026 to today. Nothing has changed since the initial presentation that staff provided on April 1. A few of the P&Z Board members were separately briefed on the details of the LDC Amendments prior to the meeting. Staff can present the item as done in April, proceed with a question and answer format, or anything specific way the Board would like to proceed. There was proposed language to be stricken from the R-3 designation regarding density and Staff is considering to keep that language in the Land Development Code in the meantime, prior to the BCC meeting. Therefore, the density language in the R-3 section of the LDC will remain as is.

No questions from the Board were presented.

No one from the audience spoke in favor or in opposition to the request.

The Chairman mentioned that a written comment was received by Dave Axel, of Oviedo, which she read for the record, regarding the preclusion of gating in the Missing Middle and Alternative Design Standards sections of the proposed LDC Amendments. His concerns are that there are times when it is impractical or impossible to get connectivity, so gating should not be prohibitive. Chairman Lawhun asked Staff why we are we strictly prohibiting gating in these two sections. Dagmarie Segarra responded that the Missing Middle zoning designation is to incentivize and provide the Missing Middle typology that is missing in Seminole County. One of the struggles is with infill areas in the County. The main reason why Staff is recommending that it not be gated is to allow for flexibility of housing types and accessibility through the community, if they can connect to existing subdivisions. The Land Development Code already has a provision which would allow the Development Services Director to make a determination in cases where there are wetlands, lack of connectivity, or where it is not feasible to make that determination of waiving the requirement. It is not a good Planning practice, however they understand certain situations where gated communities are more appropriate, but for these specific types, it is not encouraging the purpose and intent of the (MM) zoning.

Chairman Lawhun asked if she is suggesting that the example brought forth by Mr. Axel, which is the northeast corner of Celery Avenue and Cameron, which has wetlands on once side and a gated subdivision on another, and in that case Staff would be able to make a determination that a gated community could be put there. Ms. Segarra responded it would be a case-by-case situation. Chairman Lawhun asked then, why we can't put language in the Land Development Code that it will be decided on a case-by-case basis. Ms. Segarra responded that it is not good Planning practice and not conducive to the intent of that (MM) zoning district. Chairman Lawhun stated that she thinks he made some good points and wanted to make sure it was on the record. Staff requests approval of this request.

Motion by Commissioner Lourdes Aguirre, seconded by Commissioner Brandy Ioppolo, to approve and refer the Land Development Code Amendments to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

2. Slavia Station PD Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the subject property had previously secured approval of PD zoning entitlements and a Planned Development Future Land Use, approved on August 14, 2007. In accordance with Seminole County Land Development Code, the required Final Development Plan was not submitted within five (5) years and substantial development had not occurred within eight (8) years after approval. As a result, the PD entitlements have expired, necessitating the rezone. There was no maximum Floor Area Ratio (F.A.R.) established per the previously approved PD; however, the applicant is proposing a maximum F.A.R. of 0.24. The proposed development as depicted in the Master Development Plan has an F.A.R. of 0.10. The previous PD entitlements included permitted uses of OP (Office) and CN (Neighborhood Commercial) zoning districts. Additional previously approved uses included banks, civic assembly, daycares, and restaurants. The current request includes less extensive permitted uses consisting of permitted uses in CN (neighborhood commercial) zoning district, office, and civic assembly as an accessory limited to sixteen seats. The 1,370 square foot building existing on the property is considered to be historical in nature. The structure was utilized as a filling station and general store for the early Slavia community around 1929. The applicant proposes to utilize the existing structure as a coffee shop as well as construct a pavilion, bathroom facilities, and additional office building to the rear. This development is within Seminole County's potable water service area and sanitary sewer area and is required to connect to public utilities. The developer will be required to build a private pump station to connect to the County’s force main system. The property will access onto Red Bug Road, which is classified as a local Road. The developer is required to build a five (5) foot wide sidewalk along the property’s frontage on Red Bug Road. Landscape buffers required include a ten (10) foot wide buffer along the northern property line and a fifteen (15) foot wide buffer with a three (3) foot hedge enhancement along the east, south, and west property lines. Specific buffer components will be established at Final Development Plan. Twenty-five percent (25%) common usable open space will be provided on the subject property. The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Seminole County Land Development Code (SCLDC). The existing PD Future Land Use is consistent with the proposed PD zoning. The proposed Master Development Plan (MDP) and Development Order (DO), appropriately address compatibility with the surrounding development pattern. The proposed development is providing an innovative concept that allows the preservation of a historical building while serving the greater residential community through the provision of neighborhood

compatible commercial uses. The cultural preservation of this historic building in the Slavia community is a nod to the existing roots of the community and works to serve as an amenity to conserve a piece of heritage while developing a new expression of the site. The proposed development is expected to assist in reducing vehicle miles traveled (VMT) per household. The project is located across the street from the Cross Seminole Trail and is providing a sidewalk network and bicycle parking to bolster pedestrian accessibility to the site, thus incentivizing pedestrian over vehicle conveyance. The applicant conducted a community meeting on February 10, 2026. Details of the community meeting are included in the agenda package. Staff requests approval of this request.

Vice Chairman Brandy Ioppolo asked what the purpose is for the 3,700 sf building currently on the property. Ms. Apgar responded that it is labeled as Office on the Master Development Plan. The applicant can speak more on their proposed use.

John Frith, for the applicant, of Frith and Associates, stated that he is the Civil Engineer on the project. He stated that the office building is a future use, but is not being addressed at this time. They will renovate the existing gas station into a coffee shop and they add another building with restrooms, as well as a pavilion and associated parking.

Vice Chairman Ioppolo asked about the noise from the pavilion when functions are there. Mr. Frith responded that there will be weekend functions, with a seating area, an art show that is compatible with the coffee shop. They don't anticipate a loud band, it would be acoustical if anything and he doesn't believe there will be a lot of noise.

No one from the audience spoke in favor or opposition to this request.

Ms. Apgar stated that there is a condition in the Development Order (DO), prohibiting outdoor amplification of sound without County Staff approval of a Special Event permit.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve and refer the Slavia Station PD Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

3. Henderson Hill Rezone - Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane; (Z2025-025) (Andrew Hill/Grey Seven LLC, Applicant) District5 - Herr (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the rezone to C-1 will allow development in accordance with the C-1

zoning district, which permits uses including, but not limited to, banks, convenience stores, and restaurants. The subject property has an existing Future Land Use of Commercial, which allows a maximum Floor Area Ratio (F.A.R.) of 0.35. The intent of the Commercial land use designation is to provide appropriate locations to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores and retail sales. This land use should be located at intersections or along major roadways as infill development where this use is established. The Applicant proposes to develop the property with three (3) restaurants, each with a drive-through lane, and does not intend to subdivide the property into separate parcels. The Applicant proposes access via Henderson Lane, which is classified as a local road, with a cross-access connection extending west through the existing commercial plaza. A full traffic study and cross access easement agreement will be required at the time of site plan approval. The subject property is within the SR 46 Gateway Corridor and will require the Applicant to maintain a minimum landscape buffer of 25 feet and a 50-foot building setback. The request is consistent with the Seminole County Land Development Code (SCLDC) and the surrounding area. The C-1 zoning district is intended to permit and encourage a full range of essential commercial uses, while at the same time protecting neighboring residential properties from any possible adverse effects of commercial activity. The Applicant will be providing the required open space and adequate landscape buffers to be consistent with the Land Development Code in order to provide adequate buffering for the residential district to the north, which will be demonstrated at the time of site plan approval. The proposed C-1 zoning classification is consistent with the established development pattern along SR 46, that consists and aligns with the intent and allowable intensity of the Commercial Future Land Use category by supporting comparable commercial activities and is compatible with the zoning designation of the properties located to the west of the subject site and consistent with the Commercial Future Land Use designation. The Applicant conducted a community meeting on February 26, 2026. An opposition email was received today from a resident at 5471 Glen Oak Place, which was provided to the P & Z Board prior to the meeting. Staff requests approval of this request.

Bob Ziegenfuss, Z Development Services, of Orlando, stated that he is representing the developer and he is also the engineer for the project. He further stated that the Future Land Use map reflects the property is Commercial and they are adjacent to an existing C-1 use, which is compatible with the area. He heard about the one comment received today, which was relative to the proximity of their pool to the back property line. He stated that there is an existing six foot (6') block concrete wall back there, which is adjacent to all of the residential properties. They are also providing a thirty foot (30') landscape buffer and leaving the existing natural vegetation in that buffer. They will add more plantings along their curve line, as you come into the development, away from the natural landscape buffer. They will clean up the area and will repair the concrete wall. The community meeting was very positive and they were happy to see that no two-story buildings would be looking into their backyard.

Commissioner Tim Smith asked if there will be one or two points of entry/exist access to the property. Mr. Ziegenfuss responded that there are two. He further stated that they will be utilizing an existing access point to the neighboring C-1 development off of

SR 46. They will have access off of Henderson as well.

No one from the audience spoke in favor or opposition to this request.

Chairman Lawhun stated that they received one comment card in support of this request not wanting to speak, but had a question for Staff regarding whether or not the ten foot (10') buffer would be in writing in the Development Order (DO).

Annie Sillaway, of Staff, responded that the rezoning is a straight zoning, which does not have a Development Order. Instead, the applicant will be held to the established Land Development standards for that zoning, for the landscape buffers. The additional commitments the applicant is making is not within a Development Order, but will be determined at site plan review.

Mr. Ziegenfuss, in his rebuttal, stated that if the neighbor's desire to have the ten foot (10') buffer provision, the developer is committed to it and they are moving forward right now to show a 30 foot (30') landscape buffer between the back rear access road and that neighbor's rear property line. It is on their current plan that they are working on to submit for permits after the public hearing process. They are willing to commit to that, if it's something the Board wants to add as a stipulation or a condition for approval.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve and refer the Henderson Hill Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

CLOSING BUSINESS

Development Services Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that the Development Services Citizens Academy will be held on May 7, 2026, which will showcase the department from 6:00 to 8:00 PM, which is a family event held at the County Services Building.

Board Comments

Vice Chairman Brandy Ioppolo thanked Staff for the extra time spent on providing the briefing on the Land Development Code. It really helped and provided a lot of clarity.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:29 PM.

File Number: 2026-0315

Title:

Henderson Hill Rezone - Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane; (Z2025-025) (Andrew Hill/Grey Seven LLC, Applicant) District5 - Herr (**Annie Sillaway, Principal Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes - Development Service Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant requests a rezoning of the subject property from A-1 (Agriculture) to C-1 (Retail Commercial) to allow development in accordance with the C-1 zoning district, which permits uses including, but not limited to, banks, convenience stores, and restaurants. The Applicant proposes to develop the property with three (3) restaurants, each with a drive-through lane, and does not intend to subdivide the property into separate parcels.

The subject property has an existing Future Land Use of Commercial, which allows a maximum Floor Area Ratio (F.A.R.) of 0.35. The intent of the Commercial land use designation is to identify appropriate locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. This land use should be located at the intersections of major roadways and along major roadways as

infill development where this use is established.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Henderson Lane
Future Land Use: Office
Zoning: A-1 (Agriculture)

West: Future Land Use: Commercial
Zoning: C-1 (Retail Commercial)

North: Future Land Use: Low Density Residential
Zoning: R-1A (Single Family Dwelling)

South: State Road 46
Future Land Use: Office
Zoning: OP (Office)

Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site does not appear to contain floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required at time of site plan review.

Utilities:

The site is located within the Seminole County utility service area and will be required to connect to public utilities for water and sewer. Adequate capacity is available to serve the proposed development.

Transportation/Traffic:

The Applicant proposes access via Henderson Lane, which is classified as a local road, with a cross-access connection extending west through the existing commercial plaza. A full traffic study and cross access easement agreement will be required at the time of site plan review. Depending on the traffic generated, a signal warrant analysis may also be required.

Sidewalks:

There is an existing sidewalk along SR 46.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, which appears to be land locked in this area; therefore, the site's design will be required to hold water quality, and the entire volume for the 100 year, twenty-four (24) hour storm event onsite unless a positive legal outfall is determined.

Open Space:

The Developer will be required to provide twenty-five (25) percent open space in compliance with the Seminole County Land Development Code. This requirement must be demonstrated at the time of site plan review.

Buffers:

The proposed development shall comply with the Seminole County Land Development Code. The southern portion of the site shall maintain a minimum twenty-five (25) foot landscape buffer, as required for properties located within the SR 46 Gateway Corridor.

Consistency with the Land Development Code

The proposed C-1 (Retail Commercial) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 4.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed development supports the objectives of the C-1 zoning designation, which is composed of lands and structures used primarily to provide for the retailing of commodities and furnishing selected services. It is intended to permit and encourage a full range of essential commercial uses, while at the same time protecting nearby residential properties from any possible adverse effects of commercial activity. The Developer will provide the required open space and adequate landscape buffers to be consistant with the residential district to the north.

Staff finds the requested C-1 zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The purpose and intent of the Commercial Future Land Use is to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. This land use should be located at the intersections of major

roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is a 0.35 floor area ratio.

The proposed C-1 zoning classification is consistent with the established development pattern along SR 46, which includes a mix of retail uses, a grocery store, and fast-food establishments. The request is also compatible with the zoning designation of the properties located to the west of the subject site, which allow similar C-1 uses. Furthermore, the proposed zoning aligns with the intent and allowable intensity of the Commercial Future Land Use category by supporting comparable commercial activities and providing a transition of less intensive uses between the residential neighborhood to the north.

Staff finds the proposed C-1 zoning classification to be consistent with the Comprehensive Plan.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on **February 26, 2026**; details of the community meeting have been provided in the agenda package.

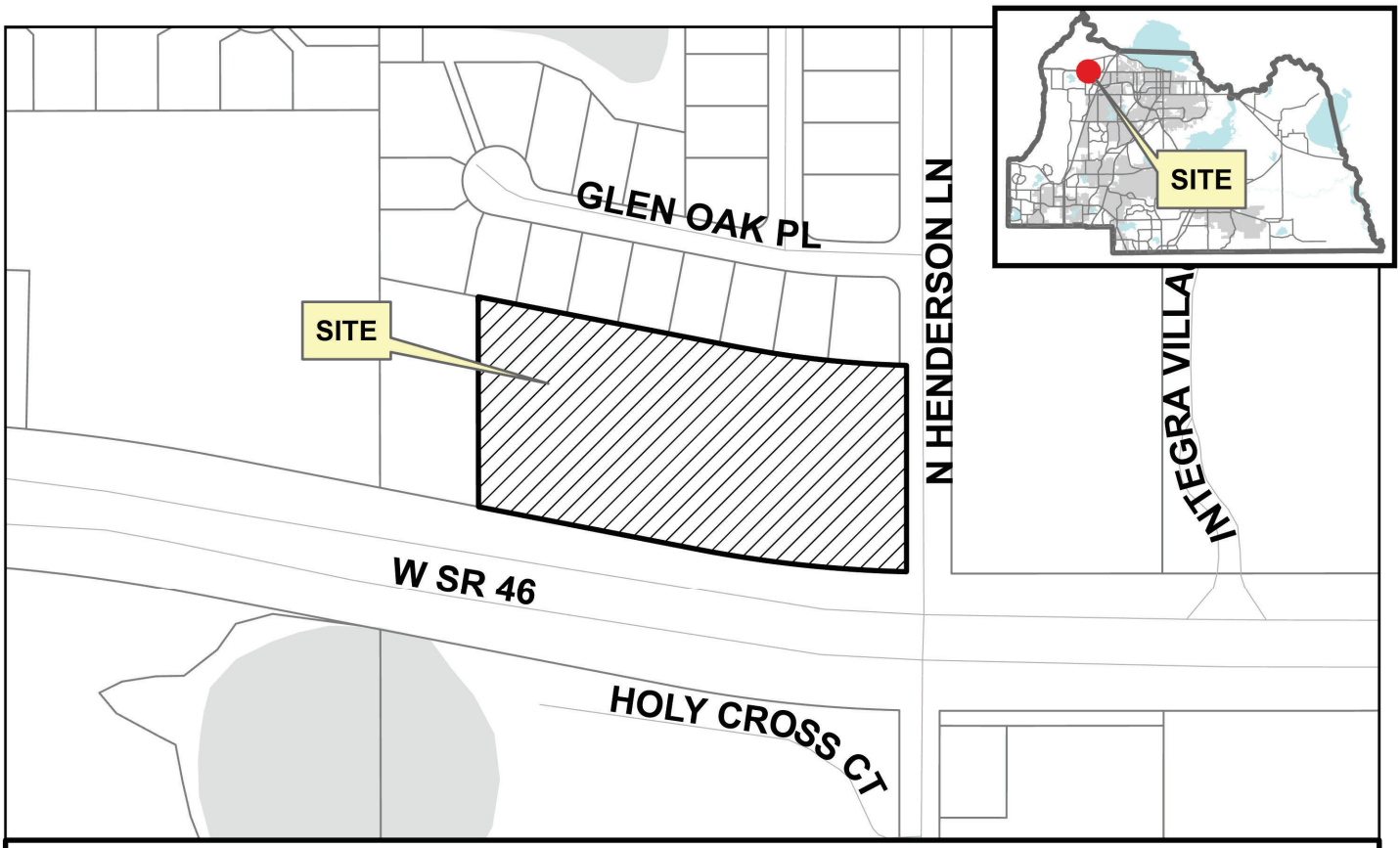
Planning & Zoning Commission

The Planning and Zoning Commission met on May 6, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane.

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) as per the following motion:

Based on Staff’s findings and the testimony and evidence received at the hearing, the Board finds the request is consistent with the Comprehensive Plan and meets the applicable portions of the Land Development Code, and moves to adopt the Ordinance enacting a rezone from A-1 (Agriculture) to C-1 (Retail Commercial) on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane.



Rezone No: Z2025-025

Parcels

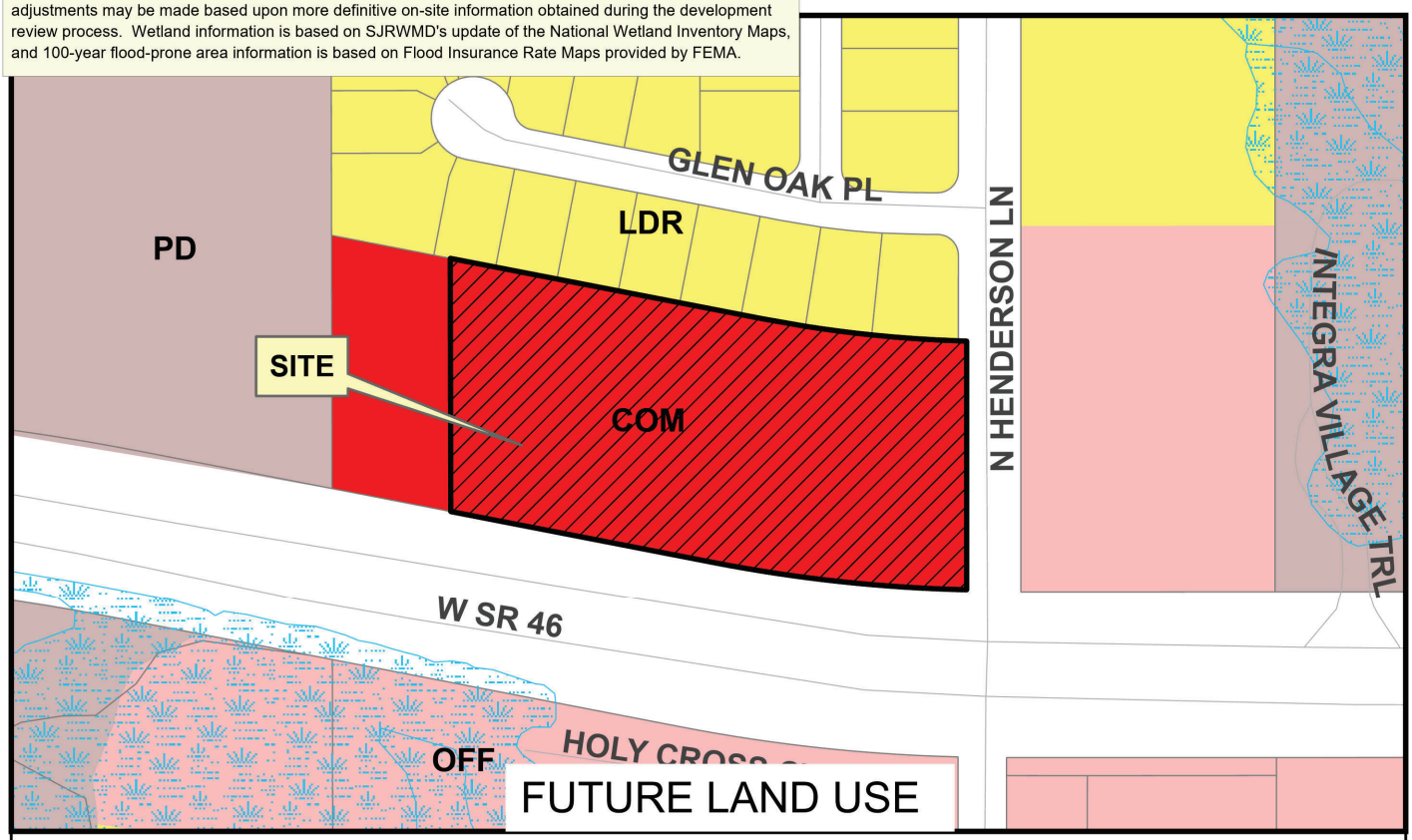
N



Date: 3/26/2026

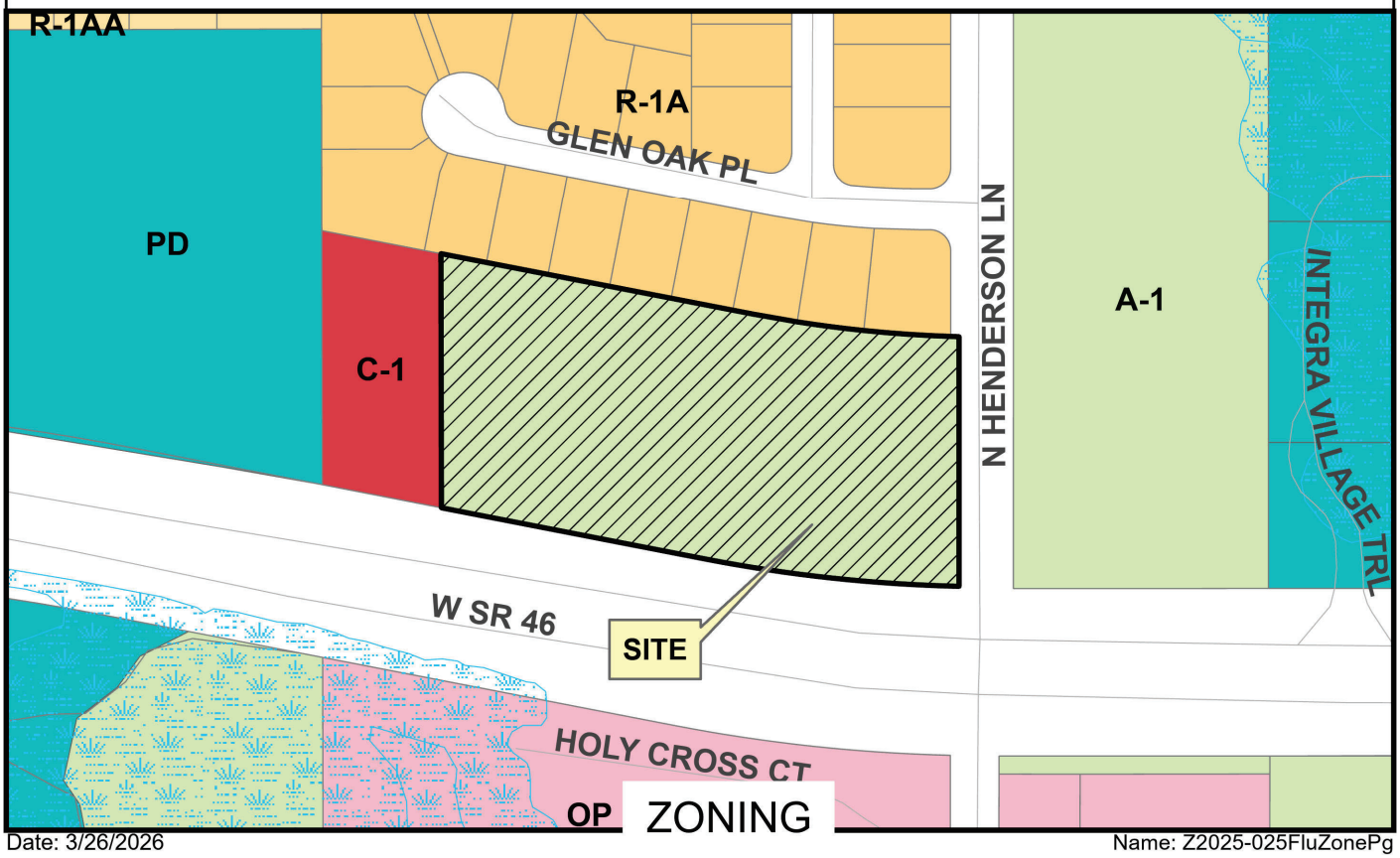
Name: Z2025-025LocationAerial

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Andrew Hill - Hill/Grey Seven LLC
STR/Acres/District: 30-19-30 / 4.32+/- acres / District 5
Existing Use: Vacant Agriculture
Special Notes: None

Rezone No: Z2025-025
From: A-1 To: C-2



Date: 3/26/2026
Name: Z2025-025FluZonePg

ALTA/NSPS LAND TITLE SURVEY

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED WEST R/W LINE OF HENDERSON LANE, BEING S00°12'23"E PER PB 68 PG 29.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION (McKIM & CREED) AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.

4. THIS SITE LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12117C0055F AND 12117C0065F, COMMUNITY NO. 120289, UNINCORPORATED SEMINOLE COUNTY, FLORIDA, HAVING AN EFFECTIVE DATE OF 9/28/2007.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. NCS-1276895-ORL, EFFECTIVE: SEPTEMBER 03, 2025, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT.

7. THIS ***"BOUNDARY AND TOPOGRAPHIC SURVEY"*** WAS MADE IN ACCORDANCE WITH LAWS AND/OR STANDARDS OF PRACTICE FOR THE STATE OF FLORIDA.

8. THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.

9. THE PROPERTY IS CONTIGUOUS WITH HENDERSON LANE AND STATE ROAD 46, BOTH PAVED PUBLIC RIGHTS-OF-WAY.

10. OBSERVABLE SURFACE EVIDENCE OF UTILITIES SERVING THE PROPERTY AND STORM DRAINAGE FACILITIES ARE SHOWN HEREON.

11. ALL PARCELS AND/OR LOTS SHOWN HEREON ARE CONTIGUOUS BETWEEN SAID PARCELS AND/OR LOTS AND DO NOT CREATE ANY GAPS, GORES OR HIATUSES.

12. NO SURFACE EVIDENCE OF SITE USE AS A CEMETERY WAS OBSERVED.

13. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION 8012001, BEING: 33.457 FEET, (NAVD 1988), PUBLISHED BY SEMINOLE CONTY.

14. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN. THE COORDINATE SYSTEM AND DISPLAYED UNITS ARE IN U.S. SURVEY FEET.

NOTES PERTAINING TO TABLE A ITEMS OF ALTA/NSPS LAND TITLE SURVEY STANDARDS:

ITEM 16: NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 17: NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. SURVEYOR IS NOT AWARE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

ITEM 18: SURVEYOR HAS NOT BEEN PROVIDED ANY DOCUMENTATION OF PLOTTABLE OFFSITE EASEMENTS.

SIGNIFICANT OBSERVATIONS:

WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP OR NATURE, THE FOLLOWING SIGNIFICANT OBSERVATIONS ARE NOTED. ADDITIONAL ITEMS MAY BE DEPICTED HEREON THAT HAVE NOT BEEN INCLUDED IN THIS LIST:

NONE APPARENT

ZONING INFORMATION:

*NO ZONING INFORMATION WAS PROVIDED AT THE TIME OF SURVEY.

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

TREE IDENTIFICATION IS PER HORTICULTURAL ASPECTS' ARBORIST REPORT PREPARED BY JUSTIN ROGERS, DATED DECEMBER 2, 2025

Tree ID#	DBH Size	Tree Type
1	16"	BISMARCK PALM
2	15"	BISMARCK PALM
3	14"	BISMARCK PALM
4	16"	BISMARCK PALM
5	15"	BISMARCK PALM
6	11"	LAUREL OAK
7	6"	LAUREL OAK
8	19"	LAUREL OAK
9	10"	LIVE OAK
10	10"	LIVE OAK
11	18"	LAUREL OAK
12	6"	LAUREL OAK
13	15"	LIVE OAK
14	10"	LIVE OAK
15	7"	LAUREL OAK
16	8"	LAUREL OAK
17	9"	LAUREL OAK
18	7"	LAUREL OAK
19	11"	LAUREL OAK
20	17"	CABBAGE PALM
21	6"	LAUREL OAK
22	11"	LAUREL OAK
23	7"	LAUREL OAK
24	6"	LAUREL OAK
25	7"	LAUREL OAK
26	10"	LAUREL OAK
27	7"	LAUREL OAK
28	9"	LAUREL OAK
29	18"	LAUREL OAK
30	14"	SAND PINE
31	16"	LIVE OAK
32	11"	CABBAGE PALM
33	15"	LAUREL OAK
34	19"	LIVE OAK
35	6"	LAUREL OAK
36	8"	LAUREL OAK
37	7"	LAUREL OAK
38	13"	LAUREL OAK
39	8"	LAUREL OAK
40	13"	LAUREL OAK
41	11"	LAUREL OAK
42	8"	LAUREL OAK
43	7"	LAUREL OAK
44	24"	LAUREL OAK
45	6"	LAUREL OAK
46	9"	SAND PINE
47	9"	LAUREL OAK
48	17"	LIVE OAK
49	6"	LAUREL OAK
50	9"	LAUREL OAK
51	11"	LAUREL OAK
52	14"	LAUREL OAK
53	7"	LAUREL OAK
54	12"	LAUREL OAK
55	10"	LAUREL OAK
56	7"	LAUREL OAK
57	7"	LAUREL OAK
58	10"	LAUREL OAK
59	10"	LAUREL OAK
60	10"	LAUREL OAK
61	19"	PIG NUT HICKORY
62	9"	LIVE OAK
63	11"	LIVE OAK
64	13"	LIVE OAK
65	8"	LAUREL OAK
66	9"	LIVE OAK
67	11"	LIVE OAK
68	8"	LIVE OAK
69	10"	LAUREL OAK
70	6"	LAUREL OAK
71	9"	LIVE OAK
72	18"	LIVE OAK
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75	15"	LIVE OAK
76	9"	LIVE OAK
77	12"	LAUREL OAK
78	11"	LIVE OAK
79	8"	LIVE OAK
80	12"	LIVE OAK
81	14"	LIVE OAK
82	11"	LIVE OAK
83	11"	LIVE OAK
84	37"	LIVE OAK 4 STEMS: 8" 9" 9" 11"
85	7"	LIVE OAK
86	11"	LIVE OAK
87	13"	SAND PINE
88	12"	LAUREL OAK
89	11"	LAUREL OAK
90	8"	LAUREL OAK
91	9"	LAUREL OAK
92	9"	LAUREL OAK
93	7"	LAUREL OAK
94	12"	LAUREL OAK
95	10"	LAUREL OAK
96	9"	LAUREL OAK
97	12"	LAUREL OAK
98	14"	LIVE OAK
99	14"	LIVE OAK
100	7"	LIVE OAK
101	18"	CABBAGE PALM
102	6"	LIVE OAK
103	11"	LAUREL OAK
104	12"	LIVE OAK
105	13"	LIVE OAK
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111	11"	LAUREL OAK
112	9"	LAUREL OAK
113	23"	LIVE OAK
114	11"	LAUREL OAK
115	15"	LAUREL OAK
116	6"	LAUREL OAK
117	18"	LAUREL OAK
118	11"	LIVE OAK
119	8"	LAUREL OAK
120	11"	LAUREL OAK
121	20"	SLASH PINE
122	8"	LIVE OAK
123	15"	CABBAGE PALM
124	20"	SLASH PINE
125	10"	LAUREL OAK
126	11"	LAUREL OAK
127	8"	LAUREL OAK
128	17"	CABBAGE PALM
129	8"	LAUREL OAK
130	7"	LAUREL OAK
131	12"	LAUREL OAK
132	10"	LAUREL OAK
133	15"	SLASH PINE
134	13"	LAUREL OAK
135	8"	LAUREL OAK
136	14"	SLASH PINE
137	9"	LAUREL OAK
138	10"	LIVE OAK
139	7"	LAUREL OAK
140	6"	LAUREL OAK
141	12"	LAUREL OAK
142	14"	LAUREL OAK
143	11"	LAUREL OAK
144	7"	LAUREL OAK
145	10"	LAUREL OAK
146	8"	LAUREL OAK
147	8"	LAUREL OAK
148	8"	LAUREL OAK
149	9"	LAUREL OAK
150	6"	CAROLINA CHERRY LAUREL
151	8"	LAUREL OAK
152	10"	CAROLINA CHERRY LAUREL
153	8"	LAUREL OAK
154	18"	SLASH PINE
155	6"	LIVE OAK
156	6"	LAUREL OAK
157	9"	LAUREL OAK
158	13"	SAND PINE
159	12"	SAND PINE
160	14"	LIVE OAK
161	24"	LAUREL OAK
162	9"	LIVE OAK
163	18"	LIVE OAK
164	10"	LIVE OAK
165	6"	CAROLINA CHERRY LAUREL
166	16"	LAUREL OAK
167	15"	SLASH PINE
168	10"	LAUREL OAK
169	12"	LIVE OAK
170	6"	CAROLINA CHERRY LAUREL
171	6"	CAROLINA CHERRY LAUREL
172	11"	LIVE OAK
173	13"	LIVE OAK
174	7"	LIVE OAK
175	11"	LAUREL OAK
176	9"	LIVE OAK
177	15"	CABBAGE PALM
178	12"	CAMPHOR
179	7"	CAMPHOR
180	9"	CAMPHOR
181	10"	CAMPHOR
182	6"	CAMPHOR
183	11"	CAMPHOR
184	11"	CAMPHOR
185	7	CAMPHOR
186	15"	LAUREL OAK
187	37"	LAUREL OAK
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193	19"	SAND PINE
194	7"	LIVE OAK
195	9"	LIVE OAK
196	9"	LIVE OAK
197	9"	LAUREL OAK
198	18"	LAUREL OAK
199	8"	LAUREL OAK
200	8"	LAUREL OAK
201	13"	LIVE OAK
202	17"	SLASH PINE
203	10"	LAUREL OAK
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208	6"	LAUREL OAK
209	12"	SLASH PINE
210	13"	LAUREL OAK
211	9"	LAUREL OAK
212	12"	LAUREL OAK
213	10"	LAUREL OAK
214	9"	LAUREL OAK
215	7"	LAUREL OAK
216	12"	LIVE OAK
217	9"	LIVE OAK
218	6"	LIVE OAK
219	13"	SLASH PINE
220	16"	LAUREL OAK
221	10"	LAUREL OAK
222	10"	LAUREL OAK
223	7"	LAUREL OAK
224	7"	LAUREL OAK
225	17"	SAND PINE
226	6"	LIVE OAK
227	11"	LIVE OAK
228	8"	LIVE OAK
229	8"	LIVE OAK
230	21"	LAUREL OAK
231	8"	LIVE OAK
232	9"	LAUREL OAK
233	11"	SLASH PINE
234	11"	LIVE OAK
235	15"	LAUREL OAK
236	12"	LAUREL OAK
237	10"	LIVE OAK
238	16"	SLASH PINE
239	8"	LIVE OAK
240	9"	LIVE OAK
241	10"	LIVE OAK
242	9"	LAUREL OAK
243	7"	CAMPHOR
244	16"	LAUREL OAK
245	15"	LIVE OAK
246	12"	LAUREL OAK
247	18"	LAUREL OAK
248	16"	LIVE OAK
249	14"	CABBAGE PALM
250	6"	LAUREL OAK
251	7"	LAUREL OAK
252	6"	LAUREL OAK
253	11"	LAUREL OAK
254	8"	LIVE OAK
255	9"	LAUREL OAK
256	8"	LAUREL OAK
257	22"	SLASH PINE
258	13"	LAUREL OAK
259	8"	LAUREL OAK
260	13"	LAUREL OAK
261	15"	LIVE OAK
262	18"	LAUREL OAK
263	9"	LAUREL OAK
264	18"	LAUREL OAK
265	11"	LIVE OAK
266	16"	SLASH PINE
267	10"	LAUREL OAK
268	10"	LAUREL OAK
269	7"	LAUREL OAK
270	10"	LAUREL OAK
271	8"	LAUREL OAK
272	10"	LAUREL OAK
273	9"	LAUREL OAK
274	11"	LAUREL OAK
275	17"	SLASH PINE
276	17"	LAUREL OAK
277	8"	LIVE OAK
278	7"	LIVE OAK
279	6"	LAUREL OAK
280	10"	LAUREL OAK
281	8"	LAUREL OAK
282	9"	LIVE OAK
283	19"	SAND PINE
284	16"	SAND PINE
285	20"	LAUREL OAK
286	7"	LAUREL OAK
287	17"	SLASH PINE
288	15"	LAUREL OAK
289	16"	LIVE OAK
290	11"	LIVE OAK
291	6"	LAUREL OAK
292	24"	LIVE OAK
293	9"	LIVE OAK
294	13"	LAUREL OAK
295	5"	LAUREL OAK
296	7"	LAUREL OAK
297	16"	SLASH PINE
298	8"	LAUREL OAK
299	14"	SAND PINE
300	10"	LAUREL OAK
301	12"	SLASH PINE
302	6"	LAUREL OAK
303	8"	LAUREL OAK
304	7"	LIVE OAK
305	6"	LIVE OAK
306	6"	LIVE OAK
307	7"	LIVE OAK
308	6"	LIVE OAK
309	9"	LAUREL OAK
310	9"	LIVE OAK
311	13"	LAUREL OAK
312	9"	LAUREL OAK
313	6"	LAUREL OAK
314	15"	SAND PINE
315	8"	LIVE OAK
316	13"	LIVE OAK
317	16"	SLASH PINE
318	18"	LAUREL OAK
319	22"	SLASH PINE
320	14"	LAUREL OAK
321	12"	LAUREL OAK
322	11"	LAUREL OAK
323	6"	LAUREL OAK
324	11"	LAUREL OAK
325	9"	LAUREL OAK
326	7"	LAUREL OAK
327	14"	SLASH PINE
328	8"	LAUREL OAK
329	16"	LAUREL OAK
330	6"	LAUREL OAK
331	12"	LAUREL OAK
332	9"	LIVE OAK
333	9"	LAUREL OAK
334	36"	LAUREL OAK
335	6"	LIVE OAK
336	7"	LAUREL OAK
337	6"	LIVE OAK
338	8"	LIVE OAK
339	16"	SLASH PINE
340	6"	LIVE OAK
341	8"	LIVE OAK
342	20"	LAUREL OAK
343	14"	SLASH PINE
344	7"	LIVE OAK
345	20"	LAUREL OAK
346	7"	LIVE OAK
347	9"	LAUREL OAK
348	12"	SLASH PINE
349	13"	LAUREL OAK
350	8"	LAUREL OAK
351	6"	LAUREL OAK
352	19"	SLASH PINE
353	6"	LAUREL OAK
354	18"	LAUREL OAK
355	8"	LAUREL OAK
356	8"	LAUREL OAK
357	13"	LAUREL OAK
358	13"	LAUREL OAK
359	7"	LAUREL OAK
360	10"	LAUREL OAK
361	9"	LAUREL OAK
362	10"	LAUREL OAK
363	11"	LAUREL OAK
364	7"	SWEET BAY MAGNOLIA
365	7"	LAUREL OAK
366	7"	SWEET BAY MAGNOLIA
367	6"	LAUREL OAK
368	15"	LAUREL OAK
369	11"	LAUREL OAK
370	19"	LAUREL OAK
371	20"	LAUREL OAK
372	6"	LIVE OAK
373	15"	LAUREL OAK
374	14"	LAUREL OAK
375	9"	LAUREL OAK
376	15"	LIVE OAK
377	9"	LAUREL OAK
378	7"	LAUREL OAK
379	6"	LAUREL OAK
380	6"	LAUREL OAK
381	7"	LAUREL OAK
382	8"	LAUREL OAK
383	10"	LAUREL OAK
384	6"	LAUREL OAK
385	16"	LAUREL OAK
386	14"	SLASH PINE
387	15"	CABBAGE PALM
388	16"	LAUREL OAK
389	7"	LAUREL OAK
390	6"	LAUREL OAK
INTENTIONALLY DELETED		
392	20"	SLASH PINE
393	10"	LAUREL OAK
394	6"	LAUREL OAK
395	13"	LAUREL OAK
396	18"	LAUREL OAK
397	8"	LAUREL OAK
398	20"	LAUREL OAK
399	18"	LAUREL OAK
400	37"	LAUREL OAK
401	21"	LAUREL OAK
402	9"	LAUREL OAK
403	16"	LAUREL OAK
404	13"	LAUREL OAK
405	9"	LAUREL OAK
406	8"	LAUREL OAK
407	19"	LIVE OAK
408	12"	LAUREL OAK
409	8"	LAUREL OAK
410	14"	LAUREL OAK
411	18"	CABBAGE PALM
412	13"	LAUREL OAK
413	15"	LAUREL OAK
414	6"	WATER OAK
415	9"	LAUREL OAK
416	7"	LAUREL OAK
417	18"	LAUREL OAK
418	13"	LAUREL OAK
419	9"	LAUREL OAK
420	6"	WATER OAK
421	8"	LAUREL OAK
422	8"	LAUREL OAK
423	8"	WATER OAK
424	16"	SLASH PINE
425	11"	LAUREL OAK
426	16"	LAUREL OAK
427	9"	LIVE OAK
428	7"	LAUREL OAK
429	18"	LIVE OAK
430	16"	CABBAGE PALM
431	9"	WATER OAK
432	7"	LIVE OAK
433	12"	CABBAGE PALM
434	15"	WATER OAK
435	10"	LIVE OAK
436	8"	CAMPHOR
437	10"	LIVE OAK
438	18"	LIVE OAK
439	10"	LAUREL OAK
440	12"	LAUREL OAK
441	10"	LAUREL OAK
442	9"	PIG NUT HICKORY
443	18"	LAUREL OAK
444	36"	LAUREL OAK
445	14"	LAUREL OAK
446	13"	LAUREL OAK
447	16"	LAUREL OAK
448	16"	SLASH PINE
449	18"	LAUREL OAK
450	14"	LAUREL OAK
451	9"	LAUREL OAK
452	21"	LAUREL OAK
453	8"	LAUREL OAK
454	9"	LAUREL OAK
455	10"	LAUREL OAK
456	13"	CABBAGE PALM
457	26"	LAUREL OAK
458	8"	CAMPHOR
459	14"	WATER OAK
460	25"	CAMPHOR
461	9"	CAMPHOR
462	6"	CAMPHOR
463	7"	CAMPHOR
464	16"	CAMPHOR
465	7"	CAMPHOR
466	10"	CAMPHOR
467	17"	CAMPHOR
468	13"	CAMPHOR
469	7"	CAMPHOR

LAND AREA:

188,489 SQUARE FEET
4.3271 ACRES
MORE OR LESS.

VICINITY MAP (Not to Scale)



DESCRIPTION:

Lot 2 of C & C Plaza, a subdivision located In Section 30, Township 19 South, Range 30 East, Seminole County, Florida according to the Plat thereof, as recorded in Plat Book 68, Pages 28 and 29, Public Records of Seminole County, Florida.

SCHEDULE B-2 EXCEPTIONS NOTES:

9. Seminole County Development Order, recorded October 17, 1989 in Official Records Book 2116, Page 1660. (DOCUMENT DOES NOT CONTAIN A VALID LEGAL DESCRIPTION)

10. Conditional Utility Agreement for Sewer Service, recorded December 18, 1995 in Official Records Book 3006, Page 1772. (IS NOT ON SUBJECT PROPERTY)

11. Conditional Utility Agreement for Water Service, recorded December 18, 1995 in Official Records Book 3006, Page 1807. (IS NOT ON SUBJECT PROPERTY)

12. Ordinance No. 95-15, related to a Street Lighting District, recorded January 5, 1996 in Official Records Book 3015, Page 764. (ON SUBJECT PROPERTY, BLANKET IN NATURE. SUBJECT PROPERTY IS PART OF THE "FOREST GLEN" PARCEL)

13. All matters shown on the Plat of C & C PLAZA, recorded September 27, 2005 in Plat Book 68, Page 28. (ON SUBJECT PROPERTY AS SHOWN HEREON)

14. Conditional Utility Agreement for Sewer Service, recorded August 17, 2007 in Official Records Book 6793, Page 1519. (IS NOT ON SUBJECT PROPERTY)

15. Conditional Utility Agreement for Water Service, recorded August 17, 2007 in Official Records Book 6793, Page 1553. (IS NOT ON SUBJECT PROPERTY)

Service Area	Utility Type(s)	Contact	Alternate Contact	Emergency Contact
CHARTER COMMUNICATIONS CVCFTV	CATV, FIBER, TELEPHONE	GARY BLEVINS (813) 302-0800	USIC DISPATCH OFFICE * (800) 778-9140	FLORIDA REGIONAL OPERATIONS CENTER (844) 220-2369
FLORIDA POWER & LIGHT-SEMINOLE FPLSEM	ELECTRIC	FPL CABLE LOCATIONS-DISTRIBUTION SDD/MPE - EDGAR.AGUILAR@FP JAMIE.PURNELL@FPL		USIC DISPATCH CENTER (800) 778-9140
FL PUBLIC UTILITIES FPUC02	GAS	COLIN DUNN (386) 785-4554	JUSTIN PETTRY (386) 378-5593	RONI (VERONICA) THOMAS (352) 459-1589
LUMEN L3C900	FIBER	LUMEN CENTURYLINK (877) 366-8344 x2	TECH ON DUTY (877) 366-8344 x3	TECH ON DUTY (877) 366-8344 x3
COMCAST COMMUNICATIONS/ LK CNTY CBLV LCA395	CATV	ANDREW SWEENEY (904) 738-6898		HFC HELP DESK (855) 962-8525
A T & T/ DISTRIBUTION SBF02	TELEPHONE	DINO FARRUGGIO G27896@ATT.COM	UTILIQUEST LLC * (888) 357-1922	AT&T NETWORK OPERATIONS CENTER (800) 247-2020
SEMINOLE COUNTY TRAFFIC ENGINEERING SCT594	FIBER	KEITH BROWN (321) 377-2405	SCOTT STROUD (407) 739-0466	TRAFFIC ENGINEERING OFFICE (407) 665-5578
SEMINOLE COUNTY SEM814	RECLAIMED WATER, SEWER, WATER	PAUL ZIMMERMAN (407) 665-2040	CHRIS GRAYBOSCH (407) 840-4058	SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT (407) 665-2767

ALTA/NSPS Land Title Survey Certification

To: HILL/GRAY SEVEN, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b1), 7(c), 8, 9, 11(a), 11(b), 13, 14, 16, 17 and 19 of Table A thereof. The field work was completed on 11/17/2025.

Date: 11/17/2025

Digitally signed by James D Bray
DN: cn=James D Bray o=US
ou=staff
Reason: I am the author of this document
Location:
Date: 2026-03-05 14:47:05-00

JAMES D. BRAY PSM 6507

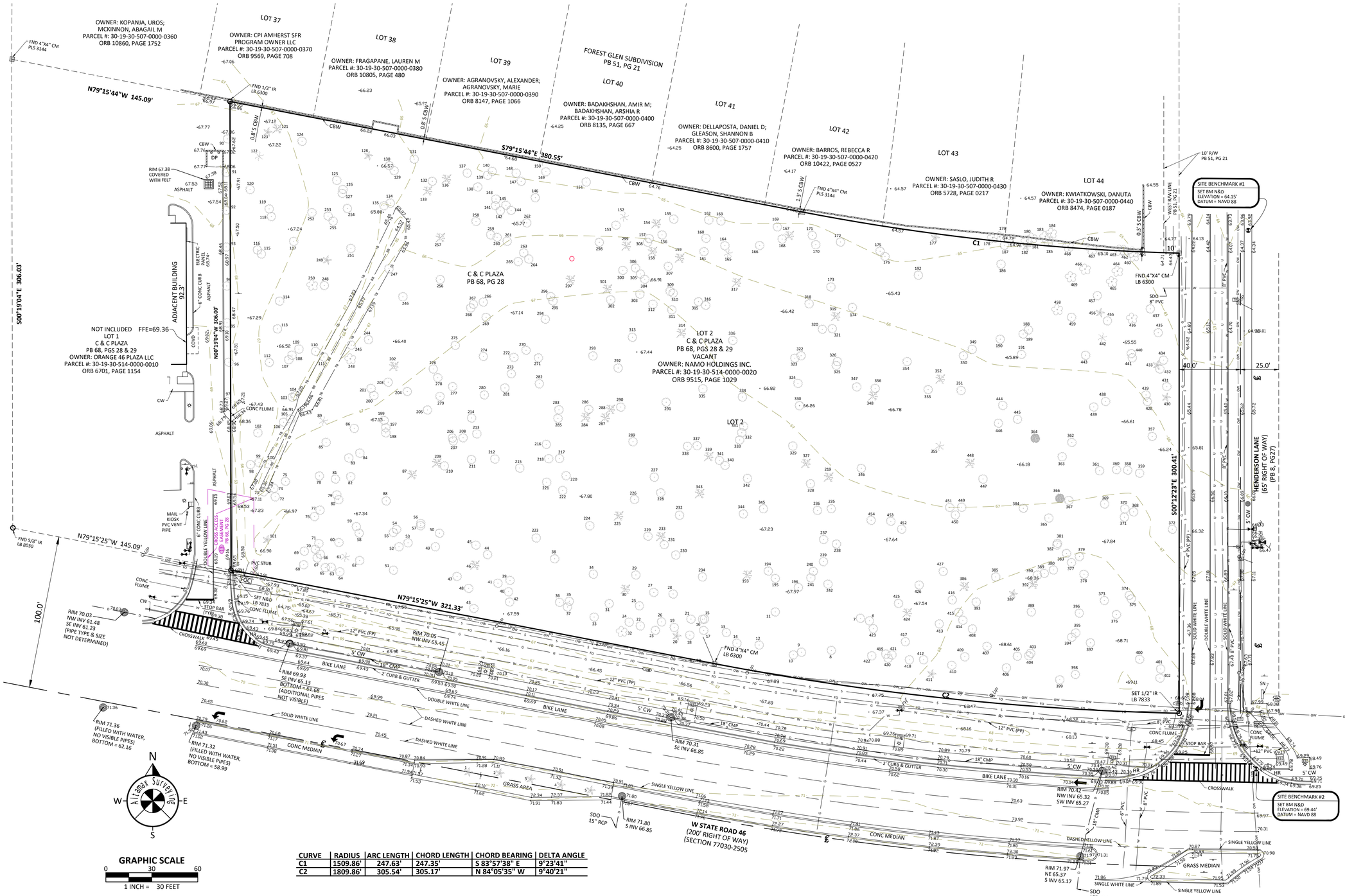
JAMES DENNIS BRAY License Number PSM6507 STATE OF FLORIDA Professional Surveyor and Mapper

This Survey is "NOT VALID" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

LEGEND

AC	- AIR CONDITIONER
-BB-	- BOTTOM OF BANK
BHM	- BUILDING HEIGHT MEASUREMENT
	- BACK FLOW PREVENTER
	- BENCHMARK
	- BOLLARD
-E-	- BURIED ELECTRIC LINE
-C-	- BURIED CABLE TELEVISION LINE
CALC	- CALCULATED
C&M	- CALCULATED & MEASURED
Δ	- CENTRAL ANGLE
CBW	- CONCRETE BLOCK WALL
CC	- COVERED CONCRETE
CCR	- CERTIFIED CORNER RECORD
CF	- CONCRETE FLUME
CHW	- CONCRETE HEADWALL
CLF	- CHAIN LINK FENCE
℄	- CENTERLINE
CM	- CONCRETE MONUMENT
CMP	- CORRUGATED METAL PIPE
+CO	- CLEAN OUT
CONC	- CONCRETE
COVD	- COVERED
CP	- CONCRETE PAD
	- CURB INLET
CW	- CONCRETE WALKWAY
-D-	- BURIED STORM/DRAIN LINE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
	- DOT INLET
DP	- DUMPSTER PAD
DW	- DRIVEWAY
	- EASEMENT NUMBER
EB	- ELECTRIC BOX
	- ELECTRICAL METER
EL	- ELEVATION
ESMT	- EASEMENT
EP	- EDGE OF PAVEMENT
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	- FLORIDA PERMANENT REFERENCE NETWORK
FIRM	- FLOOD INSURANCE RATE MAP
FFE	- FINISHED FLOOR ELEVATION
FH	- FIRE HYDRANT
-FM-	- BURIED FORCE MAIN LINE
FND	- FOUND
-FO-	- BURIED FIBER OPTIC CABLE LINE
FOC	- FIBER OPTIC CABLE BOX
FP	- FLAG POLE
-G-	- BURIED GAS LINE
GM	- GAS METER
GV	- GAS VALVE
	- GREASE TRAP MANHOLE
	- GUY WIRE ANCHOR
	- HANDICAP PARKING
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
INST#	- RECORD INSTRUMENT#
INV	- INVERT ELEVATION
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
LB	- LICENSED BUSINESS
	- LIGHT POLE
LS	- LICENSED SURVEYOR
LSA	- LANDSCAPED AREA
MF	- METAL FENCE
MS	- METAL SHED
	- MITERED END SECTION
	- MONITORING WELL
N&D	- NAIL & DISK
NAVD	- NORTH AMERICAN VERTICAL DATUM
NAD	- NORTH AMERICAN DATUM
NGVD	- NATIONAL GEODETIC VERTICAL DATUM
NTS	- NOT TO SCALE
ORB	- OFFICIAL RECORDS BOOK
-OW-	- OVERHEAD WIRE
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PP	- PER PLANS
PG	- PAGE
PI	- POINT OF INTERSECTION
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
# PS	- PARKING SPACES
PSM	- PROFESSIONAL SURVEYOR & MAPPER
PSP	- PEDESTRIAN SIGNAL POLE
PT	- POINT OF TANGENCY
PVC	- POLYVINYL CHLORIDE PIPE
R	- CURVE RADIUS
RCP	- REINFORCED CONCRETE PIPE
-RU-	- RECLAIM WATER LINE
	- RECLAIM WATER METER
	- RECLAIM WATER VALVE
RP	- RAMP
R/W	- RIGHT-OF-WAY
	- SANITARY MANHOLE
-S-	- BURIED SANITARY LINE
(S)	- SURVEY
SF	- SQUARE FEET
SP	- STATE PLANE
SDO	- SHOWN FOR DIRECTION ONLY
SN	- SIGN
SWF	- STOCK WIRE FENCE
	- SEWER VALVE
XXX.00	- SPOT ELEVATION
	- STORM MANHOLE
-T-	- BURIED TELECOMMUNICATIONS LINE
	- TELECOMMUNICATIONS MANHOLE
	- STORM INLET
-TB-	- TOP OF BANK
TP	- TRAFFIC SIGNAL POLE
-TS-

ALTA/NSPS LAND TITLE SURVEY


OWNER: KOPANJA, UROS; MCKINNON, ABAGAIL M
PARCEL #: 30-19-30-507-0000-0360
ORB 10860, PAGE 1752
LOT 37
OWNER: CPI AMHERST SFR PROGRAM OWNER LLC
PARCEL #: 30-19-30-507-0000-0370
ORB 9569, PAGE 708
LOT 38
OWNER: FRAGAPANE, LAUREN M
PARCEL #: 30-19-30-507-0000-0380
ORB 10805, PAGE 480
LOT 39
OWNER: AGRANOVSKY, ALEXANDER; AGRANOVSKY, MARIE
PARCEL #: 30-19-30-507-0000-0390
ORB 8147, PAGE 1066
FOREST GLEN SUBDIVISION PB 51, PG 21
LOT 40
OWNER: BADAKHSHAN, AMIR M; BADAKHSHAN, ARSHIA R
PARCEL #: 30-19-30-507-0000-0400
ORB 8135, PAGE 667
LOT 41
OWNER: DELLAPOSTA, DANIEL D; GLEASON, SHANNON B
PARCEL #: 30-19-30-507-0000-0410
ORB 8600, PAGE 1757
LOT 42
OWNER: BARROS, REBECCA R
PARCEL #: 30-19-30-507-0000-0420
ORB 10422, PAGE 0527
LOT 43
OWNER: SASLO, JUDITH R
PARCEL #: 30-19-30-507-0000-0430
ORB 5728, PAGE 0217
LOT 44
OWNER: KWIATKOWSKI, DANUTA
PARCEL #: 30-19-30-507-0000-0440
ORB 8474, PAGE 0187
FND 4"X4" CM PLS 3144
FND 1/2" IR LB 6300
N79°15'44"W 145.09'
S79°15'44"E 380.55'
N79°15'25"W 145.09'
N79°15'25"W 321.33'
S00°19'04"E 306.03'
N00°19'04"W 306.00'
S00°12'23"E 300.41'
ADJACENT BUILDING 92.3'
NOT INCLUDED FFE=69.36
LOT 1
C & C PLAZA
PB 68, PGS 28 & 29
OWNER: ORANGE 46 PLAZA LLC
PARCEL #: 30-19-30-514-0000-0010
ORB 6701, PAGE 1154
C & C PLAZA
PB 68, PG 28
LOT 2
C & C PLAZA
PB 68, PGS 28 & 29
VACANT
OWNER: NAMO HOLDINGS INC.
PARCEL #: 30-19-30-514-0000-0020
ORB 9515, PAGE 1029
LOT 2
RIM 67.38 COVERED WITH FELT
RIM 70.03 NW INV 61.48 SE INV 61.23 (PIPE TYPE & SIZE NOT DETERMINED)
RIM 71.36 (FILLED WITH WATER, NO VISIBLE PIPES) BOTTOM = 62.16
RIM 71.32 (FILLED WITH WATER, NO VISIBLE PIPES) BOTTOM = 58.99
RIM 70.05 NW INV 65.45
RIM 69.93 SE INV 65.13 BOTTOM = 61.68 (ADDITIONAL PIPES NOT VISIBLE)
RIM 70.31 SE INV 66.85
RIM 71.80 S INV 66.85
RIM 70.42 NW INV 65.32 SW INV 65.27
RIM 71.97 NE 65.37 S INV 65.17
SET BM N&D ELEVATION = 64.15' DATUM = NAVD 88
SITE BENCHMARK #1
SET 1/2" IR LB 7833
FND 4"X4" CM LB 6300
SOO 8" PVC
SITE BENCHMARK #2
SET BM N&D ELEVATION = 69.44' DATUM = NAVD 88
W STATE ROAD 46 (200' RIGHT OF WAY) (SECTION 77030-2505
HENDERSON LANE (65' RIGHT OF WAY) (PB 8, PG27)
10' R/W PB 51, PG 21
C1
C2
CBW
DP
ASPHALT
CONC FLUME
CONC MEDIAN
GRASS AREA
GRASS MEDIAN
BIKE LANE
DOUBLE WHITE LINE
SOLID WHITE LINE
DASHED WHITE LINE
SINGLE YELLOW LINE
SINGLE WHITE LINE
CROSSWALK
STOP BAR
MAIL KIOSK
PVC VENT PIPE
PVC STUB
DOUBLE YELLOW LINE
6' CONC CURB
ELECTRIC PANEL
SOLID WHITE LINE
DOUBLE WHITE LINE
SOUTH BOUND LANE
NORTH BOUND LANE
SOO 15" RCP
SOO 8" PVC
SOO 6" PVC
SOO 4" PVC (PP)
SOO 12" PVC (PP)
SOO 18" CMP
SOO 5' CW
SOO 2' CURB & GUTTER
SOO 0.3' S CBW
SOO 0.5' S CBW
SOO 1.3' S CBW
SOO 0.8' S CBW
SOO 5' CW
SOO 5' CMP
SOO 4" PVC
SOO 8" PVC
SOO 6" PVC
SOO 12" PVC
SOO 5' CW
SOO 2' CURB & GUTTER
SOO 18" CMP
SOO 5' CW
SOO 15" RCP
SOO 8" PVC
SOO 6" PVC
SOO 4

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO PARCEL 30-19-30-514-0000-0020 LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE C-1 (RETAIL COMMERCIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Henderson Hill Rezone, dated July 14, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to C-1 (Retail Commercial).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION
SEE ATTCHED EXHIBIT "B" FOR BOUNDARY SURVEY

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 14th day of July, 2026.

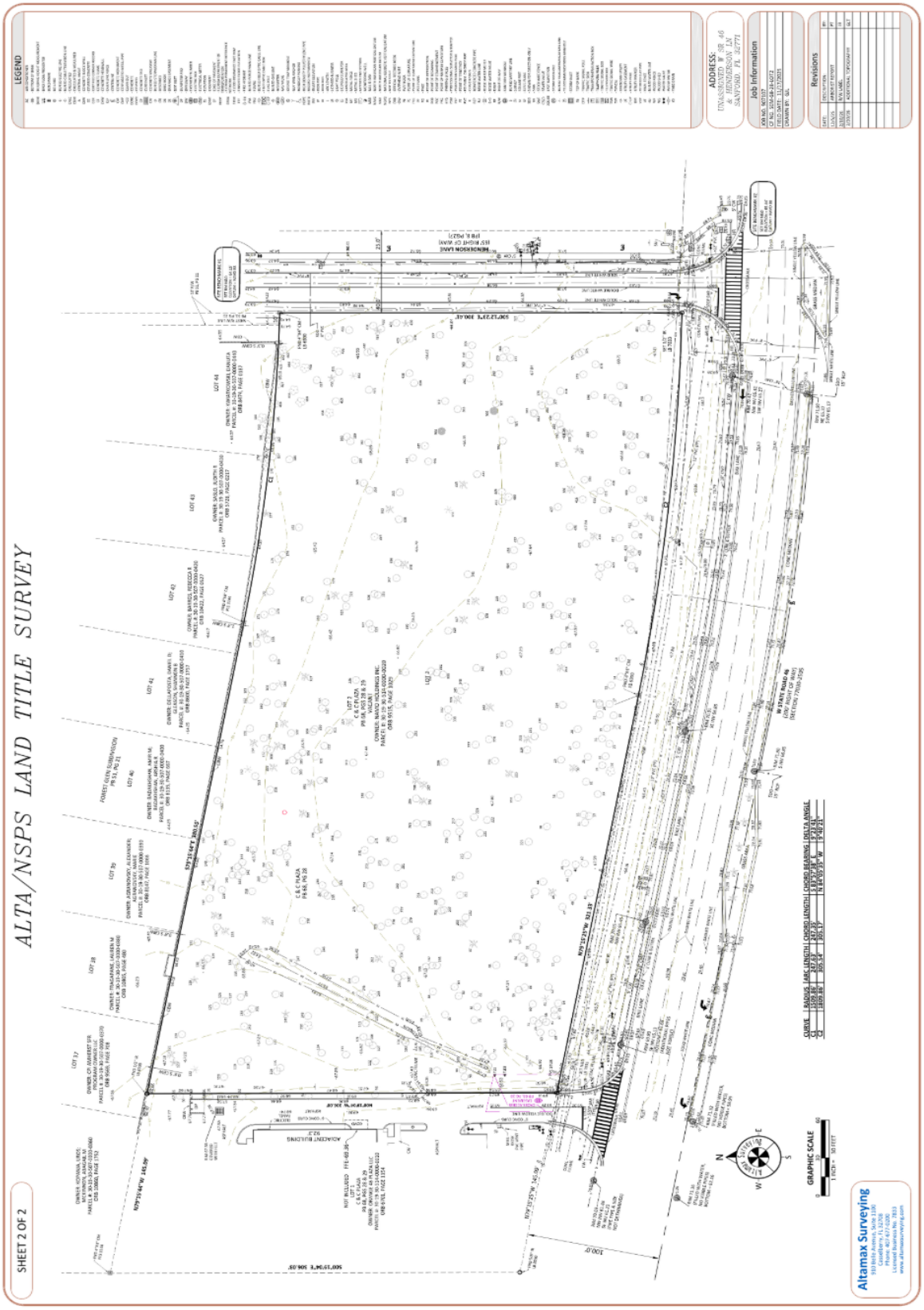
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
LEGAL DESCRIPTION

Lot 2 of C & C Plaza, a subdivision located In Section 30, Township 19 South, Range 30 East, Seminole County, Florida according to the Plat thereof, as recorded in Plat Book 68, Pages 28 and 29, Public Records of Seminole County, Florida.

EXHIBIT B
BOUNDARY SURVEY



Narrative
Henderson Hill – Community Meeting February 26, 2026

Robert Ziegenfuss (EOR) presented the project and PowerPoint presentation. He described that the project would consist of three (3) commercial uses that would be permitted in the C-2 zoning district. The concept of future land use and zoning was discussed and it was explained that the future land use for the area is commercial and that the proposed rezoning of the property would comply with the existing future land use designation for this area. The site plan shown was for 3 fast food restaurants with drive through service lanes. It was explained that the users may not match the plan but the layout of the front and rear cross access drives would remain, even if the end users change. He also described that the developer is only required to provide a twenty-five (25) ft buffer along the north property line and has made the decision to provide a wider thirty (30) ft wide buffer and the existing trees within this buffer will be preserved. The developer (Drew Hill) committed to one story buildings as well during the course of the presentation. It was also discussed that the site was originally planned for 4 users and that the developer also has made the decision to limit the development to 3 end users of the site, each developed individually.

There were about eight to ten (8-10) community members present at the meeting. They expressed concern about the noise from the development and it was discussed that the existing concrete wall and preserved vegetation would help shield the neighboring residents from the noise. They also stated concern about the increased traffic. The applicant team advised that the majority of the traffic would be utilizing the existing cross access drive on SR 46 and that the project would be reviewed by Seminole County Transportation/Engineering department and that they will ensure that any increase in traffic and/or substandard roadway conditions for Henderson would be addressed as part of the plan review and approval process. The residents were concerned about a potential for a two or three (2 or 3) story development and the developer (Drew Hill) committed to only construct one story buildings on the development. Overall, it seemed that the residents understand that the increased width of the landscape buffer, the commitment for a one story development and a three (3) user vs four (4) user development all helped to ease their concerns. They realize that the property will be developed as a commercial use and that these commitments from the developer help ease their concerns and provide for the best commercial development for this property.

Z DEVELOPMENT SERVICES
CIVIL ENGINEERING CONSULTANTS

Date: February 6, 2026

To: To Whom It May Concern

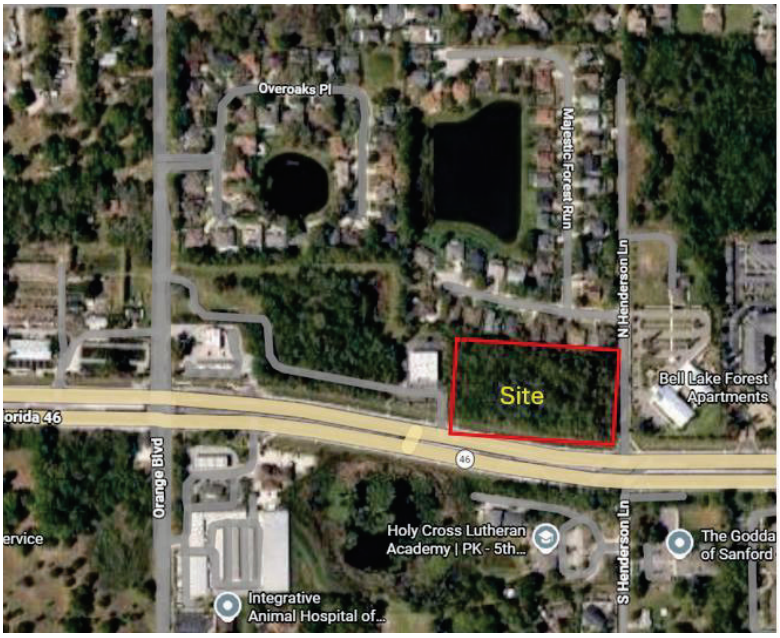
RE: Summary of Proposed Changes to Seminole County Project #: 25-20000010

Parcel Identification Number: 30-19-30-514-0000-0020

To Whom It May Concern,

The Applicant is proposing a Rezone from A-1 (Agriculture) to C-2 (General Commercial) for the parcel located at the Northwest corner of West SR 46 and North Henderson Lane, Sanford, Florida.

You are being notified as required by Section 30.44(2)(b) of the Seminole County Land Development Code. For reference, below is the current site.



When: February 26, 2026, from 6:00 p.m. to 8:00 p.m.

Where: SpringHill Suites, 201 N Towne Road, Sanford, FL 32771

Please come and learn more about the project, ask any questions you may have as well as voice any concerns.

Should you have any questions or need to discuss the project in the interim, I can be reached via phone at (407) 271-8910 or via email at bob@zdevelopmentservices.com.

Sincerely,

Bob Ziegenfuss, PE, LEED AP

1201 E. Robinson St.
Orlando, Florida 32801

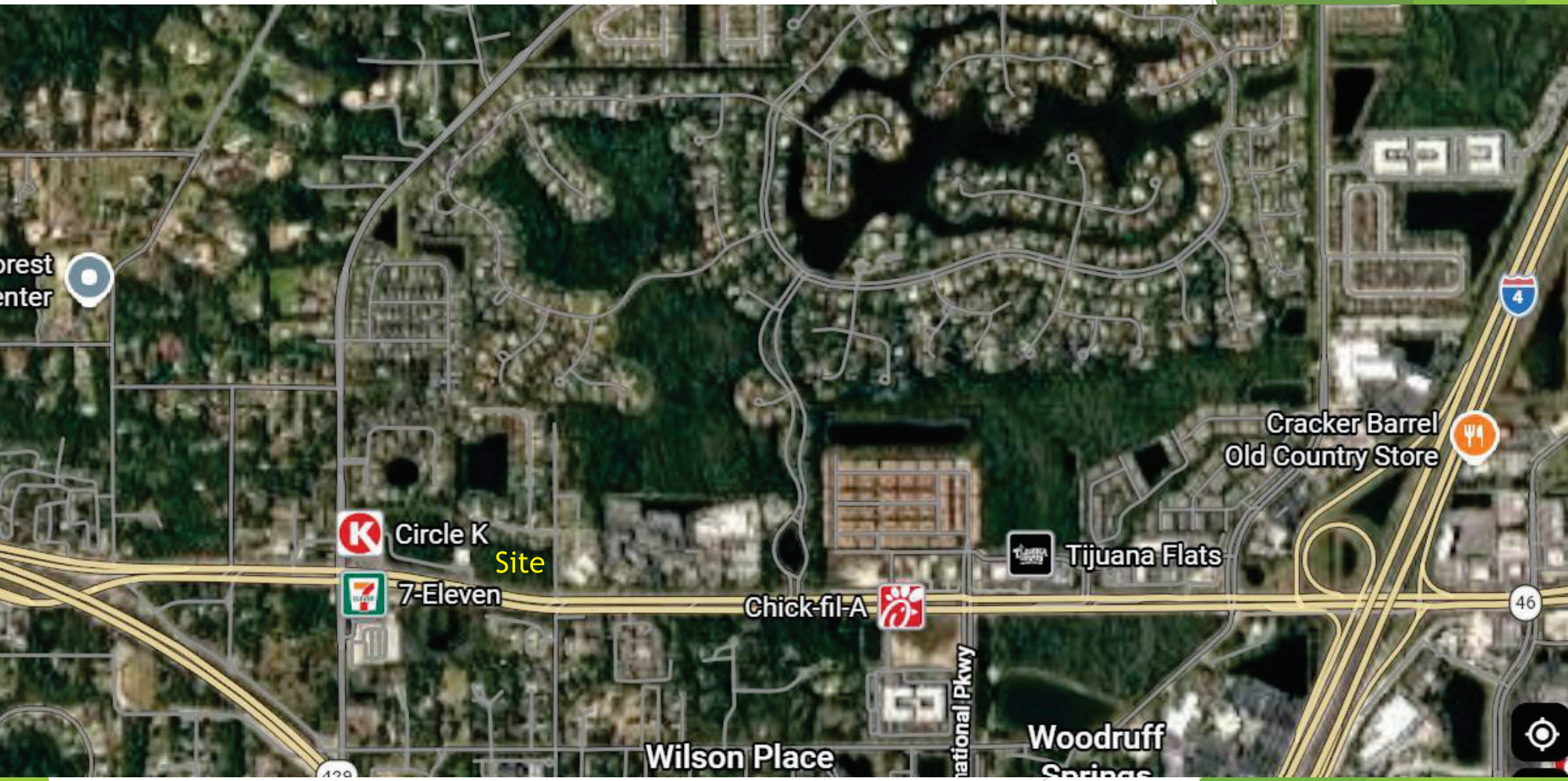
Phone: (407) 271-8910

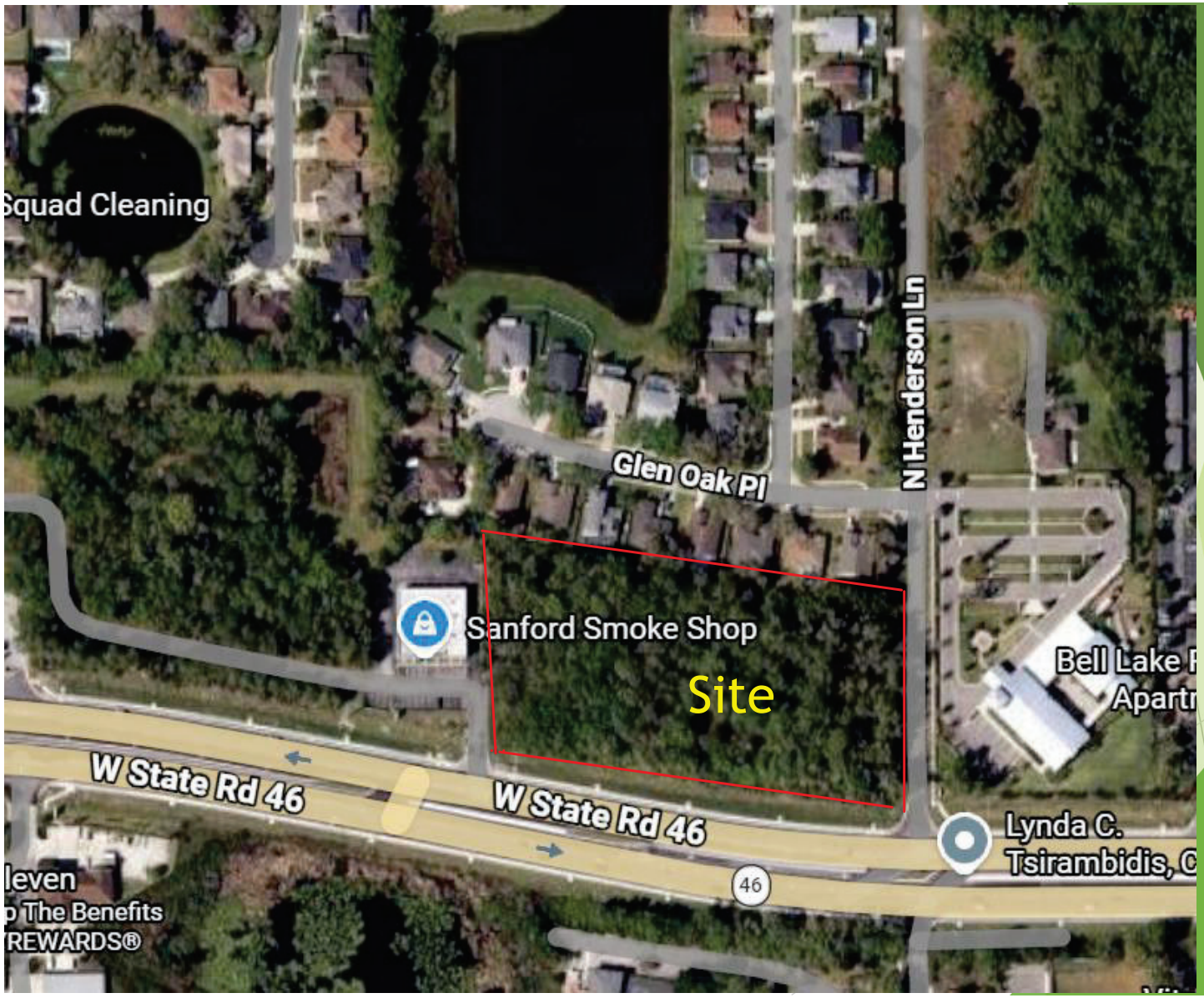
Henderson Hill

NWC W FL-46 & N. Henderson Lane
Sanford, Florida

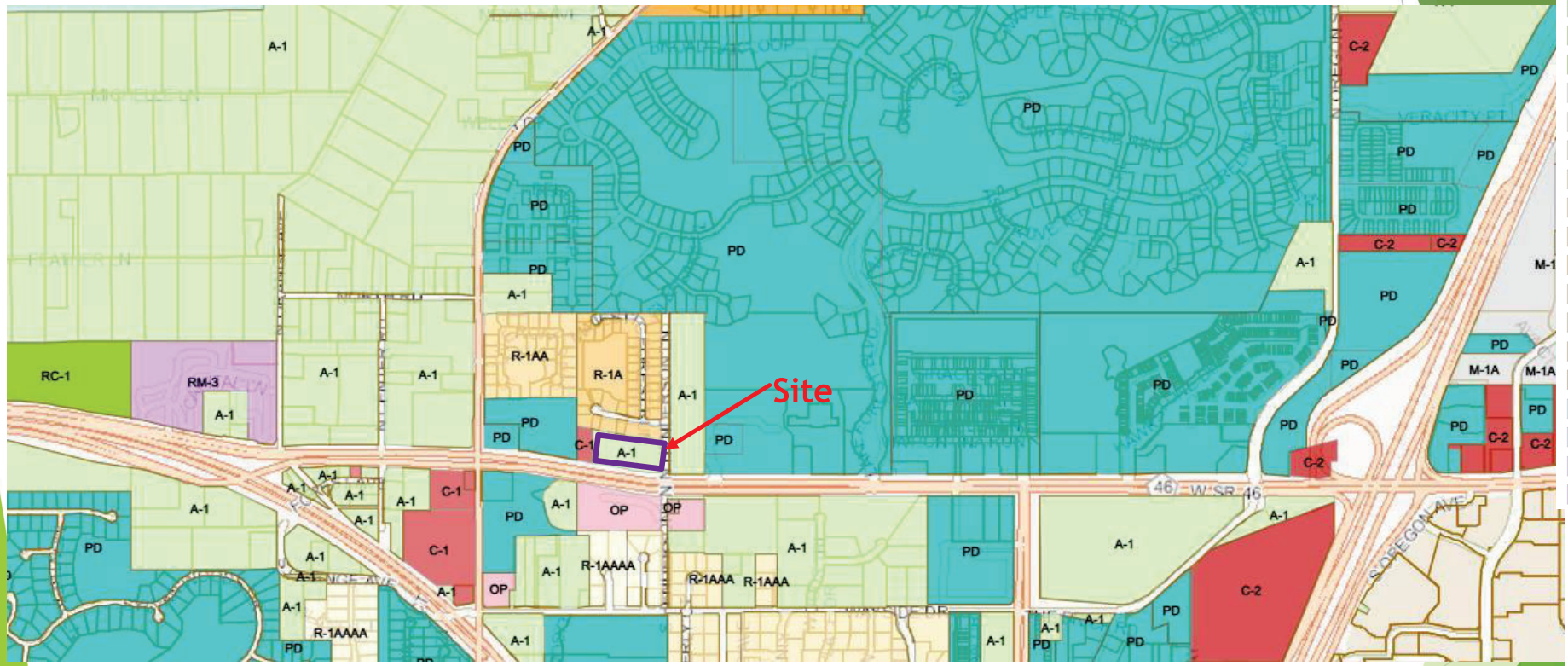
Rezone from A-1 (Agricultural) to C-2 (General Commercial)

Z DEVELOPMENT SERVICES
CIVIL ENGINEERING CONSULTANTS


Cracker Barrel
Old Country Store
Circle K
Site
7-Eleven
Tijuana Flats
Chick-fil-A
Wilson Place
Woodruff
4
46

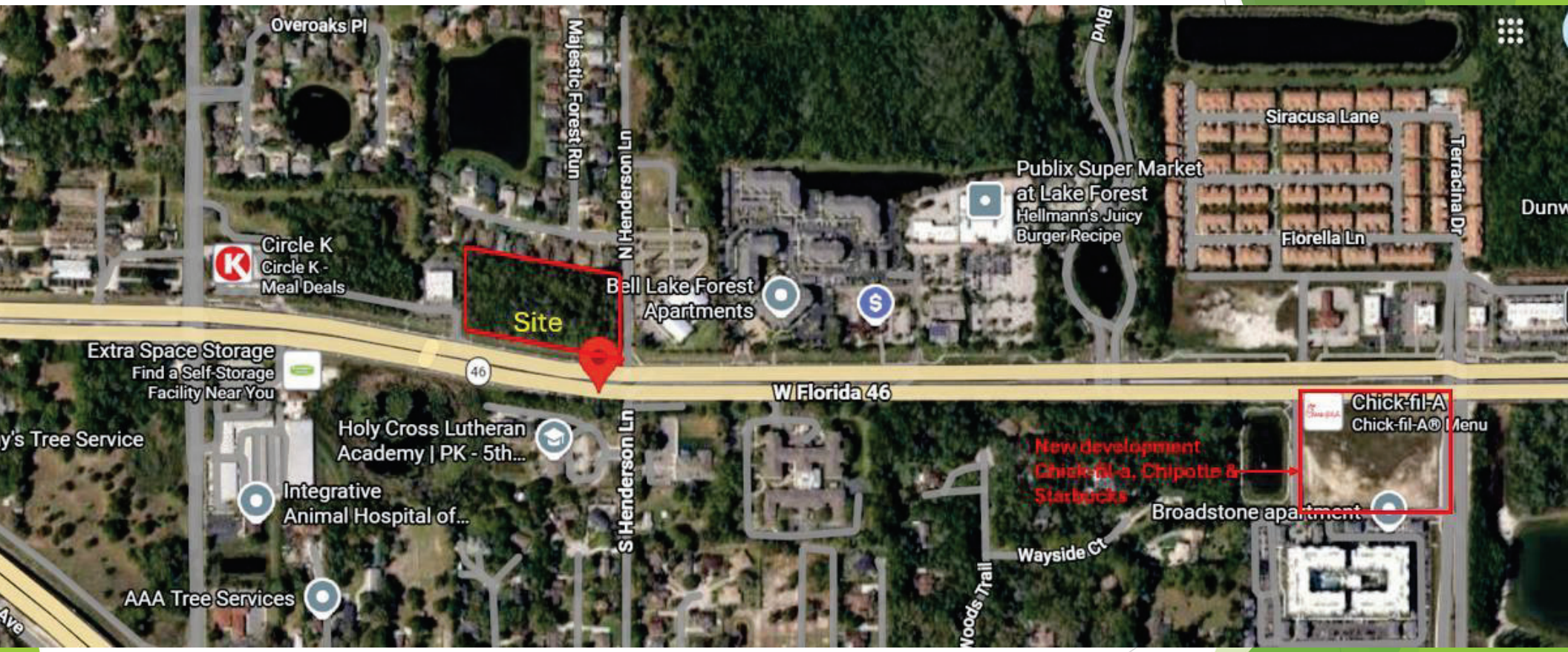

Squad Cleaning
Glen Oak Pl
N Henderson Ln
Sanford Smoke Shop
Site
Bell Lake
Apartr
W State Rd 46
W State Rd 46
46
Lynda C.
Tsirambidis, C
leven
The Benefits
REWARDS®

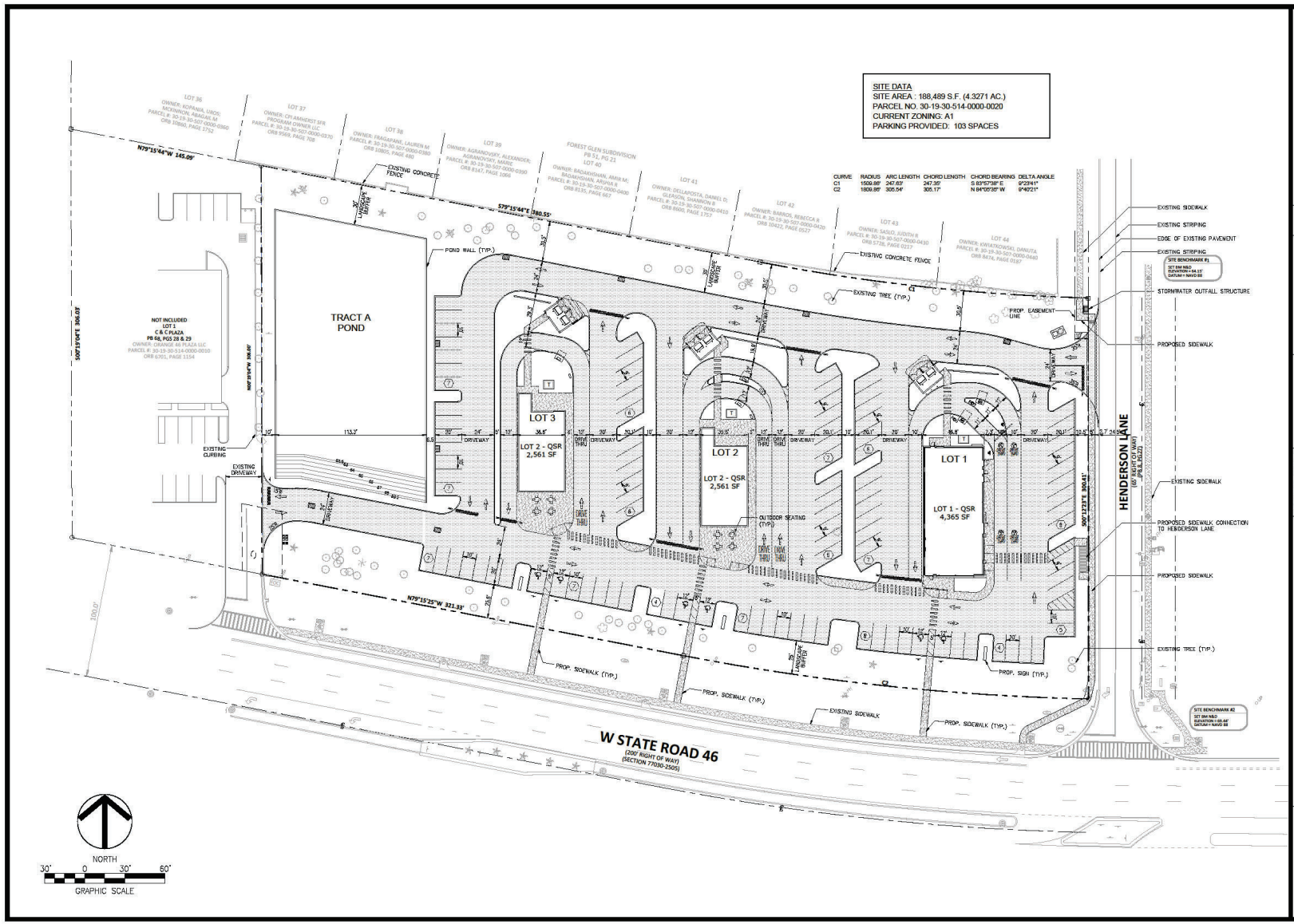
Zoning Map



Zoning

- A-1 Agricultural-1Ac
- A-10 Rural-10Ac
- A-5 Rural-5Ac
- A-3 Rural-3Ac
- RC-1 Country Homes-1Ac
- R-1AAAA Single Fam-21780
- R-1AAA Single Fam-13500
- R-1AA Single Fam-11700
- R-1A Single Fam-9000
- R-1 Single Fam-8400
- R-1B Single Fam-6700
- R-1BB Single Fam-5000
- R-2 One and Two-Family-9000
- R-3A Multi-Family-10DU
- R-3 Multi-Family-13DU
- R-4 Multi-Family
- R-AH Affordable Housing-3600
- RM-1 Single Fam Mobile Home-7000
- RM-2 Single Fam Mobile Home-5000
- RM-3 Travel Trailer Park-1500
- RP Residential Professional
- OP Office
- CS Convienence Commercial
- CN Restricted Neighborhood Com.
- C-1 Retail Commercial-Commodities
- C-2 Retail Commercial
- C-3 Gen Commercial & Wholesale
- M-1A Very Light Industrial
- M-1 Industrial
- M-2 Impact-Gen Industrial
- PD Planned Development
- UC University Community
- PLI Public Land & Institutions
- CITY


Overoaks Pl
Majestic Forest Run
N Henderson Ln
Blvd
Siracusa Lane
Terracina Dr
Publix Super Market
at Lake Forest
Hellmann's Juicy
Burger Recipe
Florella Ln
Dunw
Circle K
Circle K -
Meal Deals
Site
Bell Lake Forest
Apartments
Extra Space Storage
Find a Self-Storage
Facility Near You
46
W Florida 46
Chick-fil-A
Chick-fil-A® Menu
New development
Chick-fil-a, Chipotle &
Starbucks
Holy Cross Lutheran
Academy | PK - 5th...
S Henderson Ln
Integrative
Animal Hospital of...
Broadstone apartment
Wayside Ct
Woods Trail
AAA Tree Services



Z DEVELOPMENT SERVICES
CIVIL ENGINEERING CONSULTANTS
CA 29354
1201 E. ROBINSON STREET, ORLANDO, FL 32801
PH: (407) 271-9310

REVISION	DATE

ROBERT ZIEGENFUSS, P.E., LEED AP
FL REG. # 56702

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROBERT ZIEGENFUSS ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

COMMERCIAL DEVELOPMENT
NWC OF WEST SR46 & N. HENDERSON LANE
SANFORD, FLORIDA

DATE: 02-23-26
DRAWN: SR
CHECKED: RZ

C1
SITE DIMENSION PLAN

PROJECT NO.: 2025.175

Topic: Henderson Hill Rezone

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane.

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

☐ Individual ☒ Corporation ☐ Land Trust

☐ Limited Liability Company ☐ Partnership ☐ Other (describe): _____

_____

_____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST
Joseph Kolomeir	DPST	112 Bonefish Circle, Jupiter, FL 33477	100%

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: _____

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: _____

NAME	TITLE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Date of Contract: _____

Specify any contingency clause related to the outcome for consideration of the application: _____

_____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein:

12/15/25
Date

Owner, Agent, Applicant Signature
Julie Farr (Agent)

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 15th day of December, 2025, by Julie Farr, who is ☒ personally known to me, or ☐ has produced _____ as identification.

KENDRA LAKEBERG
Notary Public - State of Florida
Commission # HH 195701
My Comm. Expires Mar 1, 2026
Bonded through National Notary Assn.

Signature of Notary Public

Kendra Lakeberg
Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Namo Holdings Inc, the owner of record for the following described property *[Parcel ID Number(s)]* 30-19-30-514-0000-0020 hereby designates Robert Ziegenfuss and/or Julie Farr to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☒ Construction Revision	☒ Final Engineering
☐ Final Plat	☒ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☒ Minor Plat
☒ Preliminary Subdivision Plan	☒ Rezone	☒ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: all permitting required for the development of this site

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

10/12/2025
Date

Property Owner's Signature

Joseph Kolomeir
Property Owner's Printed Name

Province of Ontario
~~STATE OF FLORIDA~~
COUNTY OF Halton

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Joseph Kolomeir *(property owner)*, ☒ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☐ who has produced a canadian Passport # AN177018 as identification, and who executed the foregoing instrument and sworn an oath on this 10th day of December, 2025.

NOTARY PUBLIC ONTARIO

Nachla Law Office Professional Corporation
742 Kerr Street, Unit 2
Oakville, Ontario L6K 3B2
905-290-1965

Notary Public
MARIA BONDERSKAYA
LSO # P06103

SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

Meeting Minutes - Draft

Wednesday, May 6, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present	Tim Smith, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre
Absent	Richard Jerman

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Interim Development Services Director; Dagmarie Segarra, Deputy Development Services Director; Kate Latorre, County Attorney, Jim Potter, Development Review Engineering Manager; Joy Giles, Planning & Development Manager; Annie Sillaway, Principal Planner; Kaitlyn Apgar, Senior Planner; and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the Proofs of Publication. The motion passed unanimously, 6-0.

Aye:	Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre
Absent:	Commissioner Jerman

Approval of Minutes

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the April 1, 2026 P&Z Minutes, as submitted. The motion passed unanimously, 6-0.

Aye:	Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre
Absent:	Commissioner Jerman

NEW BUSINESS

Public Hearing Items:

1. Land Development Code Amendment - Continued from the April 1, 2026 P&Z Meeting - Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide (Maya Athanas, Principal Planner)

   Dagmarie Segarra, Deputy Development Services Director - presented this item as stated in the Staff report. She further stated that this item was continued from the April

1, 2026 to today. Nothing has changed since the initial presentation that staff provided on April 1. A few of the P&Z Board members were separately briefed on the details of the LDC Amendments prior to the meeting. Staff can present the item as done in April, proceed with a question and answer format, or anything specific way the Board would like to proceed. There was proposed language to be stricken from the R-3 designation regarding density and Staff is considering to keep that language in the Land Development Code in the meantime, prior to the BCC meeting. Therefore, the density language in the R-3 section of the LDC will remain as is.

No questions from the Board were presented.

No one from the audience spoke in favor or in opposition to the request.

The Chairman mentioned that a written comment was received by Dave Axel, of Oviedo, which she read for the record, regarding the preclusion of gating in the Missing Middle and Alternative Design Standards sections of the proposed LDC Amendments. His concerns are that there are times when it is impractical or impossible to get connectivity, so gating should not be prohibitive. Chairman Lawhun asked Staff why we are we strictly prohibiting gating in these two sections. Dagmarie Segarra responded that the Missing Middle zoning designation is to incentivize and provide the Missing Middle typology that is missing in Seminole County. One of the struggles is with infill areas in the County. The main reason why Staff is recommending that it not be gated is to allow for flexibility of housing types and accessibility through the community, if they can connect to existing subdivisions. The Land Development Code already has a provision which would allow the Development Services Director to make a determination in cases where there are wetlands, lack of connectivity, or where it is not feasible to make that determination of waiving the requirement. It is not a good Planning practice, however they understand certain situations where gated communities are more appropriate, but for these specific types, it is not encouraging the purpose and intent of the (MM) zoning.

Chairman Lawhun asked if she is suggesting that the example brought forth by Mr. Axel, which is the northeast corner of Celery Avenue and Cameron, which has wetlands on once side and a gated subdivision on another, and in that case Staff would be able to make a determination that a gated community could be put there. Ms. Segarra responded it would be a case-by-case situation. Chairman Lawhun asked then, why we can't put language in the Land Development Code that it will be decided on a case-by-case basis. Ms. Segarra responded that it is not good Planning practice and not conducive to the intent of that (MM) zoning district. Chairman Lawhun stated that she thinks he made some good points and wanted to make sure it was on the record. Staff requests approval of this request.

Motion by Commissioner Lourdes Aguirre, seconded by Commissioner Brandy Ioppolo, to approve and refer the Land Development Code Amendments to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

2. Slavia Station PD Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the subject property had previously secured approval of PD zoning entitlements and a Planned Development Future Land Use, approved on August 14, 2007. In accordance with Seminole County Land Development Code, the required Final Development Plan was not submitted within five (5) years and substantial development had not occurred within eight (8) years after approval. As a result, the PD entitlements have expired, necessitating the rezone. There was no maximum Floor Area Ratio (F.A.R.) established per the previously approved PD; however, the applicant is proposing a maximum F.A.R. of 0.24. The proposed development as depicted in the Master Development Plan has an F.A.R. of 0.10. The previous PD entitlements included permitted uses of OP (Office) and CN (Neighborhood Commercial) zoning districts. Additional previously approved uses included banks, civic assembly, daycares, and restaurants. The current request includes less extensive permitted uses consisting of permitted uses in CN (neighborhood commercial) zoning district, office, and civic assembly as an accessory limited to sixteen seats. The 1,370 square foot building existing on the property is considered to be historical in nature. The structure was utilized as a filling station and general store for the early Slavia community around 1929. The applicant proposes to utilize the existing structure as a coffee shop as well as construct a pavilion, bathroom facilities, and additional office building to the rear. This development is within Seminole County's potable water service area and sanitary sewer area and is required to connect to public utilities. The developer will be required to build a private pump station to connect to the County’s force main system. The property will access onto Red Bug Road, which is classified as a local Road. The developer is required to build a five (5) foot wide sidewalk along the property’s frontage on Red Bug Road. Landscape buffers required include a ten (10) foot wide buffer along the northern property line and a fifteen (15) foot wide buffer with a three (3) foot hedge enhancement along the east, south, and west property lines. Specific buffer components will be established at Final Development Plan. Twenty-five percent (25%) common usable open space will be provided on the subject property. The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Seminole County Land Development Code (SCLDC). The existing PD Future Land Use is consistent with the proposed PD zoning. The proposed Master Development Plan (MDP) and Development Order (DO), appropriately address compatibility with the surrounding development pattern. The proposed development is providing an innovative concept that allows the preservation of a historical building while serving the greater residential community through the provision of neighborhood

compatible commercial uses. The cultural preservation of this historic building in the Slavia community is a nod to the existing roots of the community and works to serve as an amenity to conserve a piece of heritage while developing a new expression of the site. The proposed development is expected to assist in reducing vehicle miles traveled (VMT) per household. The project is located across the street from the Cross Seminole Trail and is providing a sidewalk network and bicycle parking to bolster pedestrian accessibility to the site, thus incentivizing pedestrian over vehicle conveyance. The applicant conducted a community meeting on February 10, 2026. Details of the community meeting are included in the agenda package. Staff requests approval of this request.

Vice Chairman Brandy Ioppolo asked what the purpose is for the 3,700 sf building currently on the property. Ms. Apgar responded that it is labeled as Office on the Master Development Plan. The applicant can speak more on their proposed use.

John Frith, for the applicant, of Frith and Associates, stated that he is the Civil Engineer on the project. He stated that the office building is a future use, but is not being addressed at this time. They will renovate the existing gas station into a coffee shop and they add another building with restrooms, as well as a pavilion and associated parking.

Vice Chairman Ioppolo asked about the noise from the pavilion when functions are there. Mr. Frith responded that there will be weekend functions, with a seating area, an art show that is compatible with the coffee shop. They don't anticipate a loud band, it would be acoustical if anything and he doesn't believe there will be a lot of noise.

No one from the audience spoke in favor or opposition to this request.

Ms. Apgar stated that there is a condition in the Development Order (DO), prohibiting outdoor amplification of sound without County Staff approval of a Special Event permit.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve and refer the Slavia Station PD Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

3. Henderson Hill Rezone - Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane; (Z2025-025) (Andrew Hill/Grey Seven LLC, Applicant) District5 - Herr (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the rezone to C-1 will allow development in accordance with the C-1

zoning district, which permits uses including, but not limited to, banks, convenience stores, and restaurants. The subject property has an existing Future Land Use of Commercial, which allows a maximum Floor Area Ratio (F.A.R.) of 0.35. The intent of the Commercial land use designation is to provide appropriate locations to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores and retail sales. This land use should be located at intersections or along major roadways as infill development where this use is established. The Applicant proposes to develop the property with three (3) restaurants, each with a drive-through lane, and does not intend to subdivide the property into separate parcels. The Applicant proposes access via Henderson Lane, which is classified as a local road, with a cross-access connection extending west through the existing commercial plaza. A full traffic study and cross access easement agreement will be required at the time of site plan approval. The subject property is within the SR 46 Gateway Corridor and will require the Applicant to maintain a minimum landscape buffer of 25 feet and a 50-foot building setback. The request is consistent with the Seminole County Land Development Code (SCLDC) and the surrounding area. The C-1 zoning district is intended to permit and encourage a full range of essential commercial uses, while at the same time protecting neighboring residential properties from any possible adverse effects of commercial activity. The Applicant will be providing the required open space and adequate landscape buffers to be consistent with the Land Development Code in order to provide adequate buffering for the residential district to the north, which will be demonstrated at the time of site plan approval. The proposed C-1 zoning classification is consistent with the established development pattern along SR 46, that consists and aligns with the intent and allowable intensity of the Commercial Future Land Use category by supporting comparable commercial activities and is compatible with the zoning designation of the properties located to the west of the subject site and consistent with the Commercial Future Land Use designation. The Applicant conducted a community meeting on February 26, 2026. An opposition email was received today from a resident at 5471 Glen Oak Place, which was provided to the P & Z Board prior to the meeting. Staff requests approval of this request.

Bob Ziegenfuss, Z Development Services, of Orlando, stated that he is representing the developer and he is also the engineer for the project. He further stated that the Future Land Use map reflects the property is Commercial and they are adjacent to an existing C-1 use, which is compatible with the area. He heard about the one comment received today, which was relative to the proximity of their pool to the back property line. He stated that there is an existing six foot (6') block concrete wall back there, which is adjacent to all of the residential properties. They are also providing a thirty foot (30') landscape buffer and leaving the existing natural vegetation in that buffer. They will add more plantings along their curve line, as you come into the development, away from the natural landscape buffer. They will clean up the area and will repair the concrete wall. The community meeting was very positive and they were happy to see that no two-story buildings would be looking into their backyard.

Commissioner Tim Smith asked if there will be one or two points of entry/exist access to the property. Mr. Ziegenfuss responded that there are two. He further stated that they will be utilizing an existing access point to the neighboring C-1 development off of

SR 46. They will have access off of Henderson as well.

No one from the audience spoke in favor or opposition to this request.

Chairman Lawhun stated that they received one comment card in support of this request not wanting to speak, but had a question for Staff regarding whether or not the ten foot (10') buffer would be in writing in the Development Order (DO).

Annie Sillaway, of Staff, responded that the rezoning is a straight zoning, which does not have a Development Order. Instead, the applicant will be held to the established Land Development standards for that zoning, for the landscape buffers. The additional commitments the applicant is making is not within a Development Order, but will be determined at site plan review.

Mr. Ziegenfuss, in his rebuttal, stated that if the neighbor's desire to have the ten foot (10') buffer provision, the developer is committed to it and they are moving forward right now to show a 30 foot (30') landscape buffer between the back rear access road and that neighbor's rear property line. It is on their current plan that they are working on to submit for permits after the public hearing process. They are willing to commit to that, if it's something the Board wants to add as a stipulation or a condition for approval.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve and refer the Henderson Hill Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

CLOSING BUSINESS

Development Services Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that the Development Services Citizens Academy will be held on May 7, 2026, which will showcase the department from 6:00 to 8:00 PM, which is a family event held at the County Services Building.

Board Comments

Vice Chairman Brandy Ioppolo thanked Staff for the extra time spent on providing the briefing on the Land Development Code. It really helped and provided a lot of clarity.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:29 PM.

File Number: 2026-0163

Title:

Land Development Code Amendment - Consider an Ordinance amending Chapter 2 - Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide **(Maya Athanas, Project Manager)**

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes

Contact/Phone Number:

Maya Athanas/407-665-7388

Background:

SB 180: Due to the nature of SB 180, staff and the County Attorney's Office have reviewed the proposed amendments to ensure they do not create regulations that are more restrictive or burdensome than existing requirements. Additionally, certain updates that had been discussed during previous work sessions have been removed from the amendment to avoid potential conflicts with SB 180.

Background: In January 2024, completed a comprehensive reorganization of Chapter 30- Zoning of the Seminole County Land Development Code (LDC). The proposed amendments included in this ordinance address items that were identified too late to be incorporated into the 2024 update, as well as the following categories:

- Housing needs

- Application & variance trends
- Updates required by the Comprehensive Plan
- Streamlining of processes
- General updates to references and clarification
- Compliance with state regulations

Much of the content within this amendment has been previously presented and discussed during three BCC work sessions (see the summary below). A more detailed outline of the proposed amendment is provided in the attached “Summary of Changes”. The following section provides a high-level overview of the amendments organized by category.

Updates related to housing needs

Affordable housing: Planning and Development staff worked with a consultant to conduct a study on the affordable housing needs within the County. The purpose of the study was to guide staff in updating the affordable housing density bonus program. The results were presented to the Board of County Commissioners at a work session in May 2025, and staff was directed to design the program to incentivize home ownership opportunities.

In summary, the density bonus program incentivizes the inclusion of a portion of housing units within a traditional development to be sold or rented to households meeting low or very low-income thresholds. For example, for each very low-income unit provided, the developer may build two additional units at market rate. However, in no circumstance shall the development exceed the allowable density for the Future Land Use designation. For example, in Low Density Residential, a development is allowed to have seven dwelling units per net buildable acre when using this program.

Planning staff worked with Community Services to address how the program would be managed after adoption. The program was presented to the Developers Advisory Board (DAB) in February 2026, and received positive feedback that it offered feasible densities for market-rate developers to consider use of the program. Attached is the letter of support from the DAB.

Lot sizes in single-family zoning districts: Staff and the consultant also analyzed the feasibility of developments in single-family zoning districts to achieve a density of four dwelling units per net buildable acre, which is the maximum allowed density in the Low Density Residential Future Land Use designation. The minimum lot sizes and width in these zoning districts do not typically result in achieving the four units per net buildable

acre. Thus, Seminole County has experienced high volumes of requests for Planned Development (PD) approval to achieve the density. Attached is consultant's (Kimley Horn) memo with the results of this analysis.

As a result of this analysis and in an effort to streamline the development process for single-family zoning districts and preserve PD approvals for unique projects and circumstances, staff recommends establishing alternative design standards for subdivisions. The alternative design standards would allow smaller lot sizes in exchange for providing 20% open space within the project, resulting in increased allowable density and higher quality residential developments. This concept was presented during the September 2025 BCC work session, and the language provided during the session has been included in the proposed ordinance as directed by the Board. To effectively implement the Alternative Design Standards proposed lot widths, staff is also proposing the reduction of certain side and rear setback requirements within select zoning districts. While these setbacks modifications were not specifically presented during the work session, they are necessary to ensure the standards function as intended. In addition, the revises setbacks are expected to reduce the number of setback variances requests. The proposed setback standards are provided on page 85 of the ordinance.

Updates related to application & variance trends

Variances trends for accessory structures in residential: Common variances submitted to the County include requests for increases in accessory structure height and accessory dwelling unit size. This amendment proposes to allow accessory structures to exceed the height of the principal home but no higher than the maximum building height in the zoning district (typically 35'). Further, the amendment increases the maximum accessory dwelling unit size from 35% to 50% of the principal dwelling unit, and from 1000 sq ft to 1100 sq feet in residential zoning and 1600 sq ft in agricultural zoning.

Other applications: Updates reflecting current application trends include the removal of separation requirements between alcoholic beverage establishments and churches, residential properties, as well as a reduction in the required separation from schools, consistent with state statute. These changes respond to the limited availability of commercial space and the common proximity of such establishments to other uses within shopping plazas. This update is expected to reduce the number of Special Exception requests brought before the Board.

Additionally, amendments are proposed to reduce the number of boat docks requiring BCC approval and to allow for administrative approval of plats.

Updates required by the Comprehensive Plan

Policy FLU 4.2.3 Urban Centers and Corridors Overlay of the Comprehensive Plan requires the adoption of a map identifying the subareas of the Overlay within the LDC. This update is limited to the creation of a map for illustrative purposes only. The density and intensity bonuses established by Policy FLU 4.2.3 remain the same. The Overlay is divided into two subareas: the Core Area and the Remainder Area. The Core Area consists of the portions of the Overlay located within the Core Mobility Fee Area. The Remainder Area includes all portions of the Overlay not within the Core Mobility Fee Area.

This amendment includes a listing of the permitted uses for the HIP-Airport and HIP-Target Industry Future Land Use Designations. As the LDC does not clearly identify permitted uses for HIP-Airport, this update is necessary to provide clarification. Staff reviewed the previous Joint Planning Agreement with the City of Sanford for “airport compatible uses,” and coordinated with both the City and the Orlando Sanford International Airport to develop the proposed use list. The amendment also retains flexibility by allowing similar uses to be approved through a determination by the Planning Manager, consistent with Section 30.5.1.2 (Interpretation of Permitted Uses Table).

Uses for HIP-Target Industry were moved from the exhibits of the Comprehensive Plan into the LDC.

Updates related to streamlining of processes

Additional amendments are proposed to streamline processes, including but not limited to removing fence permit requirements in certain instances and removing the development plan requirement for rezoning requests in the R-3, R-3A, and R-4 zoning districts.

General updates to references and clarification

This amendment includes updates to references, section numbers, title and terminology, as well as reorganization of sections to improve clarity and usability.

Sections that were significantly reorganized to enhance user-friendliness or simplify requirements include Planned Developments (30.8.5), Open Space (30.14.2) and Buffering (30.14.3). Additionally, revisions to the sign regulations (Ch 30, Part 13) introduce new sign types that are not currently permitted, such as wayfinding, blade, and awning signs.

Updates for compliance with state regulations

Language has been updated to be consistent with state regulations regarding community residential homes, and home-based businesses. Finally, updates are proposed to allow administrative approval of plats rather than by the BCC.

Planning and Zoning Commission: This item was presented at the April 1, 2026 Planning and Zoning meeting but was continued to the May 6, 2026 meeting to allow the board members additional time to review. Planning and Development Staff provided briefings with the board members who desired briefings prior to the May meeting, where there was a unanimous vote to recommend the Board of County Commissions approve the ordinance amending the Land Development Code.

First Reading at the Board of County Commissioners: The first reading of this item was approved at the BCC meeting on June 23, 2026, with three revisions. Staff made the following revisions as directed by the BCC:

• Add *Vocational, business and professional (non-industrial)* as a permitted use to the C-3 zoning district.

• Add the following language to 30.8.5.2 (b): “Multifamily units such as condominiums, apartments, townhouses and above-store "flat" housing units are permitted in mixed-use developments only. The provision of multifamily uses is limited to twenty (20) percent of the total net buildable area of any development site and forty-nine (49) percent of the maximum allowed total floor area for the development.”

• Revise language in 35.73.1. to allow the Development Services Director to waive the prohibition of gated communities for projects using the Alternative Design Standards.

Summary of previous work sessions: The majority of the content in this amendment was presented at three previous BCC work sessions. Presentations from those sessions are included as attachments.

Summary of topics discussed at the work sessions are as follows:

February 11, 2025 (presented by consultant):

- Fence permitting requirements
- I-4 Signage Updates
- General sign code updates
- PD approval process
- Urban Centers and Corridors Overlay

May 13, 2025 (presented by consultant):

- Affordable housing density bonus program
- Zoning districts within LDR
- Small Lot Mixed-Use Zoning District
- Open space standards
- Buffer standards
- Walls and fences for commercial development and subdivisions

September 9, 2025 (presented by staff):

- Lot sizes in Low-Density Residential
- Definitions
- Administrative approval of plats
- Accessory structures and accessory dwelling units
- Separation requirements for alcoholic beverage establishments
- Uses permitted for live-work units
- Missing Middle Zoning development plan requirements
- Greater benefit criteria for planned developments *(follow up from February 11, 2025)*
- Permitted uses for HIP-Airport properties
- Affordable housing density bonus program *(follow up from May 13, 2025)*
- Urban Centers and Corridors Overlay map *(follow up from February 11, 2025)*
- Open space and landscape buffering
- Removal of fence permit requirement for typical fencing in single and two-family properties *(follow up from February 11, 2025)*
- Alternative design standards for subdivisions *(follow up from May 13, 2025)*
- Streamlining boat dock approval process

Requested Action:

Staff requests the Board of County Commissioners adopt an Ordinance amending

Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code.

ORDINANCE NO. 2026-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY IN THE FOLLOWING MANNER: CHAPTER 2 (DEFINITIONS), SECTION 2.3, TO ADD AND AMEND DEFINITIONS; CHAPTER 5 (ADMINISTRATION) TO AMEND AND UPDATE SECTION 5.19 (ADMINISTRATIVE ADJUSTMENTS) AND SECTION 5.20 (ENGINEERING MANUALS); CHAPTER 20 (DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS) TO ADD SECTION 20.13 (ENFORCEMENT); CHAPTER 30 (ZONING REGULATIONS) PART 2 (ESTABLISHMENT OF DISTRICTS) TO AMEND SECTION 30.2.6 (APPLICATION OF ZONING CLASSIFICATION REGULATIONS), PART 3 (ADMINISTRATION) TO AMEND SECTION 30.3.1 (PLANNING AND ZONING COMMISSION), TO ADD 30.3.1.6 (CONVENTIONAL REZONING), TO AMEND SECTION 30.3.3 (BOARD OF ADJUSTMENT), TO AMEND AND RENAME SECTION 30.3.10 (NONCONFORMITIES), TO ADD SECTION 30.3.13 (NONCONFORMANCE DUE TO GOVERNMENT TAKING OR VOLUNTARY DEDICATION), PART 4 (ZONING DISTRICT STANDARDS) TO DELETE, AMEND AND REORGANIZE SECTION 30.4.8 (R-3 AND R-3A MULTIPLE-FAMILY DWELLING DISTRICTS), TO AMEND SECTION 30.4.9, (R-4 MULTIPLE-FAMILY DWELLING DISTRICT) AND SECTION 30.4.14 (OP OFFICE DISTRICT), PART 5 (PERMITTED USES BY ZONING DISTRICT) TO UPDATE SECTION 30.5.1 (GENERAL REQUIREMENTS) AND AMEND TABLES IN SECTION 30.5.2 (PERMITTED USE TABLE AND FOOTNOTES) AND SECTION 30.5.3 (USE CONSOLIDATION), PART 6 (ADDITIONAL USE STANDARDS) TO AMEND SECTION 30.6.1 (ACCESSORY BUILDING AND USES), SECTION 30.6.6 (ALCOHOLIC BEVERAGE ESTABLISHMENTS) AND SECTION 30.6.7 (COMMUNICATION ANTENNAS/TOWERS), TO RENAME AND AMEND SECTION 30.6.10 (COMMUNITY RESIDENTIAL HOMES, ASSISTED LIVING FACILITIES, AND CERTIFIED RECOVERY RESIDENCES), TO DELETE SECTION 30.6.12 (RESERVED), TO AMEND SECTION 30.6.16 (VACATION RENTALS), TO ADD SECTION 30.6.20 (LIVE-WORK UNITS), PART 7 (DEVELOPMENT STANDARDS) TO AMEND SECTION 30.7.2 (GENERAL STANDARDS)AND THE TABLE IN SECTION 30.7.3 (DIMENSIONAL STANDARDS TABLE), PART 8 (SPECIAL ZONING DISTRICTS) TO AMEND SECTION 30.8.3 (MM MISSING MIDDLE DISTRICT AND ALTERNATIVE STANDARDS) AND TABLE 8.3-A, TO AMEND AND REORGANIZE SECTION 30.8.5 (PD PLANNED DEVELOPMENT) AND RECODIFY SECTION 30.8.7 (UC UNIVERSITY COMMUNITY DISTRICT), PART 9 (SUPPLEMENTAL REGULATIONS) TO AMEND SECTION 30.9.5 (BOAT DOCK REQUIREMENTS), TO RENUMBER SECTION 30.9.6 (DOGS IN PUBLIC

FOOD ESTABLISHMENTS), TO AMEND AND RENUMBER SECTION 30.9.7 (ALTERNATIVE DENSITY OPTION FOR AFFORDABLE HOUSING) AND ADD DENSITY STANDARDS TABLE, REMOVING TABLE 1 AND TABLE 2, PART 10 (OVERLAY DISTRICTS) TO UPDATE THE SCENIC CORRIDOR MAP IN SECTION 30.10.2 (SCENIC CORRIDOR OVERLAY ZONING DISTRICTS), TO AMEND SECTION 30.10.3 (LAKE MARY BOULEVARD GATEWAY CORRIDOR OVERLAY STANDARDS CLASSIFICATION), SECTION 30.10.8 (AIRPORTS), SECTION 30.10.11 (CREATION OF STATE ROAD 46 GATEWAY CORRIDOR OVERLAY STANDARDS ZONING CLASSIFICATION/DESCRIPTION OF CORRIDOR AND PROPERTY AFFECTED/APPLICABILITY), AND SECTION 30.10.12 (OXFORD PLACE OVERLAY DISTRICT), TO ADD SECTION 30.10.14 (OVERLAY AREAS OF THE URBAN CENTERS AND CORRIDORS OVERLAY) AND CORE AREA OVERLAY MAP, PART 11 (PARKING AND LOADING REGULATIONS) TO AMEND SECTION 30.11.4 (PARKING REDUCTION AND EXCEPTIONS), TO DELETE SECTION 30.11.5 (ELECTRIC VEHICLE READINESS), AND AMEND SECTION 30.11.7 (MISCELLANEOUS DESIGN STANDARDS); PART 13 (SIGN REGULATIONS) TO AMEND AND RENUMBER SECTION 30.13.3 (SIGN STANDARDS) AND SECTION 30.13.5 (PROHIBITED SIGNS), TO AMEND SECTION 30.13.6 (NONCONFORMING SIGNS), AND TO RENAME AND AMEND SECTION 30.13.16 (RP SIGNAGE REGULATIONS), PART 14 (LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE) TO RENAME SECTION 30.14.1 (GENERAL PURPOSE AND WATER-EFFICIENT LANDSCAPING CRITERIA), TO AMEND, RENUMBER, AND REORGANIZE SECTION 30.14.2 (OPEN SPACE), TO RENAME, RENUMBER, AMEND AND REORGANIZE SECTIONS 30.14.3 THROUGH 30.14.12 REGARDING BUFFERING REQUIREMENTS AND STANDARDS, TO AMEND SECTION 30.14.15 (SCREENING), AND TO AMEND SECTION 30.14.19 (FENCES); CHAPTER 35 (SUBDIVISION REGULATIONS), PART 2 (PROCEDURES FOR SECURING APPROVAL OF PLATS) TO AMEND SECTION 35.14 (REVIEW OF FINAL PLAT), TO UPDATE SECTION 35.16 (HOME CONSTRUCTION PRIOR TO PLAT RECORDING), PART 4 (REQUIRED SUBMITTALS), TO AMEND SECTION 35.42 (REQUIRED SUBMITTALS FOR DEVELOPMENT PLAN) AND SECTION 35.43 (REQUIRED SUBMITTALS FOR PRELIMINARY PLAN), TO AMEND AND RENUMBER SECTION 35.44 (REQUIRED SUBMITTALS FOR FINAL PLAT), PART 6 (DESIGN STANDARDS) TO UPDATE SECTION 35.61 (GENERAL) AND SECTION 35.72 (RURAL SUBDIVISION STANDARDS), TO ADD SECTION 35.73 (ALTERNATIVE DESIGN STANDARDS), AND TO RENUMBER SECTIONS 35.74-35.80 (RESERVED), PART 13 (RECORDING OF FINAL PLAT) TO UPDATE SECTION 35.151 (RECORDING FINAL PLAT), TO AMEND AND RENAME SECTION 35.152 (NO RECORDATION IF NOT APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR OR

DESIGNEE), PART 18 (ENFORCEMENT PROVISIONS) TO UPDATE SECTION 35.201 (GENERAL) AND SECTION 35.202 (REQUIRED IMPROVEMENTS); CHAPTER 70 (DREDGE AND FILLING) TO AMEND AND UPDATE SECTION 70.6 (PERMIT APPLICATION; PROCEDURES) AND SECTION 70.10 (GENERAL REGULATIONS); CHAPTER 90 (UNIFORM BUILDING NUMBERING SYSTEM), TO AMEND AND UPDATE SECTION 90.4 (ADMINISTRATION OF THE UNIFORM ADDRESSING SYSTEM), SECTION 90.5 (BUILDING AND UNIT NUMBERING), AND SECTION 90.10 (SUBDIVISION, PLAZA AND BUILDING NAMES); PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION IN THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled Local Government Comprehensive Planning and Land Development Regulations Act ("Act"), empowers and requires the Board of County Commissioners of Seminole County ("the Board") to plan for the County's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide this growth and development; and

WHEREAS, the Seminole County Local Planning Agency held a public hearing, with all required public notice on May 6, 2026, for the purpose of providing recommendations to the Board of County Commissioners on this Ordinance to amend the Land Development Code, and recommend that the Board adopt this Ordinance; and

WHEREAS, the Board has a goal of continually updating the Land Development Code to promote consistency with the latest state and federal laws and streamlining and updating the regulations contained therein to ensure the County is implementing best practices for land development in Florida; and

WHEREAS, the Board desires to maintain the quality of life for Seminole County residents by providing for housing needs, safeguarding environmental resources, protecting existing neighborhoods and natural amenities; and

WHEREAS, the Board further desires to reconcile any outdated references to county departments, staff titles or regulatory references by providing the necessary updates contained in this Ordinance;

WHEREAS, the Board finds that the Land Development Code amendments in this Ordinance will benefit the health, safety, and welfare of the general public and the residents of Seminole County, and will not result in more restrictive or burdensome regulations or processes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

Section 2. Short Title. This Ordinance shall be known and referred to as the 2026 Land Development Code Amendment.

Section 3. Intent and Purpose. The intent and purpose of this Ordinance is to amend the Seminole County Land Development Code to plan for the County's future development and growth by incorporating the latest state and federal directives, updating definitions and graphics, department names and staff titles, providing for housing needs, streamlining processes, and making required Seminole County Comprehensive Plan updates.

Section 4. Chapter 2 (Definitions) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 2 – DEFINITIONS

* * *

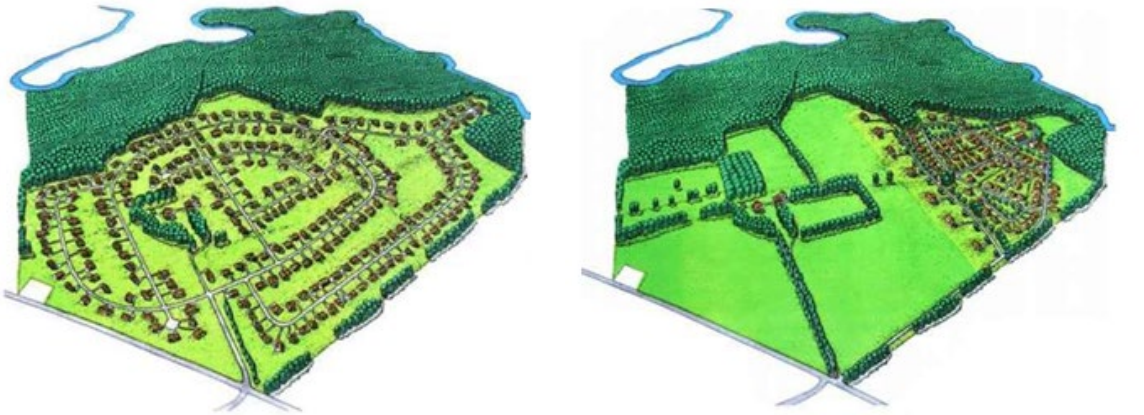
Sec. 2.3. Definitions. [For the purposes of this chapter, certain terms shall have the meanings ascribed to them in this Section, unless the context clearly indicates otherwise.]

* * *

Architecturally compatible: The aesthetic similarity between structures, in terms of design elements such as, color, façade appearance, roofing material, or decorative features.

* * *

Cluster subdivision: A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes. The example below shows a traditional subdivision on the left, and a cluster subdivision on the right (Randall Arendt, *Conservation Design for Subdivisions*, 1996).



~~***Community residential homes.*** As defined in section 419.001(1)(a), Florida Statutes (2001), as this statute may be amended from time to time.~~

* * *

Dwelling unit, accessory: An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit (Florida Statutes Section 163.31771). ~~A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.~~

* * *

Florida Water Star: A certification program for homes and commercial buildings that use less water in landscapes, irrigation systems and indoors.

* * *

Live-work unit: ~~See Missing Middle Standards.~~ A dwelling unit which includes a nonresidential use that is operated by the occupant and is consistent with the definition in the Florida Building Code for the same.

Living Area: The total sum of square footage within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

* * *

Lot, double-frontage: A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets~~, or ingress-egress easement~~. ~~Lots having frontage on a natural~~

~~water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots.~~ A lot adjacent to an alley shall not be a double-frontage lot.

* * *

Multi-family: Residential development including apartment dwellings, ~~dormitories,~~ and rooming apartments.

* * *

Nominal roof overhang: The part of the roof or wall that extends beyond a lower wall. For purposes of applying to property setbacks, the distance of a roof overhang into a property setback shall not exceed ~~eighteen (18)~~ twenty-four (24) inches.

* * *

Signs: Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components, each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs:

(a) Awning Sign: a sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning.

(b) Blade Sign: a sign affixed to a building which projects in such a manner that both sides of the sign are visible.

(c) Wall Sign: A sign that is affixed to or directly supported by a building or structure, designed to identify or advertise the occupant, business, service, or activity conducted within.

(d) Canopy Sign: a sign that is part of, or attached to, a canopy.

(e)~~(a)~~ Construction sign: Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed.

(f)~~(b)~~ Directory sign: A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site.

(g)~~(c)~~ Freestanding sign: Any ~~mobile or portable~~ sign or sign structure ~~not~~ securely attached to the ground ~~or to any other structure~~. This definition shall not include trailer signs.

(h)~~(d)~~ Ground and/or pole sign: Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. Ground and/or pole signs are a type of freestanding sign.

(i)~~(e)~~ Inflatable advertisement: Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure.

(j)~~(f)~~ Motor vehicle sign: A sign or advertising display mounted or painted on a motor vehicle or truck trailer.

(k)~~(g)~~ Outdoor advertising sign: Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. This definition includes billboards.

~~***(h) Point-of-sale sign:*** Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold,~~

~~manufactured or stored on the premises. Such signs shall be located on the premises to be advertised.~~

(l)~~(i)~~ Real estate sign: Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed.

(m) Shopping Center Sign: A type of freestanding sign used to identify multiple businesses located within a single development.

(n)~~(j)~~ Snipe sign: Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way.

(o)~~(k)~~ Subdivision sign: Any sign which indicates the name of a subdivision, planned ~~unit~~ development or residential/agriculture project, and which is typically located onsite at an entrance to the project or development. ~~on the same property which is identified.~~

(p)~~(l)~~ Trailer sign: Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or ~~such~~ a sign ~~engineered as a freestanding sign,~~ transported to the site on a trailer, and used for advertising or promotional purposes.

(q) Wall Sign: a sign erected on the wall of a building, or a sign which is affixed to or painted on an exterior wall, subject to the maximum copy area requirements in Chapter 30 Part 13.

(r) Wayfinding Sign: A sign intended to provide directional information to help people more easily and safely locate their intended destination.

(s) Window Sign: a sign graphic, or design which is painted, mounted, or otherwise displayed within 3 feet of a window in a manner to present a message to or attract attention of the public on adjoining streets, subject to the maximum area requirements in Chapter 30 Part 13. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall not be considered window signs.

* * *

Section 5. Chapter 5 (Administration) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 5 – ADMINISTRATION

* * *

Sec. 5.19. Administrative adjustments.

(a) Applicability. Due to the individual characteristics of a given development, the strict application of all provisions of the Code may not be appropriate in all situations. Therefore, limited administrative adjustments may be permitted to allow a measure of flexibility while fulfilling the overall intent of the Code.

(b) Maximum Authorized Adjustments.

(1) Adjustments shall be limited to percentage amounts as shown in the table below:

Approval Type	Code Section(s)	Director	BCC**
Site Plan (including Special Exception Site Plans)	Chapter 30 Parts ~~14, 15, 18, 19, 32, 36, 38 42, 46 48, 60, 62, 63, 64, 70, 74~~ 3, 4, 6, 7, 10 and 11	~~10% 15%~~*	~~20%~~
~~Planned Development/~~RP	See approved site plan/DO~~/DCA~~	~~10%~~ 15%*	~~20%~~
Sign Permit	Sec. ~~30.1243(a)~~ 30.13.3	~~10%~~	~~20%~~
Arbor Permit	~~Sec. 60.22(f)~~ 60.9 (d)	~~10%~~ 15%*	
~~Accessory Dwelling Units~~	~~Sec. 30.1345(g)~~	~~10%***~~	

Director: Development Services Department Director or designee.

~~BCC: Board of County Commissioners.~~

DO: Development Order.

~~DCA: Developer's Commitment Agreement.~~

*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.

~~**Maximum adjustment without public hearing.~~

~~***In no case shall an accessory dwelling unit exceed 1,100 square feet.~~

(2) Developments receiving an administrative adjustment shall fully comply with all other applicable provisions of this Code.

(3) Any proposed adjustment greater than the amount permitted in Paragraph (b)(1) above shall be addressed through the variance and/or waiver provisions of this Code as may be applicable to the development.

(4) Multiple administrative adjustments may be considered for a single development proposal, but each adjustment must be evaluated independently and meet all criteria provided in Paragraph (d) below.

(5) Nonconforming or unpermitted use of neighboring lands, structures, or buildings in the same district shall not be considered grounds for an administrative adjustment.

(c) Review Procedure. The ~~Economic & Community~~ Development Services Director, or designee, shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc.

(d) Review Criteria. All administrative adjustments shall meet the following criteria:

(1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code.

(2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district, development order, developer's commitment agreement and/or activities inconsistent with the Comprehensive Plan.

(3) Special conditions or circumstances exist.

(4) The adjustment will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations.

(5) No standard or regulation established by the State of Florida shall be violated as a result of an administrative adjustment.

(6) No required separation of uses, such as the distance between a school and an alcoholic beverage establishment, shall be varied as a result of an administrative adjustment.

(e) Expiration and Lapse of Approval. Applicants shall have twelve (12) months from the date of approval of an administrative adjustment to secure the permit required to carry out the proposed improvements authorized by the administrative adjustment. If a necessary permit has not been obtained within twelve (12) months of the date of approval, the approval shall lapse and be of no further effect. An administrative adjustment shall also expire should the necessary permit expire.

Sec. 5.20. Engineering Manuals.

(a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical

requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

(b) The Utilities ~~Environmental Services~~ Department is authorized and directed to establish and maintain the Seminole County, Florida ~~Environmental Services~~ Utilities Engineering Manual, which contains the technical requirements for the matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Utilities ~~Environmental Services~~ Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

(c) The Fire ~~Public~~ Safety Department is authorized and directed to establish and maintain the Seminole County, Florida Fire Department ~~Public Safety~~ Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Fire Chief ~~Public Safety Director~~ or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

* * *

Section 6. Chapter 20 (Development Orders/Approvals and Denials of Application for Development Approvals) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 20 – DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS

* * *

Sec. 20.13. Enforcement

Violation of a development order, or any condition contained therein, will be enforced through the County's code enforcement process in Chapter 53, Seminole County Code.

* * *

Section 7. Chapter 30 (Zoning Regulations) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 30 – ZONING REGULATIONS

* * *

PART 2. ESTABLISHMENT OF DISTRICTS

* * *

Sec. 30.2.6. Application of zoning classification regulations.

* * *

30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met:

a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and

b. The subject parcel is in the urban area; and

c. ~~Fifty (50)~~ Ten (10) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and

d. All existing structures on the subject property meet the setback requirements for the subject zoning classification; and

e. The subject property is not limited in its development potential due to wetlands and floodplains; and

f. The subject property has adequate access to a public right of way and roadway that meets the County standard per Seminole County Public Works Manual Section 1.11.1; and

g. The subject property has adequate drainage per Seminole County Public Works Manual Chapter 2.

h. Utility services are available, or the property is eligible for permits to install potable water wells and onsite sewage treatment and disposal systems, per the following conditions:

1. Utility services are available from Seminole County in accordance with Section 270.1 of the Seminole County Code of Ordinances or Section 381.0065(2)(a), Florida Statutes, as applicable, or

2. Utility services are available from a city or other entity regulated by the Public Services Commission, or

3. If the un-combined lots are unable to connect to any of the previously mentioned regulated potable water distribution systems, the property must be eligible for a permit for potable water wells with the St. Johns River Water Management District (SJRWMD) in

accordance with applicable SJRWMD provisions and eligible for onsite sewage treatment and disposal systems (OSTDS) with the local Florida Department of Health location in accordance with Section 381.0065(4), Florida Statutes, as applicable.

If the Planning Manager determines the subject property meets the criteria of Section 30.2.6.6(a)—(h), the property can be un-combined to the original platted configuration and no variance would be required for minimum lot width and/or minimum lot size.

* * *

PART 3. ADMINISTRATION

Sec. 30.3.1. Planning and Zoning Commission

30.3.1.1 The Board of County Commissioners of Seminole County shall appoint a commission of seven (7) qualified electors of Seminole County to be known as the Planning and Zoning Commission. Said members shall be appointed for four (4) year terms and not more than a minority of the terms of such members shall expire in any one (1) year.

30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the ~~current planning office;~~ Planning and Development Division; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.

30.3.1.3 The Planning and Zoning Commission, regardless of the source of the proposal for change, shall hold a public hearing or hearings thereon, with due public notice, to consider the

proposed change and submit in writing its recommendations on the proposed change to the Board of County Commissioners for official action.

30.3.1.4 The Planning and Zoning Commission shall also constitute the County's land planning agency in accordance with Chapter 7 and have the duties and responsibilities set forth therein.

30.3.1.5 Special exceptions.

(a) The Planning and Zoning Commission shall hold a public hearing ~~or hearing~~ to consider a proposed special exception, and submit in writing its recommendations~~-~~ to approve, approve with conditions, or deny the special exception request ~~on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards~~ to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested:

(1) Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area; and

(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and

(3) Is consistent with the County's comprehensive plan; and

(4) Will not adversely affect the public interest; and

(5) Meets any special exception criteria described in Additional Use Standards; and

(6) Meets the following additional requirements if located in the applicable zone:

a. If located in A-10, A-5, A-3, or A-1:

~~i.~~ 1. Is consistent with the general zoning plan of the rural zoning classifications; and

~~ii.~~ 2. Is not highly intensive in nature; and

~~iii.~~ 3. Is compatible with the concept of low-density rural land use; and

~~iv.~~ 4. Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services.

b. If located in OP:

~~i.~~ 1. Is consistent with the general zoning category and plan of the OP Office District.

~~ii.~~ 2. Is compatible with the concept of low intensity of land usage and site coverage.

~~iii.~~ 3. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services.

~~iv.~~ 4. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading.

c. If located in RP:

~~i.~~ 1. Is not detrimental to the character of the area or neighborhood or inconsistent with the trends of development in the area; and

~~ii.~~ 2. Is not incompatible with the concept of low intensity of land usage and site coverage; and

~~iii.~~ 3. Does not have an unduly adverse effect on existing traffic patterns, movements, and intensity.

(b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners ~~may prescribe~~ require appropriate conditions and safeguards. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may ~~prescribe~~ require, a reasonable time limit within which the action for which the special exception is required shall be begun or completed, or both.

(c) Application for special exception. An applicant for a special exception shall file with the Planning & Development Division a written application accompanied by payment of the appropriate fees, and a conceptual plan. The conceptual plan should include a simple development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping.

30.3.1.6 Conventional Rezonings.

(a) The Planning and Zoning Commission shall hold a public hearing to consider a request for conventional rezoning pursuant to the criteria below, and submit its recommendation of approval or denial, in writing, to the Board of County Commissioners for official action. After review of the application request and public hearing, the Board of County Commissioners may approve the request for rezoning provided that the Board determines the request:

(1) Complies and is consistent with the County's comprehensive plan;

(2) Meets this Code and other applicable County regulations;

(3) Is compatible with existing and planned uses in the surrounding area;

(4) Will provide access sufficient to support the proposed development intensity and the provision of public services;

(5) The expected impacts on transportation facilities will be addressed by existing County regulations;

(6) Will not adversely affect environmentally critical or sensitive areas and natural resources; and

(7) Has access to and will be served by an adequate level of public services such as sewer, water, police, fire, schools and related services: and.

(8) Provides a benefit to the community by meeting Goals and Policies in the Comprehensive Plan.

(b) Application for conventional rezoning request. An applicant for a rezoning shall file, with the Planning & Development Division, a written application addressing the above criteria, accompanied by payment of the appropriate fees, and a survey of the property completed within two years of the date of submission of the application.

(c) Community Meeting. An applicant for a rezoning shall hold a Community Meeting prior to the public hearing in accordance with Section 30.3.5 of the Land Development Code.

* * *

Sec. 30.3.3. Board of Adjustments

* * *

30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be ~~taken~~ brought by any person aggrieved ~~or by any officer, Board, or bureau of the County affected~~ by any decision of the Planning Manager under this Code. Such appeal shall be ~~taken~~ submitted within thirty (30) days ~~after such~~ of the Planning Manager's decision ~~is made~~ by filing ~~with the Planning Manager~~ a written notice of appeal with the Planning Manager specifying the grounds and reasons for appeal. ~~thereof.~~ The appeal shall also ~~be in such form which provides a notice of the~~ include a copy of the decision being appealed and a discussion of the alleged error in the decision. The Planning Manager shall~~, upon notification of the filing of the appeal, forthwith,~~ transmit to the Board of Adjustment the notice of appeal and all documents, plans, papers, or other materials constituting the record of the Planning Manager's decision, and have the appeal set for hearing before the Board of Adjustment. ~~upon which the action appealed from was taken.~~

30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for ~~the~~ hearing ~~of~~ the appeal, give public notice thereof, as well as ~~due~~ notice to the parties in interest, and decide ~~same~~ the appeal within a reasonable time. ~~Upon~~ During the hearing, any party may appear in person or by agent or by attorney. For procedural purposes, ~~an application for a special exception and~~ an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.

30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may, within fifteen (15) days after ~~the filing of any decision in the office of the Planning Division~~ rendition of the Board of Adjustment's decision, but not thereafter, ~~apply~~ submit a written notice of appeal to the Board of County Commissioners for relief. The notice of appeal must be submitted to the Planning and Development Division and include a copy of the Board of Adjustment Decision, state the grounds and reasons for appeal, and ~~a discussion of~~ address the alleged error in the decision being appealed. The Planning and Development Division will set the time and date of the hearing before the Board of County Commissioners and provide notice to the parties in interest. The appeal before the Board of County Commissioners shall be de novo. ~~The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.~~ At the hearing, the Board of County Commissioners shall affirm, reverse, or modify the Board of Adjustment's decision. Decisions shall be rendered by filing a copy of the order of the Board of County Commissioners with the Clerk to the Board and any applicable development orders or permits may be issued consistent with the Board's decision. Upon the rendering of a decision, any party may appeal to a court of competent jurisdiction.

30.3.3.6 Stay. An appeal to the Board of County Commissioners shall stay all further proceedings in ~~furtherance of~~ the action appealed from, unless the Board of County Commissioners determines, after considering evidence and testimony presented by County staff and the appellant, that the stay would cause imminent peril to lives or property. ~~the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be~~

~~stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.~~

* * *

Sec. 30.3.10. ~~Nonconforming uses.~~ Nonconformities.

30.3.10.1 In General.

(a) A nonconforming building may be maintained and repairs and alterations may be made, except that, in a building which is nonconforming as to use regulations, no structural alterations shall be made except those required by law. Repairs such as plumbing or the changing of partitions or other interior alterations are permitted.

(b) Buildings or structures or uses of land which are nonconforming shall not be extended or enlarged.

(c) When a nonconforming use of land has been discontinued for 180 days or longer, its future use shall revert to the uses permitted in the district in which said land is located.

(d) A ~~nonconforming~~ building or structure operating a nonconforming use, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood,

tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.

30.3.10.2 Nonconforming mobile homes and lot sizes in Agricultural Zones.

(a) The following shall be exempt from the minimum lot requirements of this article:

(1) Any mobile home or recreational vehicle park within the A-10, A-5 or A-3 Rural District which had received zoning approval prior to September 11, 1991 for the rental of mobile home spaces shall be allowed to continue; provided, however, that such mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan for development.

(2) Construction on existing, legally created, lots or parcels of record platted or recorded prior to September 11, 1991, which were legally buildable as of that date.

(b) Any mobile home park within the A-1 Agriculture District which has been legally established as a special exception under ~~heretofore~~ existing A-1 Zoning Classification for the rental of mobile home spaces shall be allowed to continue; however, said mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan of development.

30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1.

(a) All mobile ~~or manufactured~~ homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming ~~use~~ structure in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy.

(b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code.

(c) Existing mobile or manufactured homes may be replaced with a manufactured home ~~of not greater than two (2) times the original floor area~~ without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception.

(d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4.

30.3.10.4 Non-conforming lots and parcels. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat.

When a residential unit on a nonconforming parcel that is zoned for residential or agriculture, is destroyed by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure, the principal unit may be reconstructed. The reconstructed unit must conform to the setbacks required by the underlying zoning district or receive a variance.

* * *

Sec. 30.3.13. Nonconformance due to government taking or voluntary dedication.

In any zoning district, should a governmental agency obtain a portion of a conforming lot for a public purpose, either through eminent domain proceedings or voluntary conveyance, and a nonconforming lot results, the Development Services Director shall have the authority to waive,

in whole or in part, any requirements outlined herein for said lot with respect to minimum lot width, minimum lot area and minimum building setbacks, parking requirements, landscape and buffering, provided all other requirements of this Code are met.

PART 4. ZONING DISTRICT STANDARDS

* * *

Sec. 30.4.8. R-3 and R-3A Multiple-Family Dwelling Districts.

30.4.8.1 Zone Description: These Districts are composed of certain medium- to high-density residential areas, plus open areas, where it is likely and desirable to extend such type of development. Due to the higher-than-average concentration of persons and vehicles, these districts are situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets.

30.4.8.2 Density regulations.

(a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed:

(1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or

(2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District.

30.4.8.3 R-3, R3-A - General Provisions and Exceptions.

~~(a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs~~

~~not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval.~~

~~(b)~~(a) Accessory uses ~~may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.~~ shall be permitted in accordance with the Additional Use Standards of Part 6.

~~(c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager.~~

~~(d)~~(b) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space.

~~(e)~~(c) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex.

~~(f)~~(d) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, any accessory uses located on-site, and landscaping.

~~(g)~~(e) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits.

~~(h)~~(f) If covered storage for vehicles is provided, garage doors may not face a public right-of-way

Sec. 30.4.9. R-4 Multiple-Family Dwelling District.

30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story apartments and certain uses which are quasi-residential in character.

30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule:

Building Heights	Maximum Lot Coverage
20 feet or less	30%
20.1 feet to 30 feet	28%
30.1 feet to 40 feet	26%
40.1 feet to 50 feet	24%
50.1 feet to 60 feet	22%

30.4.9.3 General provisions and exceptions.

(a) ~~Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval~~ Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

(b) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit.

(c) If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way

* * *

Sec. 30.4.1. OP Office District.

30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The District is most generally located on arterial or collector roadways.

Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

* * *

PART 5. PERMITTED USES BY ZONING DISTRICTS

Sec. 30.5.1. General requirements.

30.5.1.1 Table 5.2 specifies uses that are permitted, permitted on a limited basis, permitted by special exception, or prohibited in each zoning district. Numbers in parentheses refer to footnotes following the tables.

Uses may be subject to additional standards or restrictions based on the applicable zoning district or as described in:

(a) Part 6. Additional Use Standards

(b) Part 9. Supplemental Regulations

30.5.1.2 Interpretation of Permitted Uses Table.

(a) Where permitted, uses are subject to all the provisions, conditions, and standards of this Code.

(b) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a permitted use within a zoning district, the Planning Manager may interpret the use as permitted. The Planning Manager may refer to the North American Industry Classification System (NAICS) for a use interpretation. The unlisted use is subject to any additional standards applicable to the similar permitted use.

(c) Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to a permitted use, the use may only be permitted if submitted to the Planning and Zoning Commission for recommendation and approved by the Board of County Commissioners.

(d) Where any cell is blank, the use is prohibited.

(e) Where a use or structure is described as accessory, this means the nature of the use is customarily incidental and subordinate to a primary use on the same lot or parcel. The accessory use may only be operated in conjunction with the primary use. The primary use or structure must be established first.

(f) P - Permitted Uses: Indicates the specific use is permitted in the specific zoning district.

(g) L - Limited Uses: Certain uses may be allowed when meeting specified conditions, and after review by the Planning Manager, subject to the terms and conditions contained herein. The Planning Manager may impose additional conditions and limitations in furtherance of the public health, safety, and welfare.

(h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section ~~30.3.3.1.5~~ 30.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board

727 **Sec. 30.5.2. Permitted use table and footnotes.**

Table 5.2 — Land Use Table

Use	A-10, A-5;	A-1	RC-1	R-1AAAA	R-1A	R-1	R-1B	R-1BB	R-2	R-3A	R-3	R-4	R-AH	MM	RM-1	RM-2	RM-3	PLI	RP	OP	CN	CS	C-1	C-2	C-3	MUCD	M-1A	M-1	M-2
Residential and Lodging Uses																													
Assisted living facility (1-6 unrelated persons)	P	P ~~S~~	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	~~S~~	~~S~~	~~S~~	P	~~S~~	P ~~S~~ [4]	P ~~S~~ [4]			P	~~S~~			~~P~~ [13]	~~P~~ [13]		~~S~~			
Assisted living facility (7-14 unrelated persons)	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	P[4]	P[4]	P[4]	S[4]	S[4]						S[4]			P [13]	P [13]		P[4]			
Bed and breakfast	S	S																						P	P	P			
Boarding house / Dormitories										S	S	S														S			
Campground / RV Park																	P												
Community residential home/ certified recovery residences (1—6 unrelated persons)	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P		~~L~~ P		~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P									P			
Community residential home/ certified recovery residences (7—14 unrelated persons)	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	~~L~~ P[4]	~~L~~ P[4]	~~L~~ P[4]	~~L~~ S[4]	~~L~~ S[4]						P						~~L~~ P[4]			
Dwelling, multiple-family										P	P	P	L	L									P[13]	P[13]		P			
Dwelling, two-family or duplex									P	P	P		P	L															
Dwelling, single-family	P	P	P	P	P	P	P	P	P				P	L	P				P										
Dwelling unit, accessory	P	P	P	P	P	P	P	P																					
Guest cottage	P	P	P	S	S	S	S	S	S																				
Dwelling unit, accessory for employee																	L			S			S	S	S	P	P	S	
Farmworker housing	S	S																											
Hotels & motels (exc. Bed & breakfast)																P								P	P		P	P
~~Home Occupation~~	~~P~~	~~P~~	~~P~~			~~P~~	~~P~~	~~P~~	~~P~~																				
~~Home Office~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~				~~P~~																
Live-Work Unit														L												P			
Mobile homes or manufactured homes	P	L													P	P	P												
Transient parking of recreational vehicles, campers, etc.	L	L															P												
Public and Civic Uses																													
Airport, public																		S											
Cemetery or mausoleum	S	S																S											
Child-care facilities																													
Family Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									P			
Day Care Center		S				S	S	S	S				S	S	S					P			P	P	P	P		P	P
Civic Assembly																													
Neighborhood	S	L	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		L	P	S	S	P	P	P	P	L	P	P
Community	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	P	S	S	L	L	P	P	L	L	L
Regional																							S	S	L				
Fire Stations																		P		P	P	P	P	P	P				
Libraries																		P			P	P	P	P	P				
Medical facilities																													
Hospital		S										S						S		S[17]			S	S	S	S			P
Clinic, Medical or Dental																			S	P	P	P	P	P	P	P	P		P
Retail Pharmacy																							P	P	P	P	L[27]	P	P
Pain management clinic																									P			P	P
Residential facility, nursing home or rehabilitation center												S								S[17]			S	S	S	S			P
Recreational Facilities, Private		P[7]		S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]			S[10]	S[10]	S[10]		S[10]					P	P	P	S	S	
Recreational Facilities, Public																		P											

Community Buildings, accessory			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								P			
Schools																												
Free-standing Kindergarten and/or VPK program		S				S	S	S	S				S	S	S					P			P	P	P	P		
Elementary school, Public or private	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P		P	P	P	P	P	S	P	S		
Middle school, Public or private		S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	P		P	P	P	P	P	S	P	S		
High school, Public or private		S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	P		P	P	P	P	P	S	S	S		
Vocational, business and professional (non-industrial)																				S[16]					P	S	P	P	P
Industrial Trade Schools																									P				P
College or university		S																P								S			
Commercial Uses																													
Automobile sales & service																													
Car wash																								P	P			P	P
Automobile, mobile home, and RV sales (excludes repair)																								P	P			P	P
Automobile service & repair																									P			P	P
Mechanical garages, bus, cab and truck repair, and storage																								S	P[22]			P	P
Paint & body shop																								S	P			P	P
Bank																				S[17]			P	P	P	P			
Convenience store																	L[24]					P	P	P	P	P			
Self-service gasoline pumps as an accessory use																						S	S	S	S				P
Dry cleaning (pick-up and drop-off only)																							P[14]	P[14]	P	P			
Food and Beverage																													
Alcoholic beverage establishment																							S	S		S			
Delicatessen / Café																					P	P	P	P	P	P	P	P	P
Ice cream / Coffee / Tea shop																					P	P	P	P	P	P	P		
Restaurant, drive-through																							P	P	P				
Restaurant, standard																							P	P	P	P	P	P	P
Funeral home																				S[17]			P[29]	P[29]	P[29]	P[29]	P[29]	P[29]	P[29]
Indoor recreation																							P	P	P	P			
Museum																							P	P	P	P			
Studios, Physical Fitness (includes dance, martial arts)																					P	P	P	P	P	P	P	P	P
Indoor assembly and entertainment																													
Theaters and Cinemas																							P	P	P	P		P	P
Commercial Kennels	S	S																						P	P			P	P
Laundry, self-service																						P	P	P	P	P			
Office uses												P						P	S	P	P	P	P	P	P	P	P	P	P
Outdoor advertising signs (Billboards)																								L	L				
Outdoor entertainment and assembly																													
Theater, drive-in																								S					
Stadiums, racetracks, and speedways		S[8]																											
Outdoor recreation and amusement uses, intensive		P[7]															L[25]							P	P	P			
Outdoor recreation uses, extensive	S[5]	S[5]															L[25]												
Outdoor storage of merchandise and/or materials																								P[22]	P[22]		P[22]	P[22]	P[22]
Personal Services																					P	P	P	P	P	P			
Retail Sales/Services																													
Light Retail																					P	P	P	P	P	P	L[27]		
General Retail																							P	P	P	P	L[27]	P	P
Grocery store																						P	P	P	P	P			

Agricultural Supplies																								P			P	P
Building and plumbing supplies																							P	P				
Flea market																								S				
Furniture warehouse with retail sales																							P	P			P	P
Marine sales and service																							P	P			P	P
Printing and book binding shops																							P	P	P	P	P	P
Retail, rural																												
Produce stand	P[3]	P[3]																										
Temporary sale of agricultural products																				S[12]	S[12]	S[12]	S[12]	S[12]				
Sexually oriented businesses																												P
Studios, Radio/television (excluding towers)																						P	P	P	P	P	P	P
Studios, Artist (includes music, photographic)																				P	P	P	P	P	P	P		
Veterinary Clinic[1]		S																				P	P	P	P		P	P
Industrial Uses																												
Automobile wrecking lots																											S	S
Bottling and distribution plants																								P		P	P	P
Cabinetry and woodworking shops																										P	P	P
Data processing services																										P	P	P
Incineration of organic materials		S																										P
Junk and Recycling Yards																											S	S
Laundry and dry cleaning plants																								P		P[18]	P[18]	P
Lithography and publishing plants																								P			P	P
Machine shops																										P[26]	P[26]	P[26]
Machinery sales and storage																								P			P	P
Manufacturing, Light																										P	P	P
Manufacturing, Heavy																											S	S
Soap																											S	S
Feed Mill																											S	S
Fertilizer																											S	S
Concrete block plants and redi-mix concrete plants																											S	S
Animal Processing																											S	S
Water-based and/or epoxy-based coatings, adhesives, sealants and paints																											P	P
Sawmill		S																										
Storage																												
Contractors' equipment storage yards																								P[22]			P	P
Self-Storage Facility																								P			P	P
Testing of materials, equipment and products																										P	P	P
Trade shops (including upholstery, metal)																								P			P	P
Warehouse and Distribution																								P[22]		P[22]	P[22]	P
Cold storage and frozen foodlockers																								P		P	P	P
Lumber Storage and Distribution																							S	P			P	P
Wholesale storage of flammable liquids or gases																											S[23]	S[23]
Wholesale meat and produce distribution																								P			P	P
Infrastructure and Transportation																												
Airplane landing field or heliport		S																								S	S	S
Communications tower, camouflage design	S	S	S	S	S	S	S	S	S	S	S	S			S		S	P	S	S	S	S	P	P	P		P	S	P
Communications tower, general	S	S	S	S	S	S	S	S	S	S	S	S			S		S	P	S	S	S	S	S	S	L[15]		L[15]	L[15]	L[15]
Conservation and flood control installations, public																		P											
Landfill, Sanitary		S																S									S	S
Parking garages or lots, primary use																		P		P				P	P	P[28]		P	P

Sewage treatment and related facilities, public		S															P[11]	P											
Sewage and/or water treatment plant, subdivision				S	S	S	S	S	S						S					S									
Solid waste transfer, storage and recovery station																		S										S	S
Solar Energy Systems (ES)																													
Roof-Mounted Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building-Integrated Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Solar, Accessory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Solar, Medium	P	P																P		S			S	S	S		P	P	P
Ground-Mounted Solar, Large	P	P																P									S	S	S
Temporary asphalt plants for public road construction		S																P											
Truck Terminal																											P	P	P
Utility and service structures, public	S	S	S	S	S	S	S	S	S								P	P		S			S	S	S	S	P[20]	P	P
Water treatment plant		S															P[11]	P											
Agricultural and Other Uses																													
Agriculture uses generally	P[2]	P[2]																											
Commercial Pig Farm		S																											
Poultry and livestock production (except pigs)	P[2]	P[2]																											
Fishing hatcheries or fish pools	P	P																											
Equestrian Facilities																													
Keeping of horses for use of occupant	P	P	S																										
Riding stables limited to 10 lessons and/or customers per day	P	S[9]																											
Riding stables exceeding 10 lessons and/or customers per day	S																												
Nurseries, Greenhouses, and Silviculture																													
Landscape contractor accessory to wholesale nursery or tree farm	P	S																											
Greenhouses — Wholesale Only	P[6]	P[6]																							P			P	P
Plant nursery — Wholesale Only	P[6]	P[6]																					P	P	P			P	P
Plant nursery — Retail																							P	P	P			P	P
Plant nursery — On-site produce Only	L	L																											
Tree Farm	P	P																											

P — Permitted
L — Limited Uses
S — Special Exceptions

Footnotes to Table 5.2:

1. No overnight boarding except for animals being treated on the premises
2. Agricultural operations and attendant structures; greenhouses (not involved with retail sales to the general public); including, but not limited to, poultry production, apiculture, dairy farms, plant nurseries, dairies, silviculture (including fish hatcheries and bait production); groves and farms for the cultivation and propagation of citrus, vegetables, fruits, berries, nuts, grass sod and trees; pastures and grasslands for cultivation and propagation of livestock. Barns, sheds, silos, granaries, and related agricultural structures.
3. Roadside stands for the sale of fruits, vegetables and similar products produced on the premises, provided such stand is placed no closer than twenty-five (25) feet to a property line.
4. Community residential homes having seven (7) to fourteen (14) unrelated residents, provided that the location does not create an over-concentration of such homes or substantially alter the nature and character of the area, all as defined in Florida Statutes as amended from time to time.
5. When making use of the land with nominal impacts to natural resources as determined by the Planning Manager.
6. Plant nurseries and greenhouses not involved with retail sales to the general public.
7. Neighborhood recreation areas, when approved as part of a subdivision plat.
8. Privately owned and operated recreational facilities open to the paying public, such as, athletic fields, stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility thereto.
9. Riding stables, provided that no structure housing animals is located nearer than one hundred (100) feet from a property line.
10. Private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager.

11. Where no other such facilities are available. Must be located within the park and not closer than two hundred (200) feet from any property line. All such facilities shall conform to State and County water and sewer plant regulations and shall be enclosed with a six (6) foot chain-link fence and shielded by screen planting.
12. Parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary.
13. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
14. Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
15. Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height. Communication towers when monopole in design if the tower is over one hundred forty (140) feet in height may be permitted by Special Exception.
16. Private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
17. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
18. Only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
19. Reserved.
20. Provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
21. Reserved.
22. Outside storage of parts, supplies or materials shall be permitted only in an enclosed or fenced area.
23. Wholesale storage of gasoline, liquefied petroleum, gas, oil, or other inflammable liquids or gases, provided they meet the regulations of N.F.P.A. and the Seminole County Building Code and, further, that all overhead storage tanks are diked.
24. A service store, with living quarters, if desired, to provide groceries, bottle gas, a snack bar, and supplies for occupants of the park.
25. Recreational facilities, such as, golf courses, swimming pools, tennis courts, marinas, etc. Petroleum products may be sold in marina areas only for marina use.
26. Using only electrically fired forges
27. Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.
28. Subject to landscaping and screening requirements of the MUCD district.
29. No cremation.

Sec. 30.5.3. Use consolidation.

(a) Detailed use categories have been consolidates as described in the Use Consolidation Table.

(b) See table below.

Use Consolidation Table
Civic Assembly, not for profit
Community centers
Meeting halls
Places of worship, houses of worship, religious institutions
Recreation centers
Indoor recreation
Bowling Alley
Museum
Historical and cultural exhibits
Dance and music studios
Indoor Private Assembly and Entertainment
Arenas
Theaters
Cinemas
Banquet halls
Office uses
Architects
Attorneys
Engineering
Finance offices (accounting, auditing, bookkeeping)
Insurance
Medical and dental

Office showroom
Real estate
Telephone business offices and exchanges
Retail sales and services, light
Book, stationery, and newsstands
Candy Stores
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores
Locksmiths
Luggage shops
Pharmacies
Sporting goods
Tobacco shops
Toy stores
Wearing apparel shoes
Personal Services
Barber and beauty shops
Shoe repair
Tailoring shops
Watch and clock repair
Retail sales / service uses (general)
Appliance stores
Bakeries
Pet stores
Employment agencies
Furniture stores
Hardware stores
Quick print shops
Light industrial uses (exc. Water treatment plant)
Bottling and distribution plants
Cold storage and frozen foodlockers
Data processing services
Laundry and dry cleaning
Machine shops
Assembling of metal, plastic or cardboard containers
Testing of materials, equipment and products
Cabinetry and woodworking shops
Manufacturing, Light
Garments
Photographic equipment and supplies
Bakery products
Boats
Ceramics, pottery (using electrically fired kilns)
Chemical products and processing
Dairy products
Electrical machinery and equipment
Furniture
Glass and glass products (using electrically fired kilns)
Pharmaceutical products

Shoes and leather goods (exp leather processing)
Brooms and brushes
Candy and confectionaries
Cosmetics and toiletries (exp soap)
Candles
Jewelry
Optical equipment
Perfume
Precision instruments and machinery
Plastic products (exp pyroxylin)
Silverware
Spices and spice packing
Stationary
Toys
Electronic equipment and assembling
Assembling of metal, plastic or cardboard containers
Outdoor recreation uses, extensive
Country Club
Golf Course
Golf Driving Range
Gun club
Fishing club or camp
Marina
Outdoor recreation uses, intensive
Swimming pools
Sports courts (e.g. Tennis, Basketball, Pickleball, Volleyball, Handball)
Sport fields (e.g. Baseball, Soccer, Softball)
Recreational Facilities, Public
Public campgrounds and RV parks
Public golf courses, playgrounds, sport fields, sport courts, and the like
Public pools, fitness centers, indoor recreation facilities, and the like
Public parks, parkways, and preserves, and related facilities
Public zoos, arboretums, museums, historic and cultural exhibits, and the like

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PART 6. ADDITIONAL USE STANDARDS

Sec. 30.6.1. Accessory building and uses.

30.6.1.1 Accessory uses in office and multiple-family residential uses.

(a) Accessory uses, when permitted, are intended to complement any permitted uses.

(b) Accessory uses may ~~shall~~ include:~~, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary~~.

(1) OP Office District: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. Any uses like or similar uses must be approved by the Planning and Development Division Manager.

(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts: Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed, unless otherwise approved by the Planning and Development Division Manager. Any uses like or similar uses must be approved by the Planning and Development Division Manager.

(c) Location. In office developments, a~~A~~ccessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings. In multiple-family developments, accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.

(d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building.

(e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use.

~~(e) Accessory uses as described above are permitted in the following zones:~~

~~(1) OP Office District~~

~~(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts~~

(f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.

30.6.1.2. Accessory buildings and uses in residential areas.

(a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building.

(b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory.

(c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.

(d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable

horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel.

(e) Accessory buildings shall not exceed the height limitations of the underlying zoning district. ~~principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable.~~ When the height of an accessory structure exceeds the height of the principal structure, the structures shall be architecturally compatible. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. ~~This provision does~~ These provisions do not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts, or properties zoned A-1 that exceed three (3) acres in total area and the accessory structure is architecturally compatible. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district.

(f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.

30.6.1.3 Accessory Dwelling Units.

(a) Accessory Dwelling Units Generally.

(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons.

(2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days notwithstanding section 509.032(7)(b), Florida Statutes.

(3) An existing home may be utilized as an ADU upon construction of an additional unit as long as the converted structure meets the size criteria of this section. ~~at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.~~

(4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.

(5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity Planned Development (HIP) future land use designations.

(6) An accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,100 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel. Within the A-3, A-5, and A-10 zoning Districts, and properties zoned A-1 that exceed three (3) acres in total area, the accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,600 square feet, whichever is less. Regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet in all zoning districts that allow accessory dwelling units. ~~The Board of Adjustment shall not consider variances~~ Variances related to ADU size, or minimum area and width of any lot where an ADU is proposed are not permitted.

(7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area~~, or to the rear of the unit~~.

(8) Impact Fees.

a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed

restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes.

b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule.

(b) Accessory Dwelling Units in A-3, A-5, and A-10.

(1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements:

a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot;

b. ~~Except as provided in Section 5.19(b), t~~Total floor area of the accessory dwelling unit shall not exceed ~~thirty five (35)~~ fifty (50) percent of the ~~gross floor~~ living area of the main residence; ~~or one thousand (1,000)~~ 1,600 square feet square feet, whichever is less; regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet.

~~i.~~ 1. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home.

~~ii.~~ 2. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility.

c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line.

(c) Accessory Dwelling Units in Other Districts.

(1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width.

(2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable:

a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU.

b. Building elevations shall be provided for review prior to issuance of permits.

~~(3)~~(d) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits:

Zoning Districts	Maximum Impervious Coverage*
RC-1, A-1	30%

R-1BB	65%
R-1B	60%
R-1	50%
R-1A	40%
R-1AA	40%
R-1AAA	40%
R-1AAAA	30%
PD	**
*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments). **The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development	

* * *

Sec. 30.6.6. Alcoholic beverage establishments.

30.6.6.1 Approvals on state alcoholic beverage licenses.

(a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the ~~planning office~~ Planning and Development Division, which form shall, at a minimum, describe the uses which will occur on the property.

(b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property.

30.6.6.2 Performance standards.

(a) Definitions. For the purpose of this Section, the following definitions shall apply:

(1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an establishment is a bona fide restaurant shall be made by the Planning Manager.

(2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental.

(b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within ~~one thousand (1,000)~~ five hundred (500) feet of a ~~church or~~ school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use.

(c) Landscaping and buffering shall be consistent with ~~requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under~~ Section 30.14.5. ~~30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.~~

(d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain a five hundred (500) foot separation from the nearest entrance of any public, private or parochial school. The five (500) foot separation shall be measured from the entrance of the alcoholic beverage establishment to the nearest entrance of the school. The entrance is considered to be any point of access to the building intended for use by the public, customers, students or visitors. ~~the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments:~~

~~(1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship.~~

~~(2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school.~~

~~(3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions:~~

~~a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation.~~

~~b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.~~

~~(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.~~

Sec. 30.6.7. Communication antennas/towers.

30.6.7.1 Legislative purpose and intent.

(a) The County has, on numerous occasions and with increasing frequency, received requests to approve sites for communication towers. Land development regulations have not adequately identified specific procedures to address recurring issues relating to the approval of locations for communication towers. The inadequacy of such regulation, in light of the growing influx of requests, may have resulted in the placement of towers in less than optimal locations with less than optimal conditions placed upon such uses. The Board of County Commissioners finds and determines that the placement of communication towers in less than optimal locations or with inadequate consideration being given to sound land use planning and principles may cause a detriment to the citizens of the County and surrounding communities. Therefore, it is the intent of Sections 30.6.7.1 through 30.6.7.9 to address the recurrent issues pertaining to the approval of communication towers upon parcels located in the County.

(b) Among the chief purposes of Sections 30.6.7.1 through 30.6.7.9 are the following goals, objectives, and policies:

(1) To accommodate the growing need for communication towers;

(2) To encourage and direct the location of communication towers in the County to the most appropriate locations considering sound planning and land use practices, to

ensure compatibility between communication towers and abutting land uses, to provide for adequate setback requirements between communication towers and abutting and proximate land uses, to provide for adequate separation requirements between communication towers, to provide for the needs of the communication industry, to provide for the needs of the public, to provide for the protection of private property rights, to provide for developments in technology, impacts, and to provide for the requirements of federal, state and local law;

(3) To protect residential areas and land uses from the potential adverse impacts of communication towers when placed at inappropriate locations or permitted without adequate controls and regulation consistent with the provisions of law;

(4) To minimize the adverse visual impacts resulting from communication towers through sound and practical design, siting, landscape screening, and innovative camouflaging techniques all in accordance with generally acceptable engineering and planning principles and the public health, safety, and welfare;

(5) To avoid potential damage to adjacent properties through sound engineering and planning and the prudent and careful approval of communication tower sites and structures;

(6) To promote and encourage shared use of existing and new communication tower sites and towers as a primary option rather than construction of additional single-use towers;

(7) To evaluate current trends and projected areas of advancement relative to communication towers, the telecommunications industry, and related matters on an ongoing basis;

(8) To provide the County with the information pertaining to enhanced and new uses of communication towers and the systems to which they relate.

(c) The Board of County Commissioners hereby finds and determines that the provisions of this Code are consistent with the provisions of the Seminole County Comprehensive

Plan, the Strategic Regional Policy Plan, the State Comprehensive Plan, as well as the provisions of state and federal law.

(d) The Board of County Commissioners recognizes the fact that technological developments in the area of telecommunications occur at a pace that is difficult to keep pace with and that it is essential to the public interest for local governments to continually develop land development regulations that protect the public health, safety, and welfare of the citizens of the County. As technologies such as cable microcell integrator transceiver technology and other similar technologies develop, it is the intent of the County to encourage the use of such technology to the extent practicable and lawful, with full consideration being given to the protection of the property rights of the public in public right-of-way.

(e) Nothing in Sections 30.6.7.1 through 30.6.7.9 shall be construed to grant any person or entity a permit, license, entitlement, or right of any type whatsoever to use the right-of-way, property, or property rights of the County.

30.6.7.2 Applicability/administration.

(a) All new communication towers in unincorporated Seminole County shall be subject to the land development regulations set forth in this Part, all other applicable land development regulations set forth in this Code, and all federal and state laws relating thereto.

(b) For purposes of measurement, communication tower setbacks, and separation distances, as outlined in Section 30.6.7.3, shall be calculated and applied to facilities located anywhere in Seminole County, irrespective of municipal and County jurisdictional boundaries.

(c) All new communication antennas which are not attached to communication towers shall comply with Section 30.6.7.6.

(d) All communication towers existing prior to the effective date of Sections 30.6.7.1 through 30.6.7.9 shall be permitted to continue to be used as they presently exist. Routine maintenance (including replacement with a new tower, or tower of less impact, of like construction; provided, however, that any such tower shall be the same or less height of the tower as it existed on the effective date of this Part) shall be permitted on such existing communication towers; provided, however, that replacement of the communication tower shall require the entire site be brought into compliance with Section 30.6.7.4. New construction, other than routine maintenance of an existing communication tower, shall comply with any adopted land development regulations, applicable building codes and related codes.

(e) A communication tower that has received County approval in the form of either a special exception or building permit, but has not yet been constructed, shall be considered an existing tower if such approval is valid, current, and not expired.

(f) AM array consisting of one (1) or more tower units and supporting a ground system that functions as one (1) AM broadcasting antenna shall be considered one (1) communication tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of a communication tower included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

(g) The determination as to whether placement of a communication tower on property assigned the PD zoning classification shall be based on the identified zoning or use for that tract within the development.

(h) Determinations of compliance with the provisions of Sections 30.6.7.1 through 30.6.7.9 or with regard to any matter relating to communication towers shall be made by the Planning Manager subject to the appeal processes and procedures as set forth at Sections 30.3.2 and 30.3.3.

(i) To ensure that the least intrusive methods for communication service are implemented, the Planning Manager may require detailed written reports from applicants explaining and detailing, among other things, the reasons that collocation, camouflaging, alternative site, or a less intrusive tower or antenna was not proposed.

30.6.7.3 Performance standards.

(a) Setbacks.

(1) Communication tower setbacks shall be measured from the outer extremity of the base of the communication tower to the property line of the parcel on which it is located.

(2) Communication towers shall be located on parcels that comply with the minimum setback and lot size requirements of the zoning classification assigned to the property on which they are located.

(3) For towers located on properties assigned to the PD zoning classification, the setback requirements for the parcel outlined in the PD approval shall apply.

(4) In cases where there are non-conforming residential uses on the property that is not assigned a residential zoning classification, a reduction of fifty (50) percent of the side or rear yard setback distance opposite the non-conforming residential use shall be permitted by the Planning Manager unless the side or rear yard proposed for reduction is assigned a residential land use designation or zoning classification.

(b) Minimum Separation From Off-Site Uses/Designated Areas.

(1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below.

(2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided.

(3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance.

(4) Separation distances may be decreased ~~or increased~~ by the Board of ~~Adjustment~~ County Commissioners. The requirements to obtain a separation decrease are set forth in Table 1 below. ~~in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented demonstrating unique planning considerations and compatibility impacts.~~

TABLE 1
MINIMUM SEPARATION FROM OTHER USES

Off-site Use	Separation Distance
Property assigned a single-family (includes modular homes and mobile homes used for living purposes), duplex, or multi-family residential zoning classification or future land use designation or with an existing residential use.	Two hundred (200) feet or three hundred (300) percent height of tower, whichever is greater~~,~~. The separation distance can be reduced if ~~except when~~ the Board of County Commissioners determines, based on competent substantial evidence, ~~a variance is granted based upon findings~~ that the aesthetic impacts of the tower are ~~enhanced~~ mitigated, that compatibility with abutting property owners ~~are~~ is maintained, and the approval of the tower in the proposed location is ~~would be~~ consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~
Property assigned a non-residential zoning classification or future land use designation or property with an existing non-residential use	None. Only district setbacks apply

(c) Separation Distances Between Communication Towers.

(1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing.

(2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower.

(3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below:

TABLE 2
SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS

Description	Existing Towers				
	Lattice	Guyed	Monopole 75 ft. in Height or Greater	Monopole Less than 75 ft. in Height	Camouflage
Lattice	5,000	5,000	1,500	750	0
Guyed	5,000	5,000	1,500	750	0
Monopole 75 ft. in Height or Greater	1,500	1,500	1,500	750	0
Monopole Less than 75 ft. in Height	750	750	750	750	0
Camouflage	0	0	0	0	0

(4) Minimum separation distances between communication towers, as set forth in Table 2, may be decreased ~~A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted~~ when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings ~~being made~~ that the aesthetic impacts of the tower are ~~enhanced,~~ mitigated, that compatibility with abutting property owners is maintained, and the

approval of the proposed tower ~~would be~~ is consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~

(d) Measurement of Height. Measurement of communication tower height shall include antenna, base pad, and any and all other appurtenances and shall be measured from the finished grade of the parcel on which the communication tower is located.

30.6.7.4 Design criteria.

(a) Illumination. Communication towers shall not be artificially ~~lighted~~ lit except to ~~assure~~ ensure human safety or as required by the Federal Aviation Administration (FAA). At time of construction of a communication tower in cases where there is property assigned a residential future land use designation, a residential zoning classification or has a valid residential use located within a distance from the tower which is equal to or less than three hundred (300) percent of the height of the communication tower, dual mode lighting shall be requested by the applicant from the FAA.

(b) Finished Color. Communication towers not requiring FAA painting/marking shall have either a galvanized finish, shall be painted a non-contrasting gray finish, or shall be painted in a finish to enhance camouflaging as determined by the Planning Manager.

(c) Fencing. A chain link fence or a wall not less than eight (8) feet in height from finished grade shall be installed by the applicant around each communication tower. Barbed wire or another fencing method to prevent pedestrian access to the tower, as approved by the Planning Manager, shall be installed along the top of the fence or wall, but shall not be included when calculating the height of the fence or wall. Access to the tower through the fence or wall shall be

through a gate which shall be locked at all times that the person or entity in charge of the communication tower or site is not occupying the communication tower site.

(d) Landscaping.

(1) The visual impacts of each communication tower shall be mitigated through landscaping or other screening materials at the base of the communication tower and ancillary structures in order to maintain visual aesthetics for those who must view the site on a regular basis including, but not limited to, proximate residents and the traveling public.

(2) The following landscaping and buffering requirements shall apply to each communication tower around the perimeter of the tower and accessory structures; provided, however, that these standards may be determined by the Planning Manager, based upon the intent of this Section and sound and generally acceptable planning principles, to be unnecessary for those sides of the property on which a proposed tower will be located that are near to lands that are not likely to be developed or that are not likely to be adversely impacted by the communication tower or when the property on which the communication tower will be located is not in public view.

(3) Landscaping shall be installed on the outside of fences.

(4) The use of existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement to meeting landscaping requirements.

(5) A row of canopy trees a minimum of eight (8) feet tall, two and one-half (2½) inches in caliper, and a maximum of ten (10) feet apart shall be planted around the perimeter of the fence or at locations which enhance greater screening from other uses as determined by the Planning Manager.

(6) A continuous hedge at least twenty-four (24) inches high at planting of sufficient health and quality able to attain a height of at least thirty-six (36) inches within twelve (12) months shall be planted in front of the tree line.

(7) All landscaping shall be of the evergreen variety, being a minimum quality of Florida #1.

(8) All landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

(e) Structural Design.

(1) Communication towers shall be constructed in accordance with the most current edition of the EIA/TIA 222-E Standards, as published by the Electronic Industries Association, any and all Seminole County construction/building codes, all applicable land development regulations, and federal and state law.

(2) Any improvements and/or additions to a communication tower, such as, by way of example only, antenna or satellite dishes, must be submitted for approval to the County and shall require submission of plans sealed and verified by a professional engineer licensed in the State of Florida which provides substantial competent evidence of compliance with the then current EIA/TIA Standard. Said site plan shall be submitted to and subject to the approval of the Seminole County Building Official or his or her designee.

(f) No commercial signage or advertising shall be permitted on a communication tower unless otherwise required by law or the signage pertains only to the posting of the property relative to trespassing.

30.6.7.5 Abandonment.

(a) In the event the communication tower is found by the Planning Manager to be abandoned, the owner/operator of the communication tower or the owner of the property on which the communication tower is located shall have one hundred eighty (180) days from the date of the Planning Manager's finding of abandonment within which to:

(1) Reactivate the use of the communication tower or transfer the tower to another owner/operator who must make actual use of the tower as previously permitted within ninety (90) days of the transfer, or

(2) Dismantle and remove the communication tower.

(b) Determination of the date of abandonment shall be made by the Planning Manager, who shall have the power to request documentation and affidavits from the communication tower owner/operator regarding the issue of communication tower usage. The communication tower owner/operator shall provide all requested information within five (5) working days of a request being made.

(c) With regard to towers that received special exception and/or variance approval, one hundred eighty (180) days after dismantling or the expiration of the three hundred sixty (360) day period as set forth in this Section, the special exception and/or variance for the tower shall automatically expire.

(d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, ~~with the Planning Manager~~ in favor of the County in an amount, as estimated by the owner/operator's engineering consultant, ~~to found by the Planning Manager to be reasonably necessary~~ that includes all work necessary to remove the communication tower and return the site to the condition it existed prior to the placement of the communication tower on the site. ~~in the event of abandonment.~~ The County

Engineer shall review the bond estimate provided by the owner/operator to determine whether or not the amount of the bond is sufficient to cover the work required and either approve or require the owner/operator to revise the estimate. ~~Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners.~~ The contents of such bond shall include, or the bond shall be accompanied by, a contingent right of entry in favor of the County ~~which~~ that runs with the land ~~to authorize~~ authorizing entry upon the property in the event that it is necessary to remove the abandoned tower.

* * *

30.6.7.7 Collocation of communication tower antennas.

(a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy the requirements of this Section and no special exception is required. If collocation requires utilization of real property for construction of ancillary facilities, such as equipment rooms, and such use or uses are expressly prohibited by the existing special exception, then an amendment to the special exception will be required.

(b) Procedure for administrative granting of ~~special exceptions~~ collocation. ~~If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as~~

~~equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection.~~

(1) The Planning Division Manager, after consultation with the applicant, shall determine~~ in conjunction with the Development Services Director~~, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section.

(2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning Division Manager shall issue an approval to allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~ cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.~~

(3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location.

~~(4) If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~

~~(5)~~(4) The ~~Development Services Director~~ Planning Division Manager shall issue a development order or denial development order consistent with the determination made under this Section.

(c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower.

(d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations.

(e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site

which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance.

~~(f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.~~

30.6.7.8 Certification of compliance with FCC NIER Standards. Prior to receiving final inspection by the County the applicant shall provide certification to the FCC, with copy to the

current planning office, verifying that the communications facility complies with all current FCC regulations for NIER.

30.6.7.9 Nonconforming uses. Bona fide nonconforming communications towers or antennas that are damaged or destroyed may be rebuilt without being required to comply with applicable separation requirements. The type, height, and location of a replacement communication tower shall be of the same type and intensity or of a type and intensity of less impact as the communication tower that was damaged or destroyed. Building permits to rebuild a communication tower shall comply with all building codes and must be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained or if a permit that was issued expires, the communication tower shall be deemed abandoned in accordance with Section 30.6.7.5.

30.6.7.10 Camouflage towers; where permitted. The Planning Manager may permit camouflage communication towers on any parcels which is not assigned a residential zoning classification provided that the Planning Manager makes the findings set forth in the definition of the term "camouflage communication tower."

* * *

30.6.10. Community residential homes, ~~and~~ assisted living facilities~~.~~, and Certified Recovery Residences.

~~30.6.10.1 Statement of intent.~~

~~(a) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing~~

~~facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an impediment to the successful functioning of foster care and group home facilities.~~

~~(b) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities.~~

30.6.10.2~~2~~1 Community residential homes. ~~may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings:~~

~~That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~

"Community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such

supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

(a) Community residential homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table.

(b) Community residential homes with seven (7) to fourteen (14) unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in s. 419.001, Florida Statutes.

(c) Community residential homes with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings:

(1) The proposed community residential home is not located within a radius of 1,200 feet of another existing community residential home. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home.

(2) In single- and two-family residential districts (including A-1 and RC-1) when the Board of County Commissioners determines that the proposed community residential home is compatible with the neighborhood in its physical size.

(3) In multiple-family residential districts, the Board of County Commissioners determines that the proposed use is compatible with the area in its intensity of land use.

30.6.10.3~~3~~2 ~~Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings:~~ Assisted Living Facilities.

~~(a) That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~

~~(b) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size.~~

~~(c) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.~~

~~(d) A copy of the application to the appropriate State agency shall accompany the application for the special exception.~~

"Assisted living facility" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. Facilities with a licensed capacity of six or fewer persons shall comply with the provisions of Chapter 419, Florida Statutes.

(a) Assisted living facilities of six or fewer residents which otherwise meet the definition of an assisted living facility shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table.

(b) Assisted living facilities with seven (7) to fourteen (14) unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in s. 419.001, Florida Statutes.

(c) Assisted living facilities with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings:

(1) The proposed assisted living facility is not located within a radius of 1,200 feet of another assisted living facility. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home.

(2) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners determines that the proposed assisted living facility is compatible with the neighborhood in its physical size.

(3) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.

30.6.10.43 Certified recovery residences.

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

seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, may request a reasonable accommodation allowing for the establishment of a certified recovery residence pursuant to the procedures set forth herein.

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

(c) Application Procedure. A request for reasonable accommodation shall be made to the Planning and Development Division by an Applicant. An application for reasonable accommodation must, at a minimum, provide the following:

(1) Name and contact information of the Applicant or the Applicant's authorized representative;

(2) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner's authorization form is also required;

(3) A description of the accommodation needed, identifying the ordinances, rules, regulations or policies from which the Applicant is requesting a reasonable accommodation and why the requested accommodation is necessary;

(4) A certification signed by the Applicant stating; I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;

(5) Signature of the Applicant and date;

(6) A verification of disability status form executed by someone with personal knowledge of the Applicant's, or those who are being provided services', disability, such as a medical or social services professional;

(7) Any additional information or documents the Applicant feels is necessary to supplement the request for reasonable accommodation.

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

(d) Review. Within 60 days of receiving a completed application, the Development Services Director, or designee, shall review the request for reasonable accommodation and make a determination consistent with the FHA and/or ADA, after considering all of the following:

(1) Whether the Applicant has established that they are protected under the FHA and/or ADA by demonstrating that they or those being provided recovery services, are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the following must be shown:

a. A physical or mental impairment which substantially limits one (1) or more major life activities;

b. That they are regarded as having such impairment; and

c. A record of having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the Applicant an equal opportunity to use and enjoy the dwelling, building or structure, or provides accessibility in another manner.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the County.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the County.

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

(e) Determination. Once review of the request is complete, the Development Services Director, or designee, will make a determination, in writing, to:

(1) Approve the reasonable accommodation request in whole or in part, with or without conditions; or

(2) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

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

(f) Appeals. Applicant has 30 days from the date of the Development Services Director's, or designee's, written determination to appeal the determination or any conditions included therein, to the County Manager. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, an explanation of why the determination or condition is in error, and a copy of the written determination. Appeals shall be submitted to the Planning and Development Division. The County Manager shall issue a final decision on the appeal within 45 days of submitting the appeal to the Planning and Development Division.

(g) No fee. There shall be no fee imposed by the County for the reasonable accommodation request process outlined in this subsection.

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

(i) General Provisions. The following general provisions are applicable to all reasonable accommodation requests:

(1) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.

(2) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or engineering permitting processes required by the County's Code of Ordinances and Land Development Code and all other state and federal laws.

(3) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

(j) Revocation. A reasonable accommodation approval may be revoked by the Development Services Director for cause, including, but not limited to, violation or lapse of the conditions of approval or failure to maintain state licensure as a certified recovery residence (if applicable) for more than one hundred eighty (180) days.

* * *

30.6.12. ~~Home Office.~~ Reserved.

~~A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office,~~

~~signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.~~

* * *

30.6.16. Vacation rentals.

30.6.16.1. Definitions pertaining to vacation rentals. For purposes of the regulation of vacation rentals in Sections 30.6.16.1 through 30.6.16.4 of this Code, the following terms shall have the meaning given herein.

(a) Hallway: An internal passageway within the vacation rental into which rooms in the vacation rental may open, is enclosed by partitions or walls, has a ceiling above and a floor at its base, and enables the transient occupants to reach the exit from within the vacation rental.

(b) Responsible party: The property owner or person/entity designated by the property owner to be called upon for matters regarding the vacation rental, including but not limited to the maintenance and upkeep of the property, requests for inspection, emergencies, and to answer for the conduct and acts of the occupants and guests of the vacation rental. The Responsible Party shall be available to be contacted at any hour of the day, any day of the week, during any period of time that the vacation rental is occupied.

(c) Sleeping room: A fully enclosed portion of a dwelling unit, which is directly connected to a hallway or the exterior of the vacation rental by a door that can be closed and locked for privacy; not accessed solely by another sleeping room; primarily designed or intended for sleeping; not equipped with nor wired for cooking facilities; excludes living rooms, kitchens, bathrooms, hallways, laundry rooms, pantries and the like; and may have a clothing closet and/or bathroom within.

(d) Transient occupant: A person who occupies a dwelling unit that is a Transient Public Lodging establishment.

(e) Transient public lodging establishment: As defined in Section 509.013(4)(a)(1), Florida Statutes, as may be amended or replaced.

(f) Vacation rental: As classified in Section 509.242, Florida Statutes, as may be amended from time to time. However, Section 30.6.16 shall not apply to any dwelling unit that is owner-occupied on a full-time basis and provided the means of ingress and egress is through a hallway internal to the unit to the sleeping room(s) leased by the transient occupant(s).

30.6.16.2 Registration required.

(a) Each vacation rental being advertised or offered to the public must be registered by the Responsible Party with a third-party vendor authorized by Seminole County prior to commencement of operation. The Responsible Party for all new and existing vacation rentals located in unincorporated Seminole County must register beginning October 1, 2020.

(b) A completed vacation rental registration form, and all other required forms and attachments, must be submitted as part of the registration with the third party vendor to assert and demonstrate compliance with the requirements of this Ordinance.

(1) The registration form will be made available via online/electronic submission through the third party vendor and will include:

a. An acknowledgment to comply with existing Seminole County regulations of noise, solid waste, urban bear management, sexual offenders and sexual predators.

b. An active license number provided by the Florida Department of Business and Professional Regulation.

c. An active registration with the Florida Department of Revenue.

d. A local tourism tax account number provided by the Office of the County Tax Collector, or proof that a peer-to-peer platform entity through which the rental is booked will be remitting all such taxes associated with the vacation rental on the owner's behalf.

e. Proof of payment of local business taxes in compliance with Seminole County Code Chapter 45, Part 1, Local Business Taxes.

f. An acknowledgment to provide the "Transient Occupation Information" binder in all vacation rental units.

(2) Other required forms and attachments include:

a. Acknowledgment to comply with Section 30.6.16.3(a) of the Seminole County Land Development Code regarding maximum occupants and guests authorized to occupy the vacation rental unit.

b. For a vacation rental with five (5) or more bedrooms, a survey, scaled sketch or photograph of the vacation rental property identifying the location(s) and dimensions of the required parking spaces assigned to and reserved specifically for the vacation rental on the same parcel as the rental, pursuant to Section 30.6.16.3(a)(5) of the Seminole County Land Development Code.

(c) The registration in the third-party Vacation Rental Registry shall be valid for one year from the date of application approval or until any of the following circumstances occur:

(1) A change in ownership of the vacation rental; or

(2) A change to the sleeping rooms in the vacation rental.

(d) The following changes/events must be submitted through the Responsible Party's Vacation rental registration account online via the County's third-party vendor but does not require an additional fee:

(1) A notice of change of the Responsible Party (non-owner); and

(2) A change to the parking spaces for a vacation rental.

(e) Annual renewal of the vacation rental registration with Seminole County's third-party vendor shall be required. All or a portion of the County's proceeds from the registration fees, as determined by resolution of the Board of County Commissioners, may be allocated to an Affordable Housing Trust Fund

30.6.16.3 Minimum vacation rental standards to be verified by ~~self-certification through registration~~ inspection performed by Seminole County Code Enforcement Division.

(a) Minimum standards:

(1) Maximum occupants and guests. The maximum amount of transient occupants authorized to stay overnight at any individual vacation rental shall be limited to two (2) persons per sleeping room. Additionally, a maximum of four (4) persons under the age of thirteen (13) shall also be authorized to stay overnight, not to be counted against the maximum occupancy. The maximum amount of persons allowed to visit as non-overnight guests of the transient occupants shall not exceed two (2) times the amount of maximum occupants authorized to stay overnight.

(2) Local telephone service. At least one (1) telephone (landline or cellular) with the ability to contact Seminole County Emergency 911 Communications Center on a 24-hour, 7-day-a-week basis shall be provided in the main common area of the vacation rental and be clearly marked as the Emergency Communications Center contact telephone.

(3) Fire extinguisher. At least one (1) fully charged, portable, multi-purpose, dry chemical ABC fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near sleeping rooms on each floor of the vacation rental. Additionally,

at least one (1) Class K fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near the kitchen of the vacation rental.

(4) Transient occupant information. A binder, book, or file folder clearly labeled "Transient Occupant Information" with the full address of the vacation rental must be located in a conspicuous area of the vacation rental, and must contain, at a minimum, all regulations with which transient occupants and their guests must comply, including:

a. Chapter 165 Noise, Seminole County Code of Ordinances;

b. Section 30.16.2 Noise, Seminole County Land Development Code;

c. Section 30.11.1 Off-street parking requirements, Dwelling Structures, Seminole County Land Development Code;

d. Section 30.6.16.3(a)(5) Parking Standards, Seminole County Land Development Code;

e. Chapter 228 Sexual offenders and sexual predators, Seminole County Code of Ordinances;

f. Chapter 235 Solid Waste, Seminole County Code of Ordinances;

g. Chapter 258 Urban Bear Management, Seminole County Code of Ordinances, with Map;

h. The 24-hour, 7-day-a-week telephone number of the Responsible Party;

i. A copy of the survey, scaled sketch, or picture depicting the location(s) of parking spaces reserved for the vacation rental with a statement that the transient occupant parking is limited to the area(s) identified on the graphic; and

j. The locations of all nearby hospitals, walk-in clinics, and free-standing emergency room(s).

(5) Parking standards:

a. Per Section 30.11.3 of the Seminole County Land Development Code, the minimum required amount of parking spaces for a single-family dwelling, duplex halves, or multi-family dwelling is two (2). In addition to the minimum requirement of Section 30.11.3 of the Seminole County Land Development Code, for each sleeping room in excess of four (4), one (1) additional parking space must be provided.

b. All required parking spaces must comply with minimum net area, length, and width standards set forth in Section 30.11.3 of the Seminole County Land Development Code and may be provided in carports, garages, parking lots, or on paved driveways or a driveway with a stabilized surface that is not part of landscaping. Spaces shall not be provided, nor parking allowed, in any drainage swale, on a public sidewalk, in the street right-of-way where parking is not otherwise permitted, in a pedestrian way, bicycle path, or hiking trail.

(6) Non-compliance inspections. In cases of reasonable indication of non-compliance with the above standards, Seminole County, through Code Enforcement, reserves the right to perform an inspection of the vacation rental to ensure compliance within the bounds of applicable law.

(b) Posting of parking information and emergency information.

(1) There shall be posted on the interior of the main egress door of the vacation rental, the following information:

a. For a vacation rental unit with five (5) or more bedrooms, a survey or scaled sketch showing the location(s) of all parking spaces assigned to the vacation rental, both

on the property where the vacation rental is located, and any parking spaces that are located on a separate property pursuant to a signed, notarized agreement with the owner of that separate property, or within a shared parking lot or structure, pursuant to a letter from those responsible for the shared parking; and

(2) There shall be posted on the interior of the main egress door and the inside of the doors of all sleeping rooms, a poster labeled "Emergency Information" in capital letters and BOLDFACE type, with the following emergency information:

a. The full street address for the vacation rental;

b. The location of the vacation rental's telephone to reach the Seminole County 911 Emergency Communications Center;

c. The 24-hour, 7-day-a-week telephone number of the Responsible Party; and

d. The location of the "Transient Occupant Information".

30.6.16.4 Violations procedure.

(a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances.

(b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Division. ~~Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx.~~

(c) The regulations of vacation rentals as set forth in Sections 30.6.16.1 through 30.6.16.3 of the Seminole County Land Development Code do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining a Vacation Rental registration certificate under Sections 30.6.16.1 through 30.6.16.3 of this Code are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.

* * *

30.6.20. Live-work Units.

(a) General Requirements.

(1) Must be consistent with Florida Building Code as follows:

a. The maximum total area of a live/work unit is 3,000 square feet;

b. The nonresidential area shall be limited to 50 percent of the total area;

c. The nonresidential function shall be limited to the first or main floor of the structure only;

d. Not more than five (5) employees may occupy the nonresidential area at any one time;

(2) A live-work unit may be a detached structure, an attached structure, or a unit within a multi-unit structure; and

(3) Access to each unit must be clearly separated from other live-work units.

(b) Use Regulations. The non-residential component of the unit shall be limited to the uses permitted in the underlying zoning district, except for the following prohibited uses.

(1) Adult entertainment activities/businesses;

(2) Animal hospitals and clinics;

(3) Automotive and other vehicle repair, services, painting, storage, or upholstery, or the repair of engines, including automobiles, boats, motorcycles, trucks, or recreational vehicles;

(4) Boatmaking;

(5) Mobile food vendors such as coffee carts, or tack trucks;

(6) Gun and weapons sales;

(7) Theaters

(8) Uses which involve medical procedures;

(9) Uses that require the handling of any hazardous (including biologically hazardous) or toxic, materials, substances or wastes, except for small, nonreportable or unregulated quantities that are used in woodworking, painting, or photography, or in the making of jewelry, ceramics, pottery, and sculpture;

(10) Uses that require explosives or highly combustible materials;

(11) Welding, machine shop operations, or metal fabricating (except for artisan metal sculpture); and

(12) Other uses that the director determines to be similar in character to those listed above.

PART 7. DEVELOPMENT STANDARDS

Sec. 30.7.2. General standards.

* * *

30.7.2.4 Location of swimming pools and pool screen enclosures.

(a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way.

(b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way.

(c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line.

(d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body.

(e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of the Public Works Department Engineering Manual.

(f) Pool screen enclosures may exceed the height of the principal structure, but be no taller than permitted by the applicable zoning district.

30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street. Whenever a lot abuts upon an alley, one half (1/2) of the alley width may be considered as a portion of the required rear yard.

* * *

30.7.2.11 Easements. Any structures or fences, temporary or permanent, shall not impede the intended purpose of an easement. Any structures, fences, or objects placed in an easement that impedes the intended purpose of the easement shall be removed by the property owner at the expense of the property owner.

Sec. 30.7.3. Dimensional Standards Table.

30.7.3.1 Dimensional and other standards associated with conventional residential zoning districts and select Special Zoning districts are described in the table below.

30.7.3.2 Dimensional and other standards associated with conventional non-residential zoning districts and select Special Zoning districts are described in the table below.

Development Standards																	
Area and Dimension Regulations	RESIDENTIAL																Unit of Measure
	Single- and Two-Family Dwelling Districts									Multiple Family Dwelling Districts			Mobile Home Districts			Other	
	RC-1	R-1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3	R-3A	R-4	RM-1	RM-2	RM-3	RP	
Min. Lot Area Required	43,560	21,780	13,500	11,700	9,000	8,400	6,700	5,000	9,000				7,000	5,000	1,500 or 2,400(14)	9,000	Sq. Feet
Min. Parcel/Lot Width at Building Line	120	100	100	90	75	70	60	50	75				70	50(6)	30 or 40(14)	75	Feet
Min. Front Yard Requirement	35	~~25~~ 20	~~25~~ 20	~~25~~ 20	~~25~~ 20	~~25~~ 20	20	20	25	25(13)	25(13)	25	20(8)	20	25(9)	25	Feet
Min. Side Yard Requirement	20	10	10	~~10~~ 5	~~7.5~~ 5	~~7.5~~ 5	~~7.5~~ 5	5	10	25(13)	25(13)	25(5)	10(8)	10	25(9)	10	Feet
Min. Side Yard abutting street or road	35	~~25~~ 15(3)	~~25~~ 15(3)	~~25~~ 15(3)	15(3)	15(3)	15(3)	15(3)	15(3)				20(8)	20	25(9)	25	Feet
Min. Rear Yard Requirement	35	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~25~~ 20	20	30	25(13)	25(13)	25(5)	20(8)	15	25(9)	30	Feet
~~Open Space(11, 12)~~	-	-	-	-	-	-	-	-	-	~~25%~~	~~25%~~	~~35%~~	~~25%~~	~~25%~~	~~25%~~	~~25%~~	~~% of Parcel Area~~
Maximum Building Height	35	35	35	35	35	35	35	35	35	35	35	60(4)	35	35	35	1 Story(7)	Feet
Minimum Living Area Per Unit:	700	700	700	700	700	450	450	450	450	-	-	-	-	-	-	-	Sq. Feet
Accessory Structures(1)																	
Min. Front Yard Requirement	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(2)	(2)	(2)	(2)	(2)	(2)	(10)	Feet
Min. Side Yard Requirement	20	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet
Min. Rear Yard Requirement	20	10	10	10	10	10	10	10	10	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet

Footnotes:

(1) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.

(2) Yard requirements shall be the same as those for the primary structure.

(3) Greater setbacks may be required on intersections with geometric restrictions or other sight limitations. If corner sight obstructions or restrictions exist due to the horizontal or vertical controls, each case shall be individually reviewed and approved by the Traffic Engineer to ensure a safe design in accordance with the A.A.S.H.T.O. requirements.

(4) No building or structure shall exceed sixty (60) feet in height, and F.A.A. approval shall be obtained for buildings exceeding thirty-five (35) feet in height.

(5) Increased an additional ten (10) feet for each story over one (1) story.

(6) Each mobile home residence space shall be not less than five thousand (5,000) square feet and have a minimum average width of fifty (50) feet.

(7) For new construction only.

(8) A setback of fifty (50) feet shall be provided from lot lines and any street right-of-way which borders the RM-1 Mobile Homes District.

(9) The entire park, except for access and egress, shall be set back twenty-five (25) feet from any property line.

(10) Structure shall not project forward of the front building line of the principal structure.

(11) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.

(12) Open space features and configuration shall be consistent with the requirements of Part 14, Chapter 30.

(13) In the R-3 and R-3A Multi-Family Dwelling Districts, minimum setbacks shall be established from each dwelling structure to the overall project boundary.

(14) Each dependent travel trailer or tent camping site shall be not less than an average width of thirty (30) feet and fifteen hundred (1,500) square feet of area. Each independent travel trailer site shall be not less than an average width of forty (40) feet and twenty-four hundred (2,400) square feet

Development Standards															
Area and Dimension Regulations	AGRICULTURE				COMMERCIAL						INDUSTRIAL			Other	Unit of Measure
	A-10	A-5	A-3	A-1	OP	CN	CS	C-1	C-2	C-3	M-1A	M-1	M-2	PLI	
Min. Parcel Area Required	10 Acres	5 Acres	3 Acres	1 Acre	15,000	(7)	(7)	(7)	(7)	(7)	N/A	N/A	N/A	-	Sq. Feet
Min. Parcel Width at Building Line	150	150	150	150	100	-	-	-	-	-	-	-	-	-	Feet
Min. Front Yard Requirement	50	50	50	50	25	50	50	25	25	25	50(9)	50(9)	50(9)	25	Feet
Min. Side Yard Requirement	10(3)	10(3)	10(3)	10(3)	10(6)	10(6)	10(6)	10(6)	10(6)	10(6)	10(10)	10(10)	10(10)	25	Feet
Min. Side Yard abutting street or road	50	50	50	50	10(6)	10(6)	10(6)	10(6)	10(6)	10(6)	10(10)	10(10)	10(10)	25	Feet
Min. Rear Yard Requirement	30(3)	30(3)	30(3)	30(3)	10	10(8)	10(8)	10(8)	10(8)	10(8)	10	10	10	25	Feet
Open Space(11)	-	-	-	-	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35(1)	35(1)	35(1)	35(1)	35	35	35	35	35	35	35	35	35	35	Feet
Structures Accessory to Residences(4)															
Min. Front Yard Requirement	(2, 3)	(2, 3)	(2, 3)	(2, 3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Side Yard Requirement	10(3)	10(3)	10(3)	10(3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Rear Yard Requirement	10(3)	10(3)	10(3)	10(3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet

Footnotes:

(1) Silos, granaries, windmills, barns, and other structures concurrent to the operation of an agriculture enterprise may exceed the height limit.

(2) Setback shall be equal to or greater than the main residence unless setback is equal to or greater than 100 feet.

(3) Barns & structures for livestock, structures for agricultural use shall have minimum 50 ft. front, side and rear setbacks be distanced a minimum of 100 ft. from any residential structure on an adjacent lot or parcel.

(4) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.

(5) Yard requirements shall be same as the primary structure

(6) Side yard setback may be reduced to zero (0) feet except when a side lot line abuts property assigned a residential zoning classification or land use designation.

(7) No minimum building site area required; however, adequate space will be provided for off-street parking, loading, and landscaping requirements.

(8) Rear yard setback shall be a minimum of ten (10) feet unless a rear lot line abuts property assigned a residential zoning classification or land use designation.

(9) Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives, and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet of such yard may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

(10) Rear. A rear yard of not less than ten (10) feet shall be provided, except that, on a lot having a double frontage, the front yard requirements shall apply on both streets. Rear yards may be reduced to zero (0) when the rear property line coincides with a railroad siding; however, no trackage shall be located nearer than three hundred (300) feet to any residential district.

(11) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space

* * *

PART 8. SPECIAL ZONING DISTRICTS

Sec. 30.8.1. Description of Special Zoning Districts.

* * *

Sec. 30.8.3. MM Missing Middle District and Alternative Standards.

30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies.

30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies:

(a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout.

(b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court.

(c) *Duplex—Side-by-Side:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house.

(d) *Duplex—Stacked:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged one above the other, each with an entry from the street. This type has the

appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex.

(e) *Townhouse:* ~~An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.~~ A single-family dwelling constructed as a part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between walls or roofs.

(f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above.

(g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.

(h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street.

(i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units.

(j) *Live-Work Unit:* ~~An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential unit typically have separate street entrances.~~ A

dwelling unit which includes a nonresidential use that is operated by the tenant and is consistent with the definition in the Florida Building Code for the same.

30.8.3.3 Review of Development Proposals

(a) ~~Final Development~~ Conceptual Plan Required with application. At the time of application for rezoning to Missing Middle, ~~Prior to subdivision or site plan approval~~ the applicant must submit a ~~final development~~ conceptual plan consistent with the development criteria of Sec. 30.8.3. to illustrate the general configuration of the proposed project. ~~and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee.~~ The conceptual plan may include, at a minimum, the following components:

(1) Overall Site Boundary and Orientation. Show property boundaries, major adjacent streets, and general orientation (north arrow and scale).

(2) Typology or Mixture of Typologies. Indicate the general location, size, and relationship of proposed land use areas (e.g., residential, commercial, open space, recreation, or conservation). Each typology shall be labeled with:

a. Proposed use category;

b. Maximum development intensity or density (dwelling units per acre or FAR); and

c. Approximate acreage.

(3) Access and Circulation Concept. Identify primary vehicular access points, internal circulation patterns, and general pedestrian or bicycle connections. Street names are not required, but overall connectivity should be demonstrated.

(4) Open Space and Environmental Features. Show the general location and proportion of open space, greenways, parks, natural areas, or stormwater features intended to serve the development.

(5) Transition and Compatibility Areas. Illustrate how the development will transition to adjacent land uses (e.g., the use of buffers, step-downs in density, or open space separations).

(6) Phasing Concept. If the development is proposed to be developed in phases, show general phase boundaries and describe the order of development.

(7) Context Relationship Diagram. Include a small inset map or diagram illustrating the project's relationship to surrounding zoning, major roads, and nearby public facilities or amenities.

(8) A summary table identifying total acreage, typology mix, gross density, maximum building heights, and open space percentages.

The conceptual plan is intended to demonstrate that the site can accommodate the Missing Middle design standards, but the overall plan may be adjusted at any time prior to development as long as the design requirements are still met.

(b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.

30.8.3.4 Applicability

(a) Missing Middle (MM) standards may be applied in the following conditions:

(1) MM Zoning District: Where the MM District is applied, typologies within a proposed development or development types are limited by the applicable Future Land Use

District as described in Table 8.3-A. A development within the MM Zone may include single-family development consistent with R-1BB standards subject to compliance with Chapter 35.

(2) PD Zoning District: Missing Middle Housing may be approved as part of a new PD application or a substantial change to an existing PD. Allowable typologies within a PD are limited by the applicable Future Land Use District as described in the Seminole County Comprehensive Plan.

30.8.3.5 Specified Zoning Districts. Missing Middle and Alternative Standards may be used in the zones and under the conditions specified in Table ~~5.2~~ 8.3-A with limitations on typology and development type as described.

(a) Missing Middle Development Types:

(1) Missing Middle Development: A development in which only Missing Middle Typologies are proposed.

(2) Mixed Housing Development: A development in which both Missing Middle Typologies and Typologies otherwise permitted in the underlying zone are proposed.

30.8.3.6 Allowable Typologies and Densities

(a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District.

Table 8.3-A: Permitted Missing ~~Housing~~ Middle Housing Types

Applicable Zoning	Permitted Types					Type of Development				
	Small lot ~~Single-~~Family	Cottage Court	Duplex	Triplex / Quadplex	Townhouse	Sixplex	Courtyard	Live~~/~~-work	Mixed Housing Development	Missing middle development
In Centers & Corridors:										
R-1, R-1A	●	●	○*	○*					●	●

R-1B, R-1BB	●	●	●	○*	○				●	●
In-USA (Urban Service Area)										
R-2	●	●	●	○**					●	●
R-3, R-3A, R-4	●	●	●	●	●	●	●	●	●	●
C-1, C-2				●	●	●	●	●	●	
OP								●	●	●
MUCD	●	●	●	●	●	●	●	●	●	●
MM or PD Rezoning by FLU										
LDR	●	●	●						●	●
MDR	●	●	●	●	●	●	●		●	●
HDR	●	●	●	●	●	●	●	●	●	●
MXD	●	●	●	●	●	●	●	●	●	●
Commercial				●	●	●	●	●	●	●

Notes:
● Permitted
○ Permitted with a maximum of two (2) Stories
* Maximum Living Area per Building: 3,000 SF
** Maximum Living Area per Building: 4,000 SF

(b) In addition to the uses and typologies described in Table 8.3-A, any other permitted use in the underlying zoning district is allowed within a Missing Middle Development or a Mixed-Housing Development. Other permitted uses may be horizontally or vertically integrated with any of the allowable typologies subject to meeting the site and building requirements of this Section. Live-work units are subject to the limitations of Sec. 30.6.20.

(c) Where the Comprehensive Plan limits percentage of a property that can be residential, any lot or land area that is devoted to a mixed-use or live/work building or supporting parking areas shall be considered non-residential. Buildings must meet all Florida Building Code requirements associated with the designation.

30.8.3.7 Site Regulations:

(a) Missing Middle typologies may be clustered or distributed throughout the project.

(b) No single Missing Middle typology may exceed five (5) acres of developable land.

(c) Development includes a connected street grid which is accomplished by meeting the following conditions:

(1) No portion of the project may be gated.

(2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces.

(3) Sidewalks are required on both sides of every street.

(4) ~~Dead-end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director when wetlands, water bodies, or infrastructure corridors prevent connections.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.

~~(5) The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties.~~

~~(6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots.~~

~~(7)~~(5) Pedestrian or vehicular connections to existing commercial uses should be provided where feasible.

(d) Restrictions near development boundaries:

(1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone.

(2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.

30.8.3.8 Additional Site and Building Requirements:

(a) Open Space: Where Open Space is required in the applicable zoning district, those standards shall be applied. If Open Space is not otherwise required, the standards below shall apply.

(1) For lots with greater than eight (8) units and a minimum of two (2) acres, a minimum eight (8) percent of net buildable acreage shall be set aside as Open Space that meets the standards described below.

(2) Open Space may be provided in multiple locations subject to the following requirements. Each qualifying Open Space must be:

a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.

b. A minimum of .20 contiguous acres.

c. A minimum of forty (40) feet in width, except that open space areas adjacent to a stormwater pond or natural lake must be a minimum of twenty (20) feet in width from the top of berm to the public right of way or lot line or a dog park.

d. Open Space shall be proximate to Missing Middle units.

(b) Street Trees. Street trees are required in Missing Middle Developments and on all streets abutting Missing Middle Typologies in Mixed-Use Developments. Street trees must meet the following standards:

(1) Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights of ways adjoining the site.

(2) Be located in a planting strip or tree well with a minimum width of eight (8) feet. Tree wells or planting strips less than ten (10) feet in width must incorporate a root barrier at the edge of pavement.

(3) Be selected from the list of approved Canopy Street Trees (30.14.15(j)).

(4) Meet the standards of Sec. 30.14.16. - General provisions for all landscaped areas.

(c) Minimum Parking Requirements:

(1) Two parking spaces are required per unit except that parking for units less than 1000 sq. ft. may be reduced to 1.5 spaces per unit.

(2) On-street parking is required on streets adjacent to missing middle units.

(3) Required parking may be located in common areas or on-street provided that such parking is within 150 feet of the unit.

(d) Building Frontage:

(1) Buildings not fronting on a street must front on a common open space, a pedestrian pathway or a multi-use trail.

(2) Buildings not fronting on a street must be part of a common emergency access plan or be adjacent to an alley built to emergency access standards.

(3) Up to six (6) lots may be accessed by a commonly held easement drive that is non-gated and designed to allow fire access (aka parking court).

30.8.3.9 Missing Middle Dimensional Standards. Designated Missing Middle Units must meet the alternative design and dimensional standards described in this Section and in Table 8.3-B.

(a) Garages, carports, open or screened porches or breezeways may not be counted toward the Minimum Living Area requirement in Table 8.3-B.

(b) Duplexes, Cottage Court, and High-Density Single-Family structures may be located on a common lot. Where units are located on a common lot, minimum separation between structures must be ten (10) feet.

(c) Minimum lot size requirements are not applicable to Missing Middle units

Table 8.3-B: Missing Middle Dimensional Standards

	Small lot Single-Family	Cottage Court	Duplex	Townhouse	Triplex / Quadplex	Sixplex	Courtyard	Live/work
Minimum Yards in feet:								
○ Front	10	10	10	10	10	10	10	15
○ Side	5	5	5	5	5	5	10	7.5
○ Street Side	10	10	10	10	10	10	10	15
○ Rear	5	5	5	5	5	5	5	5
Rear (Accessory Structure)	5	5	5	5	5	5	5	5
Min. Living Area Per Unit (sq. Ft)	400	400	400	400	400	400	400	400
Max Height (in feet)	35	35	35	40	40	40	40	40

* * *

Sec. 30.8.5. PD Planned Development.

30.8.5.1 Intent and purpose. The Planned Development (PD) District is intended to promote flexibility and innovation to meet the needs of County residents and businesses by facilitating innovative design solutions and development plans, that may be difficult to achieve

under conventional zoning regulations. Planned developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

Examples of development concepts that may be appropriate for PD zoning include, but are not limited to, enhanced protection of natural resource areas, mixed use or transit-oriented development, and infill development or redevelopment. An increase in density or intensity alone shall not be a sufficient justification for seeking an alternative to conventional zoning districts.

Development standards to be applied within a planned development shall be established by the Board of County Commissioners (BCC) at the time of rezoning. Such rezoning shall be conditioned upon a master development plan and a written development order. Specific criteria for the development may address, but are not limited to, compatibility with surrounding land uses, road access, availability and efficient use of utility capacity, coordination with transit, etc. Architectural and other appearance-related design elements should be included as approval conditions where the BCC finds they will support goals, such as economic development, neighborhood compatibility, or aesthetic or environmental enhancement of an area.

General standards of this Code that are not specific to any zoning district, such as parking, stormwater management, lighting, and landscaping, shall apply within a planned development unless variations are approved through a PD master development plan and/or development order.

30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive

Plan. ~~Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development.~~

(a) Accessory dwelling units within any single-family residential lots in a PD may be administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3.

(b) For properties seeking Planned Development approval in the Higher Intensity Planned Development - Airport Future Land Use Designation, the following uses shall be considered airport-supportive and permitted:

(1) Commercial kennels

(2) Fire stations

(3) Hotels & motels (excluding Bed & breakfast)

(4) Hospitals

(5) Rental car facilities

(6) Light commercial

(7) Industrial trade schools

(8) Flight schools

(9) Light Industrial (See Sec. 30.5.3.)

(10) Manufacturing, Light (See Sec. 30.5.3.)

(11) Office uses (See Sec. 30.5.3.)

(12) Restaurants (standard and drive-through)

(13) Multifamily units such as condominiums, apartments, townhouses and above-store "flat" housing units are permitted in mixed-use developments only. The provision of

multifamily uses is limited to twenty (20) percent of the total net buildable area of any development site and forty-nine (49) percent of the maximum allowed total floor area for the development.

(c) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Target Industry Land Use Designation, the following uses shall be considered permitted:

Category	Industries
Manufacturing	Plastics and Commercial Printing Electronics/Mechanical Assembly Auto Parts Fasteners/Spacers Construction Products Food Processing Machinery Transport Aircraft Maintenance and Modification Aircraft Manufacturing Aerospace equipment
Advanced Technologies	Research & Development Space Technology Simulation & Training Laser Technology Robotics
Technical and Research Services*	General Management Consulting Marketing Interior Design Graphic Design Services Human Resources and Executive Search Environmental Engineering and Consulting Precision Instruments Civil Engineering Surveying and Mapping Telecommunications Industrial Design Lasers and Photonics
Distribution	Food Products Consumer Products Restaurant/Commissary Airline Services Aircargo/Mail Services Durable Goods Distribution Non Durable Goods Distribution

Financial and Information Services*	Legal Services Architectural Services Publishers Associations CPA's Headquarters Insurance Banks Telemarketing Bureaus Financial Transactions Processing Public Relations Agencies Credit Bureaus Advertising Agencies Consumer Lending Title Companies Computer Software and Design
Life Sciences*	Hospitals and Medical Education Diagnostic Imaging Centers Medical Laboratories Agriscience Facilities Outpatient Facilities Blood and Organ Banks Research Laboratories Nursing Care Facilities Veterinary Services Pharmaceuticals Manufacturing and Research
Digital Media*	Motion Picture and Video Production Simulation and Training Teleproduction Graphic Design Computer Hardware/Software Design and Development Animation
Other	Long Stay Tourism Hotels and Lodging International Trade Sports Associated Industries Other basic businesses and industries with high annual average wages
*SeminoleWAY Industry and Facility Analysis: Real Estate Research Consultants, Inc.; May 1, 2008.	

2061 30.8.5.3 Review criteria.

(a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide.

(b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following:

(1) Natural resource preservation.

(2) ~~Crime Prevention (CPTED).~~ Undergrounding of all utilities within the development and, if feasible, at the property boundaries.

(3) Neighborhood/community amenities.

(4) Provision of affordable or workforce housing.

(5) Reduction in vehicle miles traveled per household.

(6) Transit-oriented development.

(7) Provision of new multimodal connectivity.

(8) Innovation in water or energy conservation such as use of Florida Water Star practices.

(9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan.

(10) Demonstrate consistency with DarkSky International Five Principles for Responsible Outdoor Lighting through the development including the use of DarkSky Approved Luminaires or equivalent for outdoor lighting fixtures.

(11) Additional landscaping, above that which is required, consists of a substantial proportion of native plants as identified in the IFAS Florida-Friendly Landscaping™ Plant Guide and is accompanied by a maintenance plan.

(c) In addition, any proposed development under the PD ordinance must address the following goals:

(1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis.

(2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; ~~accommodation or neighborhood electric vehicles;~~ transportation demand management; or permitting complementary uses.

(3) If the proposed development falls within an overlay, the development must comply with the standards of that overlay.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

(2) ~~Why~~ How the proposed development provides a use or design approach that cannot be achieved under an existing conventional or special zoning district.

(3) How the proposed development provides an innovative approach to land development.

(4) A description of the greater benefits to the County as described in (b). ~~that cannot be achieved under the existing provisions of this Code.~~

~~(e) Residential PD Design Standards:~~

~~(1) If lot width is less than forty-five (45) feet, homes must be rear loaded, unless otherwise approved by the Board of County Commissioners.~~

~~(2) Front-facing garage doors must be set back a minimum of twenty (20) feet.~~

~~(3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story.~~

~~(4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Board of County Commissioners.~~

~~(f) Required Residential Neighborhood Improvements:~~

~~(1) Street trees are required in generous planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall:~~

~~a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.~~

~~b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include a root barrier.~~

~~c. Be selected from the "Approved Plant Species List: Canopy Trees," except that Laurel Oaks may not be used as street trees.~~

~~d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas.~~

~~(2) Fifty (50) percent of pond frontage must be open to streets or community parks.~~

~~a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~

~~b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~

~~(g)~~(e) Common Useable Open Space:

~~(1) In addition to the t~~Twenty-five (25) percent minimum open space ~~requirements listed in Section 30.8.3.8, commonly accessible open space~~ is required subject to the ~~following standards:~~ criteria of Section 30.14.2.

~~a. Minimum eight (8) percent of net buildable acreage utilized for open space.~~

~~b. Open Space may be provided in multiple locations however each location must be:~~

~~1. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~

~~2. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

~~3. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.~~

* * *

30.8.5.8 PD ~~revisions~~ amendments.

(a) Any proposed substantial change to an approved PD, including, but not limited to, revisions: affecting the intent and character of the development; affecting land use patterns; affecting phasing that will impact off-site infrastructure; changing the location or dimensions of major streets or access points; adding property to the PD representing a substantial increase in density or intensity; or which involve similar substantial changes, shall be considered major amendments and shall require approval by the Board of County Commissioners A major amendment shall be treated as rezoning from PD to PD, revising the development criteria for the PD zoning, and the associated development order shall be revised or re-issued accordingly.

(b) Non-substantial changes to an approved planned development shall be considered minor amendments and may be approved by the Development Services Director. Multiple revisions may be proposed which cumulatively cause the Director to deem them a major amendment. Minor amendments shall be accomplished through addendum to the development order and/or a developer's commitment agreement. Minor amendments may include, but are not limited to, the following:

(1) Additions to structures that do not exceed ten (10) percent of the overall density or intensity approved within the PD. Additions of ten (10) percent or greater may be granted as provided in Section 5.19(b)(1).

(2) The addition of accessory structures if the location of such structures does not interfere with approved site layout (e.g. circulation, parking, loading, storm water management facilities, open space, landscaping or buffering).

(3) Additions to parking areas that do not encroach into required buffer areas or otherwise interfere with the approved site layout.

(4) Additional clearing that does not exceed five thousand (5,000) square feet in area or ten (10) percent of the site. Greater amounts may be approved consistent with Section 5.19(b)(1).

(5) Adjustment of internal property lines or tract boundaries, setback lines, realignment of internal roads and driveways consistent with the approved site layout and development concepts.

(6) The removal of property from the PD, provided such removal does not have a substantial impact on the density or intensity of the PD or on elements of the PD such as buffering and open space. Property removed from a PD must be rezoned immediately upon such removal.

(7) Other amendments that would not be deemed substantial as described in subsection 30.8.5.8(a).

(c) Property owners within a planned development may not make incremental revisions to an approved development plan that adversely affect existing owners or to avoid classification as a major amendment. Where amendments are allowed under this Section, such amendments must remain compatible with the balance of the project and consistent with the overall concept(s) and greater benefits referenced in Section 30.8.5.3, under which the development was initially approved. Amendment to the PD zoning shall not be pursued to reduce the benefits that justified the original assignment of PD zoning without replacement of an equivalent benefit.

30.8.5.9 Planned development time limitations. The criteria to determine whether or not substantial development has occurred within a planned development will be set forth in the development order approving the planned development. In instances where the development order does not address the criteria for substantial development, the Development Services Director shall make a determination based on the current available capacity and infrastructure to support the remaining development approved by the development order. If substantial development~~, as determined by the Development Services Director,~~ has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned ~~unit~~ development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.

30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part and may be subject to code enforcement procedures.

30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows:

(a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by

the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division.

Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director.

Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses.

(b) Phasing

(1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on the approved master development plan. Once a phasing plan has been

approved, no land may be used and no building may be occupied except in accordance with such plan.

(2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or amenities or portions thereof lie outside the phase.

(3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development.

(4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall

individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development.

(c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners.

(d) Commonly Accessible Open space. Open space area requirements for planned developments ~~shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order,~~ shall meet the criteria of Section 30.14.2. unless otherwise approved within the master development plan or PD development order.

~~(1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements.~~

~~(2) Open Space may be provided in multiple locations however each location must be:~~

~~a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~

~~b. Not less than 0.25 contiguous acres.~~

~~c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

~~(3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects).~~

~~(4) Stormwater ponds must be amenitized as follows:~~

~~a. Stormwater ponds must be open to the community and not fenced.~~

~~b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~

~~c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~

(e) Access and parking

(1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other policies of the Transportation Element of the Comprehensive Plan.

(2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development.

(3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic.

(4) ~~Hammerhead turnarounds shall be prohibited.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.

(f) Perimeter requirements

(1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. ~~However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.~~ A planned development may not decrease any buffer requirement except in accordance with the following:

a. Reduced Buffer Widths. Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Buffers

having less than the standard widths established in Sec. 30.14.6 "Standard buffers" shall be subject to an increased landscape planting requirement as per the following:

Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 feet	Enhancement Required
0.3	10	3.00	3' hedge
0.4	10	2.50	3' open metal fence and 3' hedge
0.5	15	3.25	6' masonry wall*
0.6	20	4.00	6' masonry wall*
0.7	30	3.50	6' masonry wall*
*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.			

b. Reduced Buffer Widths may not be applied to required buffers within a specific overlay.

(2)~~(3)~~ Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses.

(g) Residential PD Design Standards:

(1) If lot width is less than forty-five (45) feet, homes must be rear loaded to avoid undue frequency of conflicts with pedestrians on the sidewalk, unless the access is from a private street and the Development Services Director determines that rear access is not feasible due to site constraints.

(2) Front-facing garage doors must be set back a minimum of twenty (20) feet from the back of the sidewalk in order to maintain sufficient space for a vehicle to park without blocking the sidewalk.

(3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story, unless otherwise approved by the Board of County Commissioners.

(4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as

determined by the Development Services Director and approved by the Board of County Commissioners.

(5) Street trees are required in planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall:

a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.

b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include root barriers.

c. Be selected from the Approved Plant Species List: Canopy Trees in Figure 14.1 except that Laurel Oaks may not be used as street trees.

d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas.

30.8.5.12 Control of area following completion

(a) After completion of a planned development, the use, modification or alteration of any buildings, structures, or land areas within the development shall be in accordance with the approved master development plan and the PD development order. Notwithstanding subsequent platting or other forms of dividing ownership of the planned development, the entire site shall be subject to the approved master development plan and PD development order.

(b) Amendments to the approved master development plan and/or PD development order shall be in accordance with Section 30.8.5.8.

* * *

Sec. 30.8.7. UC University Community District.

Sec. 30.8.7.1. - Description of district.

The purpose of the University Community District (UC) shall be to provide for the appropriate development and arrangement of land uses for the community area comprising and surrounding a university, college, theological school, or other institutions of higher learning; to assure a land use development pattern which is compatible with university operations; to further encourage the grouping of those land uses having specific interrelationships; and to protect and promote the long-term stability of both the university and its surrounding area.

Sec. 30.8.7.2. - Permitted uses.

The following uses shall be permitted within the University Community District:

(a) Universities, colleges, theological schools, or other institutions of higher learning, including buildings owned or leased for administrative and faculty offices, classrooms, laboratories, chapels, auditoriums, lecture halls, libraries, observatories, heating and power plants, laundries, parking facilities, student and faculty centers, athletic facilities, dormitories, fraternities and sororities, and such other facilities normally provided by a college or university. These uses shall not be construed to include trade schools or colleges operated for a profit or to include use of any building, stadium, or other facility for commercial purposes other than under jurisdiction of a university or college administration.

(b) Public and private schools.

(c) Churches, including educational buildings, kindergartens, voluntary prekindergarten education programs, and child care facilities, when operated by said church.

(d) Research laboratories or building devoted to commercial, industrial, or scientific research.

(e) Institutional headquarters for educational, professional, or religious nonprofit organizations.

(f) Libraries or museums.

(g) Open land uses, including botanical gardens, game preserve, golf courses, and noncommercial parks and outdoor recreation areas.

(h) Hospitals, public or private, providing health services primarily for inpatients, medical or surgical care of the sick or injured, and including related facilities, such as, laboratories, out-patient departments, training facilities, central service facilities, staff offices, and staff housing which are integral parts of the facility.

Public or private hospitals shall have provision for such of the following facilities as may be required in order to be accredited by the Joint Commission on Accreditation of Hospitals sponsored by the American.

College of Physicians, American College of Surgeons, American Hospital Association, and the American Medical Association.

Emergency facilities, pediatric and obstetric facilities, surgical facilities, pathology and radiology facilities, pharmacy facilities, dietary department, medical records facilities, medical library facilities, laundries, and other services and facilities.

Hospitals shall provide for a minimum of one hundred (100) beds, exclusive of bassinets, and shall have a minimum gross floor area of six hundred (600) square feet per bed. The minimum site area shall be thirty (30) acres, and the minimum width of the site shall be six hundred (600) feet

Hospital may consist of a main building and necessary auxiliary buildings.

(i) Medical centers, consisting of a group of facilities providing health services, including medical research and other related facilities, such as, laboratories, in-patient and out-

patient departments, training facilities, central service and living quarters operated as integral parts of said centers.

(j) Rehabilitation centers, operated for the primary purpose of assisting in the rehabilitation of disabled persons and in which a coordinated approach by many professions is made to the physical, mental, and vocational evaluation of such persons and for the furnishing of such services as are required.

(k) Public health centers, primarily utilized for the provision of public health services, including related facilities, such as, laboratories, clinics, and administration offices operated in connection therewith.

(l) Schools of nursing where affiliated with hospitals or universities.

(m) Offices or clinics (medical, dental, psychiatric, child guidance, and medical research).

Sec. 30.8.7.3. - Special uses.

The following special uses may be permitted, subject to review of a site plan by the Planning and Zoning Commission to determine that the proposed location and site arrangement shall make the uses compatible with adjacent established uses and the existing utility and transportation systems are adequate to accommodate the proposed development:

(a) Single-family dwellings.

(b) Multi-family dwellings.

(c) Neighborhood commercial developments, designed as a unit to service adjacent land uses, consisting of such commercial uses as are permitted in the C-1, Retail Commercial District, except no alcoholic beverages may be sold.

Sec. 30.8.7.4. - Review of development proposals.

Prior to issuance of any building permit within a UC District, a complete site plan, in accordance with the provisions contained in Chapter 40, shall be reviewed and approved by the Planning and Zoning Commission.

Sec. 30.8.7.5. - Lapse of development plan approval.

Any approval granted by the Planning and Zoning Commission, for any site plan or special use, shall expire at the end of six (6) months if building permits incorporating the proposal have not been issued.

Sec. 30.8.7.6. - Site regulations, permitted uses.

(a) Minimum lot size—Ten thousand (10,000) square feet, unless otherwise specified.

(b) Open space requirements—See Part 14, Chapter 30.

(c) Maximum height—One hundred (100) feet.

(d) Setbacks—Minimum of twenty-five (25) feet from all property lines.

(e) Buffer requirements—Part 14, Chapter 30 shall apply.

Sec. 30.8.7.7. - Site regulations, special uses.

(a) All single-family development shall comply with the R-1AA Single-Family Dwelling District Development Standards.

(b) All multi-family developments shall comply with the R-3A Multi-Family Dwelling District Development Standards. Number of dwelling units, including breakdown of units by bedroom type, shall be established at time of site plan approval.

(c) All commercial development shall comply with the development standards and permitted uses contained in the C-1 Retail Commercial District; however, the sale of alcoholic beverages is prohibited.

Sec. 30.8.7.8. - Off-street parking.

Off-street parking and landscaping shall comply with the requirements contained in Sec. 30.11.6, Part 11, Chapter 30.

PART 9. SUPPLEMENTAL REGULATIONS

* * *

Sec. 30.9.5. Boat Dock Requirements.

30.9.5.1 General Regulations.

(a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit:

(1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body.

(2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements.

(3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles.

(4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements.

(b) No boat dock or boathouse may be rented or leased, and no vessel can be rented from a residential dock or boathouse.

(c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected.

(d) No more than three vessel slips per single residential dock and no more than three vessels moored at any single residential dock or boathouse.

30.9.5.2 Waterfront residential lots. Each residential lot is permitted one (1) boat dock and one (1) associated boathouse when accessory and incidental to the principal dwelling.

30.9.5.3 Boat dock and floating boat dock setback requirements; permit required.

(a) Setbacks applicable to docks - Side yard accessory use setbacks are applicable to all boat docks and floating boat docks except for docks at common property lines if approved by the Planning Manager, or designee, based upon sound and generally accepted land use and planning principles.

(b) It is unlawful to construct, accomplish construction work, or place at a location any boat dock or floating boat dock without obtaining a building permit and all required State permits prior to such activity

~~30.9.5.4 Dogs in Public food establishments.~~ **Sec. 30.9.6. Dogs in Public food establishments.**

* * *

Sec. 30.9.7. Alternative density option for affordable housing.

30.9.7.1 Purpose and intent.

(a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the overall quality of life for present and future residents

of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing.

(b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within an ADO development ~~shall be not less than ten (10) percent and the number of low income units~~ subject to the deed restriction ~~provided~~ shall not exceed ~~thirty (30)~~ fifty (50) percent of the total. This provision is intended to ensure that ~~low income~~ affordable units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability.

30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties with zoning that permits residential development. ~~assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications.~~ An applicant may submit plans and an application for development approval pursuant to the standards for the property's assigned these zoning classifications~~.~~ as set forth in this Code~~ or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part~~. To the extent that the provisions of this Part are in conflict with other provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used.

30.9.7.3 Procedure.

(a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures:

(1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement.

~~(2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator~~

~~shall also be responsible for arranging any meetings of the Development Review Committee and for keeping central records on the review process for the application.~~

~~(3)~~(2) Preliminary s~~S~~ubdivision plan, master development plan, ~~development~~ or site plan review. Following the pre-application meeting, the applicant shall submit a preliminary subdivision plan, master development plan, or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following:

a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development;

b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities;

c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase;

d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing;

e. A description of the ~~tenants and/or~~ property owners or homeowners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development;

f. The ~~development~~ preliminary subdivision, master development plan, or site plan and documents required shall be reviewed and approved as provided in this Code. The draft affordability agreement and additional documents required herein shall be reviewed by

the ~~Development Review Committee~~ Community Services Director and ~~by~~ the County Attorney's Office.

~~(4)~~(3) Board review and approval of preliminary ~~plats~~ subdivision plan, master development plan, and final site plans. After review and approval of the preliminary subdivision plan and/or the site plan by the ~~Development Review Committee~~ Planning and Development Division, the ~~application~~ affordability agreement shall be submitted for consideration by the Board as a consent item. Issuance of a development order and execution of the affordability agreement will occur upon approval by the Board of County Commissioners.

~~(5)~~(4) Waivers. ~~Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that t~~The minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County.

~~(6)~~(5) Final ~~plan~~ Plat. The applicant shall have ~~one (1)~~ two (2) years from the date of preliminary subdivision plan approval to file for final ~~plan~~ plat approval for all of the areas covered in the preliminary subdivision plan or the ~~preliminary~~ approval shall lapse. An extension of the preliminary subdivision plan approval may be granted by the Board of County Commissioners for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant.

30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following:

(a) Assurance that the mix of affordable housing units will be implemented as required in this Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing;

(b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with.

30.9.7.5 ~~Development~~ Density standards table.

Within the LDR, MDR, HDR, and MXD Future Land Use Designations, the density bonus shall be established based on the quantity of affordable units provided. For example: for each very low income unit provided, two (2) additional market rate units may be permitted for a project with a Low Density Residential designation.

In no case shall the density exceed the maximum density permitted by the Comprehensive Plan. The maximum bonus shall be calculated according to the table below:

Density Standards Table			
FLU Designation and Unit Type	**Quantity of affordable units**	**Quantity of bonus market rate units**	**Example project using 10 acres of buildable area**
Low Density Residential (LDR) Maximum density without bonus: 4 units per net buildable acre Maximum density with bonus: 7 units per net buildable acre			
Low Income Units	1	1.5	12 affordable units = 18 extra market rate (max 70 units) *(40 units without bonus)*
Very Low Income Units	1	2	10 affordable units = 20 extra market rate (max 70 units) *(40 units without bonus)*

Medium Density Residential (MDR) Maximum density without bonus: 10 units per net buildable acre Maximum density with bonus: 12 units per net buildable acre			
Low or Very Low Income Rental	1	1	10 affordable units = 10 extra market rate (max 120 units) *(100 units without bonus)*
Low or Very Low Income Ownership	1	3	5 affordable units = 15 extra market rate (max at 120 units) *(100 units without bonus)*
High Density Residential (HDR) Maximum density without bonus: 20 units per net buildable acre Maximum density with bonus: 22 units per net buildable acre			
Low Income Units	1	1	10 affordable units = 10 extra market rate (max 220 units) *(200 units without bonus)*
Very Low Income Units	1	3	5 affordable units = 15 extra market rate (max at 220 units) *(200 units without bonus)*
Mixed Development (MXD) Maximum density without bonus: 30 units per net buildable acre Maximum density with bonus: 50 units per net buildable acre			
Low Income Units Rental	1	1.5	80 affordable units = 120 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Rental	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Low Income Units Ownership	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Ownership	1	4	40 affordable units = 160 extra market rate (max 500 units) *(300 units without bonus)*

~~(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located within a CDBG Target Area designated by the Board of County Commissioners.~~

~~(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:~~

~~(1) Day care facilities;~~

~~(2) Community centers; or~~

~~(3) Houses of worship.~~

~~(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.~~

~~(d) Density and dimensional regulations.~~

~~(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:~~

Percentage of Low Income Housing Units	Maximum Dwelling Units (DUS) Per Buildable Acre
10 to 15 percent	5 DUS/acre
15 to 20 percent	6 DUS/acre
20 to 30 percent	7 DUS/acre

(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to maintain the livability of ADO units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision.

(e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot widths shall refer to the lot dimension along the property line with the adjacent development.

(1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:

Minimum Lot Width Standards	
Adjacent Neighborhood	ADO Project
150 feet	100 feet

~~100 feet~~	~~90 feet~~
~~90 feet~~	~~75 feet~~
~~75 feet~~	~~70 feet~~
~~70 feet~~	~~60 feet~~
~~60 feet~~	~~50 feet~~

~~(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:~~

~~Minimum House Size~~	
~~Adjacent Neighborhood~~	~~ADO Project~~
~~A-1~~	~~1,300 square feet~~
~~RC1~~	~~1,300 square feet~~
~~R1AAAA~~	~~1,100 square feet~~
~~R1AAA~~	~~1,100 square feet~~
~~R1AA~~	~~700 square feet~~
~~R1A~~	~~700 square feet~~
~~All Other Single-family Residential Districts~~	~~700 square feet~~

~~(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.~~

~~(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is~~

~~encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis.~~

~~(h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility.~~

~~(i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.~~

~~(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project~~

~~to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less than ten (10) percent of the units are in either the rental or home sales category.~~

~~TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARDS~~

~~Use~~	~~Minimum Lot Size~~	~~Minimum Lot Width~~	~~Yards~~			~~Minimum House Size~~	~~Maximum Coverage~~
			~~Front~~	~~Rear~~	~~Side~~		
~~Single-family~~	~~11,700~~	~~90~~	~~25~~	~~30~~	~~10~~	~~1,300 s.f.~~	~~—~~
~~Single-family~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~1,100 s.f.~~	~~—~~
~~Single-family~~	~~8,400~~	~~70~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~Single-family~~	~~6,700~~	~~60~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~Single-family~~	~~5,000~~	~~50~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~40%~~
~~Zero Lot Line:~~	~~Same standards apply except one yard may be 0 feet wide will other side yard will be twice the standard.~~						
~~Two-Family Dwelling Units~~							
~~1. (Duplex) Units on same parcel~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. (Twins) Units on different parcels~~	~~9,000*~~	~~37.5~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~40%~~
~~Three-Family Dwelling Units~~							
~~1. Units on same parcel~~	~~10,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~12,000*~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~

~~Four-Family Dwelling Units~~							
~~1. Units on same parcel~~	~~12,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~14,000*~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~

~~*Total for ALL units.~~

~~TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY~~						
~~Uses Permitted~~	~~Adjoining Zoning District~~					
	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~	~~R-1AAA~~	~~R-1AAAA~~
~~A. Single-Family Detached~~	~~R-1BB~~	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~	~~R-1AAA~~
~~B. SFD-Zero Lot Line*~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~
~~C. Two-Family Dwelling Units~~						
~~1. Duplex—Units on same parcel~~						
~~2. Twin—Units on separate parcels~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~	~~No~~	~~No~~
~~D. Three-Family Dwelling Units~~	~~Not permitted without rezoning approval.~~					
~~E. Four-Family Dwelling Units~~	~~Not permitted without rezoning approval.~~					

~~*Built to the above conventional standards.~~

~~Source: Florida Planning Group, Inc., 1991.~~

* * *

PART 10. OVERLAY DISTRICTS

* * *

Sec. 30.10.2. Scenic Corridor Overlay Zoning District.

* * *

30.10.2.5 Establishment of scenic corridors.

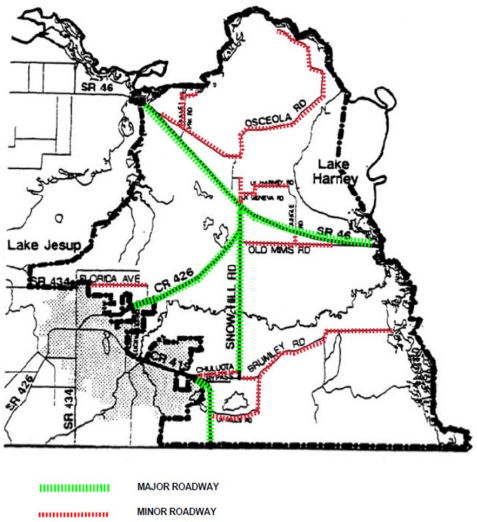
(a) Scenic corridors, in addition to those designated in subsection (b) of this Section, shall be established by the Board of County Commissioners pursuant to the procedures for designating land uses on the future land use map of the Comprehensive Plan and as an amendment to this Code.

(b) The following scenic corridors are hereby designated within the East Area Study Boundary of Seminole County as depicted in the map below:

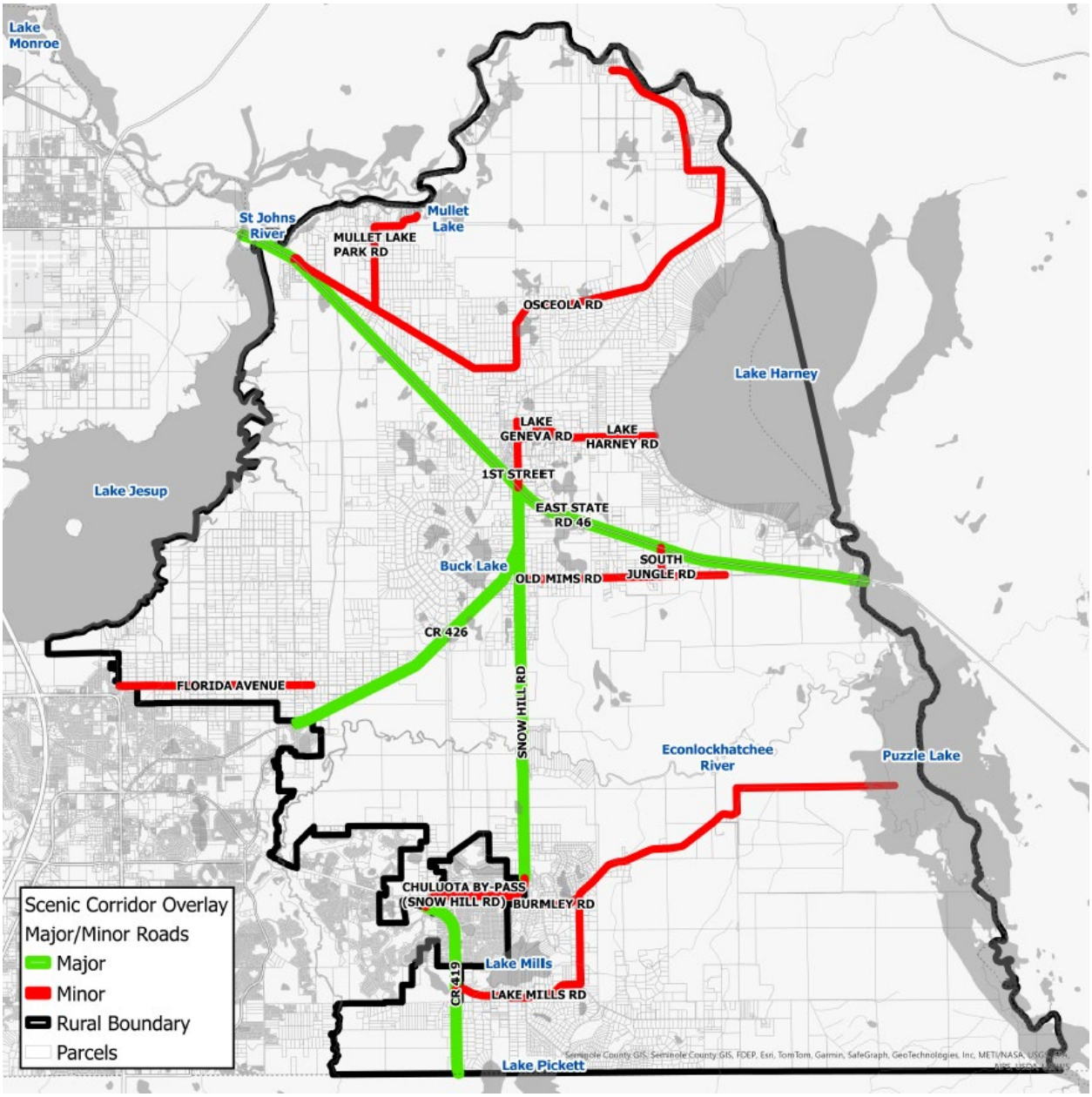
(1) Major roads (as the term is used in this Part): County Road 419 from Lockwood Road to the Seminole County line, State Road 46 from Lake Jesup to the Seminole County line, County Road 426 from State Road 434 east to the Seminole County line, and the entire length of Snowhill Road.

(2) Minor roads (as the term is used in this Part): The entire length of Florida Avenue, Lockwood Road, Lake Mills Road/Brumley Road that "loops" Lake Mills, the Chuluota By-Pass, Lake Geneva Road, 1st Street, Lake Harney Road, Old Mims Road/Jungle Road south of State Road 46, Osceola Road, and Mullet Lake Park Road.

~~**Scenic Corridor**~~



Scenic Corridor Map



* * *

Sec. 30.10.3. Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.

* * *

30.10.3.2 Purpose. The purpose of this Part is to ~~insure~~ ensure that the designated Gateway Corridor is developed in a manner which:

(a) ~~Insures~~ Ensures the roadway is developed into a well landscaped, scenic gateway;

(b) Provides uniform design standards to establish high quality development;

(c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures;

(d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;

(e) Maintains and enhances property values;

(f) Preserves natural features to the extent practicable; and

(g) Recognizes and makes allowances for existing uses and buildings

* * *

30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria:

(a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size.

(b) Ground signs.

(1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three

hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot.

(2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick or alternative materials such as rock, stone, or metal as may be approved by the Planning Manager if determined that the alternative material would be architecturally compatible.

(3) Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture.

(4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk.

(5) The planter setback shall be a minimum of five (5) feet from the right-of-way.

(6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet. Ground sign base, sides and top are excluded from the sign area calculation.

(c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel.

(d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights.

(e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign.

(f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters.

(g) Exempted signs. Temporary signs. ~~Real estate signs.~~

(h) Flags. A maximum of three (3) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. ~~Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1) local/County flag per parcel, each a maximum of thirty-five (35) square feet.~~

(i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening

* * *

Sec. 30.10.8. Airports.

* * *

30.10.8.16 Noise.

(a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such

uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study.

(b) ~~Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.~~ New residential developments within the Orlando Sanford International Airport Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan, are required to record, in the public records of Seminole County, Florida, an avigation easement over the property to inform potential residences of the impact of aircraft overflights. The avigation easement shall be in a form approved by the County, and the costs associated with preparation and recording of the easement are the responsibility of the applicant.

* * *

Sec. 30.10.11. Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.

(a) Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "State Road 46 Gateway Corridor Overlay Standards Zoning Classification".

(b) The State Road 46 gateway corridor ("corridor" throughout this Part) subject to the provisions of this Part shall encompass the area of State Road 46 lying between the CSX Railroad

right-of-way immediately east of the intersection of State Road 46 and Airport Boulevard to North Center Road, which is located approximately eight hundred (800) feet west of the intersection of State Road 46 and Orange Boulevard including all property within three hundred twenty (320) feet of the centerline of State Road 46 throughout such area including intersecting roadways to the same depth.

(c) The provisions of this Part, except for the provisions relating to burial of utility service lines, wall requirements and building setback requirements shall not apply to parcels assigned a single family residential zoning classification or with an existing residential use.

30.10.11.1 Purpose/application of other Code provisions.

(a) The purposes of this Part are to ~~insure~~ ensure that the designated State Road 46 gateway corridor is developed in a manner which:

(1) Ensures the development of the corridor as a well landscaped and scenic gateway.

(2) Provides uniform design standards to establish high quality development.

(3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures.

(4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement.

(5) Maintains and enhances property values.

(6) Preserves natural features to the maximum extent practicable.

(7) Recognizes and makes allowances for existing uses and buildings.

(b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and

provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set forth in Part 10 of Chapter 40 pertaining to site plan requirements.

* * *

30.10.11.6 Signage.

(a) All ~~point of sale signs~~ and subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive.

(b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use.

(c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above ground light source shall be located and hidden within

the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way.

(d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation.

(e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage.

(f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent ~~with Subparagraph 30.1243(2)d~~ Section 30.13.3, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)

* * *

Sec. 30.10.12. Oxford Place Overlay District.

* * *

30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section ~~30.1.5(a)~~ 30.3.1.5 of this Code:

(a) Communication towers; and

(b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors.

* * *

30.10.12.13 Open space, buffering, and landscaping.

(a) Open Space.

(1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated.

(2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions.

(3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section ~~30.14.2.4(f)~~ 30.14.2.3(D).

(4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features:

a. Outdoor patio/cafe seating areas;

b. Pedestrian plazas/kiosk areas;

c. Water features with seating areas;

d. Rain gardens and/or bioswales;

e. Stormwater planters.

(5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded.

(b) Buffering.

(1) Buffers within the Overlay District shall be required as follows:

a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 ~~Part 67~~ Part 14, except that no such buffer shall have an opacity of less than 0.3 as specified in Section ~~30.14.5(b)(1)~~ 30.14.6(a).

b. On development sites adjacent to the District perimeter boundary facing US 17-92 and SR 436 shall provide the following buffering facing said roadways:

1. Adjacent to overhead utilities:

Five (5) understory trees per one hundred (100) feet of roadway frontage.

Five (5) shrubs per one hundred (100) feet of roadway frontage.

Three (3) foot tall continuous hedge.

2. No overhead utilities:

Five (5) canopy trees per one hundred (100) feet of roadway frontage.

Five (5) shrubs per one hundred (100) feet of roadway frontage.

Three (3) foot tall continuous hedge.

c. On any development site, including parcels internal to the District, buffering may be required by the Board of Adjustment as a condition of approval for a variance or by the Board of County Commissioners for a special exception pursuant to Section 30.3.1.5.

(c) General Landscaping.

(1) Landscaping not associated with buffers or parking lots shall be provided within required open space areas, and meet the following criteria:

a. Required plantings per one thousand (1,000) square feet of building footprint area:

One (1) canopy tree.

Two (2) understory trees.

Seventeen (17) shrubs.

At the applicant's discretion, two (2) understory trees may be substituted for each one (1) required canopy tree.

b. General landscaping shall be provided on the ground, and/or in tree wells, pots or raised planter boxes, within a specified distance from a building as follows:

Canopy trees	20 feet
Understory trees	10 feet
Shrubs	10 feet

c. All general landscape plantings shall be visible from a public or private street, bicycle path, or pedestrian walkway.

* * *

30.10.12.15 Signage.

(a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC.

(b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the standards of Chapter 30, Part 13, except for wall signs, which shall meet the following standards:

(1) Wall ~~(building)~~ Signs.

a. ~~Wall signs may not be used in conjunction with blade signs;~~ Must comply with the requirements of Sec. 30.13.3(3).

b. ~~Commercial uses (retail, office and restaurant):~~ One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet;

~~c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street;~~

~~d.~~ c. Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum.

~~e.~~ d. May encroach a maximum of twelve (12) inches over a sidewalk while maintaining a vertical clearance of eight (8) feet from the finished sidewalk;

~~f. Wall signs should not obscure windows, grill work, piers, pilasters, and ornamental features. Typically, wall signs should be centered on horizontal surfaces (i.e., over a storefront opening); and~~

~~g. Wall signs may be internally or externally lit. Cutoff fixtures shall be angled toward the face of the wall sign and shall complement the design of the building through style, material and color.~~

~~**Figure 9: Wall (Building) Sign Illustrative Examples**~~



~~(2) Window Signs.~~

~~a. Window signs may be used in conjunction with other signs;~~

~~b. Limited to thirty (30) percent of the window area; and~~

~~c. The following shall be exempt from this limitation:~~

~~i. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall be limited to ten (10) percent of the window area.~~

~~Figure 10: Window Signs Illustrative Examples~~



~~(3) Blade Signs.~~

~~a. Blade signs may not be used in conjunction with wall signs;~~

~~b. Shall be permitted for all commercial uses only (retail, restaurant, and office);~~

~~c. Maximum four (4) square feet per sign face;~~

~~d. May encroach a maximum of three (3) feet over a public sidewalk/R-O-W; and~~

~~e. Blade signs may be attached to the building or hung under the soffit of an arcade or under a canopy/awning while maintaining a vertical clearance of eight (8) feet from the finished sidewalk.~~

~~Figure 11: Blade Signs Illustrative Examples~~



~~(4) Awning Signs.~~

~~a. Awning signs may not be used in conjunction with canopy signs;~~

~~b. The character height shall not exceed two-thirds (⅔) of the height of the face (vertical or near vertical part) of the awning;~~

~~c. When possible, signs shall be horizontally and vertically centered on the face of the awning; and~~

~~d. The sign shall not exceed one square foot per linear foot of canopy face length.~~

~~Figure 12: Awning Signs Illustrative Examples~~



~~(5) Canopy Signs.~~

~~a. Canopy signs may not be used in conjunction with awning signs;~~

~~b. The placement of this type of sign shall be limited to the canopy face length;~~

~~c. No sign shall project beyond the perimeter of the canopy; and~~

~~d. The sign shall not exceed one square foot per linear foot of canopy face length.~~

~~Figure 13: Canopy Signs Illustrative Examples~~



~~(6) Menu Board Signs.~~

~~a. One menu board shall be allowed per street address;~~

~~b. Menu boards shall not exceed eight (8) square feet in size and shall be positioned so as to be adjacent to the restaurant or business listed on the board and information on the board shall advertise exclusively the goods and services of the business and be placed in a manner which is clearly visible to pedestrian traffic and in compliance with all Americans with Disabilities Act (ADA) regulations;~~

~~c. Menu boards shall not be placed in the right-of-way;~~

~~d. All standing menu signs shall be removed at the end of each business day; an~~

~~e. All wall menu signs shall be securely anchored to a wall.~~

~~Figure 14: Menu Board Signs Illustrative Examples~~



~~(7) Wayfinding Signs.~~

~~a. Internal development wayfinding signs may provide location maps, directions, general information and special notices to add liveliness of the development, as shown on Figure 15. The signs shall be designed to match the site architecture and be integrated into the layout of pedestrian circulation areas.~~

~~b. Wayfinding signs may be placed on private property or within public right-of-way with a Right-of-Way Use Permit but shall not block site lines or impede safe American with Disabilities Act (ADA) access.~~

~~Figure 15: Wayfinding Signs Illustrative Examples~~



~~(8) Gateway Feature Entrance Signs.~~

~~a. Gateway Feature Entrance signs are permitted at the main entrances of Oxford Place at the intersections of:~~

~~i. US Hwy 17-92 and the Fern Park Boulevard Extension;~~

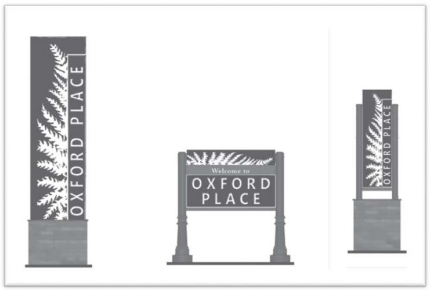
~~ii. US Hwy 17-92 and Fernwood Boulevard; and~~

~~iii. SR 436 and Oxford Road~~

~~b. Gateway Feature Entrance Signs may be placed on private property or within public right-of-way with a Right-of-Way Use Permit.~~

~~c. Gateway Feature Entrance Signs shall not block site lines or impede safe American with Disabilities Act (ADA) access.~~

~~Figure 16: Gateway Feature Entrance Signs Illustrative Examples~~



* * *

Sec. 30.10.14. Overlay Areas of the Urban Centers and Corridors Overlay.

30.10.14.1. Creation of Overlay Areas.

(a) The Seminole County Comprehensive Plan requires the Core Area be established within the Land Development Code.

(b) This section establishes the criteria for the Core Area.

(c) Properties located within the Core Area are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan.

(d) Properties located in the Urban Centers and Corridors but not within the Core Area shall be known as the "Remainder Area."

30.10.14.2. Purpose.

The purpose of the Core Area is to:

(a) Encourage phased, infill, and redevelopment in a compact and walkable form;

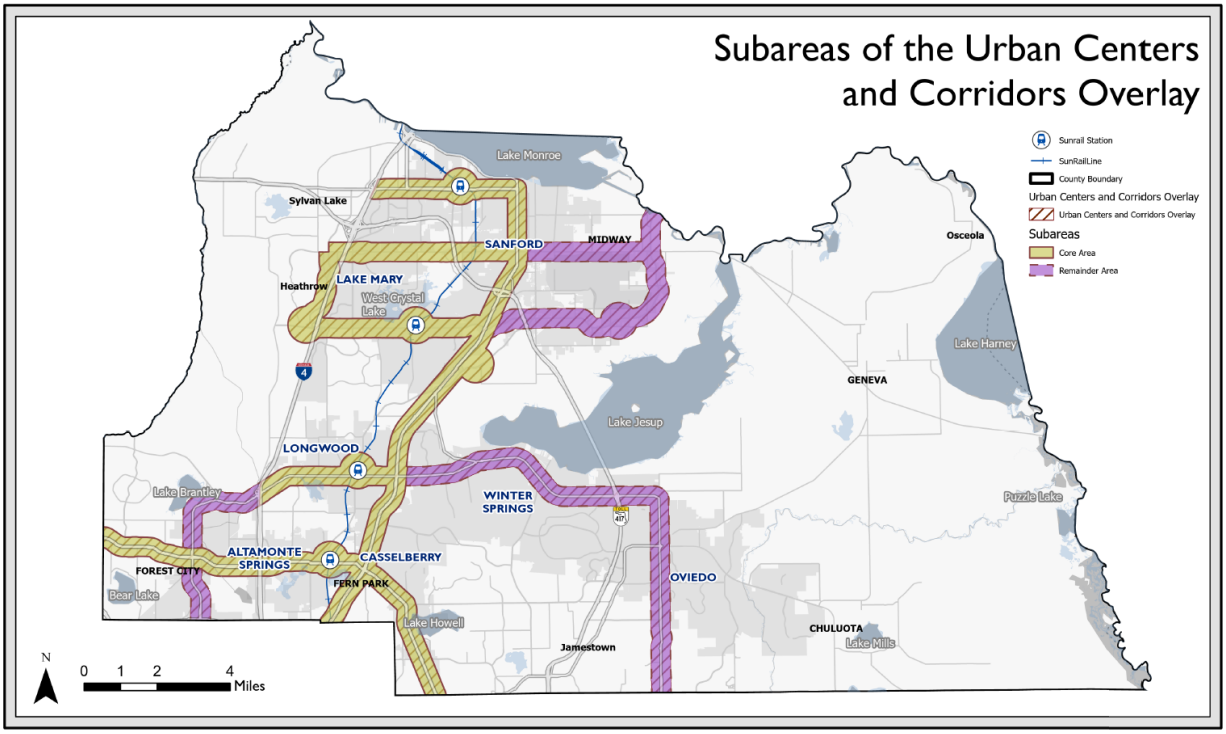
(b) Promote a mix of jobs and housing;

(c) Support multimodal transportation and reduce sprawl; and

(d) Incentivize affordable and workforce housing by the private sector.

30.10.14.3. Core Area Map.

The Core Area Map illustrates those portions of the Urban Centers and Corridors Overlay that are part of the Core Area. All areas not designated as part of the Core Area are consider the "Remainder Area" and subject to the standards thereof.



Core Area Overlay Map

PART 11. PARKING AND LOADING REGULATIONS

* * *

Sec. 30.11.4. Parking reductions and exceptions.

30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:

(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings:

(1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted.

~~(2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation.~~

~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply.

(b) ~~For existing developed properties on small sites when granting such a variance would preserve existing infrastructure:~~

~~(1)~~ For existing developed properties of less than three (3) acres when granting a variance would preserve existing infrastructure: if complying with the requirements of this Part would render the property unusable for the continuation of uses similar to the historic use of the property or require demolition of existing buildings to achieve an economically viable use, the Development Services Director may grant a reduction in parking or parking lot landscaping requirements sufficient to continue economic viability of the property without the need to demolish buildings on the property or adjacent sites.

* * *

~~**Sec. 30.11.5. Electrical vehicle (EV) readiness.**~~

~~30.11.5.1 Purpose. The requirements of this Part are intended to provide electric vehicle charging abilities distributed throughout the County to serve public mobility needs, prepare for emerging electric vehicle technologies, improve air quality, and achieve County sustainability goals.~~

~~30.11.~~

~~Applicability. The requirements of this Part shall apply to new development or substantial enlargement of structures. Only the new parking spaces added as part of a substantial enlargement are subject to the requirements of this Section.~~

~~30.11.5.3 General Requirements.~~

~~(a) EV Readiness requirements are categorized in two levels as follows:~~

~~(1) EV Capable: These parking spaces prepare for future Electric Vehicle Supply Equipment (EVSE) installation by providing dedicated electrical capacity sufficient for Level 2 charging or greater and conduit to the EV Capable space. These spaces do not require wiring to the space or a receptacle.~~

(2) EVSE Installed: These parking spaces are reserved for EVs and provide drivers the opportunity to charge electric vehicles using EV charging stations rated sufficient for Level 2 charging or greater. These spaces should be installed per the requirements of the National Electrical Code (NFPA 70) as adopted and amended by the State of Florida.

30.11.5.4 Number of Spaces Required.

(a) The EV parking requirements are based on a percentage of the minimum required parking spaces of this Part.

TYPE	EV Capable**	EVSE Installed (threshold)**
Certified Affordable Multi-Family Housing	20%	N/A
Structured Parking (except Certified Affordable Multi-Family Housing)	20%	2% (requirement begins at 50 spaces)
Surface Parking:		
Multi-Family and Hotel	20%	2% (requirement begins at 50 spaces)
Commercial* (office, retail, and public, recreational & institutional uses)	10%	2% (requirement begins at 250 spaces)
Industrial (employee parking only)	10%	2% (requirement begins at 250 spaces)
*Commercial projects for fuel retailers in which automotive services is the primary use are excluded from requirements contained in this Section. **All partial space requirements are rounded down. Percent of required parking spaces.		

30.11.5.5 Location.

(a) For Planned Developments and major PD amendments, the number of EV Capable and EVSE Installed required spaces must be indicated on the MDP and placement must be identified during the final engineering/site plan approval. For all other projects the placement of the EV Capable and EVSE Installed required spaces must be identified during the final engineering/site plan approval process.

30.11.5.6 Design.

(a) Charging equipment must be mounted on the wall or on a structure at the end of the electric vehicle parking space provided.

~~(b) No charging devices may be placed within the dimensions of a space, on the sides, or entrance to a space.~~

~~(c) When cords and connectors are not in use, they shall be retracted or stored sufficiently high above the pedestrian surface and the parking lot as to prevent conflicts with pedestrians and vehicles.~~

~~(d) Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk or walkway.~~

~~(e) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.~~

~~(f) Alternative designs may be approved by the Planning Manager.~~(g)~~Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements.~~

~~**30.11.5.7 Accessibility.** A minimum of one (1) EVSE Installed space must be ADA accessible. For projects with more than 25 EVSE installed spaces, additional accessible stations must be provided at a rate consistent with accessibility standards for general parking.~~

~~**30.11.5.8 Signage.** All EVSE Installed parking spaces shall be designated with signage consistent with MUTCD standards.~~

* * *

Sec. 30.11.7. Miscellaneous design standards.

(a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any

combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations.

(b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties.

(c) Setbacks and clearance of residential garages.

(1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces

(2) Garage doors facing a rear alley

a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows:

1. Less than eight (8) feet or;

2. More than twenty (20) feet.

b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement

(3) Attached single-family units with garages on public streets are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners. On private streets, the Development services director may waive this based on compatibility with surrounding area and configurations of the lots.

* * *

PART 13. SIGN REGULATIONS

* * *

Sec. 30.13.3. Sign standards.

(a) On-premise permanent signs.

(1) ~~Permanent.~~ In general.

a. ~~*Point of sale.*~~ Maximum copy area.

~~1.~~ Maximum allowable copy area for wall and ground/pole signs, unless otherwise specified, shall be a total sign area of two (2) square feet for each linear foot of primary building frontage. For buildings with a secondary frontage, a sign may be placed on the secondary building frontage with a maximum copy area of one (1) square foot per linear foot of the secondary frontage, unless prohibited by ~~located within~~ a special overlay district.

~~2.~~ The total ~~point of sale~~ sign copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises.

b. Location Restrictions. Signs shall not be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part thereof. A sign

shall not be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

c. Multi-Faced Signs. On any sign with more than one face, the maximum number of surfaces visible from any location will be counted; provided, however, that all surfaces of a multi-faced sign shall be equal in size and height and contained within a common perimeter.

d. Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5-foot candles at the property line.

e. Visibility. No freestanding sign shall extend or be located within the sight triangle.

(2) Freestanding signs.

a. ~~3.~~ Ground/Pole Signs.

1. ~~aa.~~ Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage.

2. ~~bb.~~ The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4).

3. ~~cc.~~ No ground/pole sign nor its parts shall move, rotate, use animation or flashing lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds.

4. ~~dd.~~ The sign pole or base must be set back a minimum of ten ~~structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten~~ (10) feet ~~to~~ from the property line.

5. Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign face. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet.

~~4. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line.~~

b. Shopping center signs.

1. Shopping Centers and Commerce Centers have a concentration of businesses and non-commercial enterprises that may draw customers from throughout the region. This section of code authorizes additional freestanding sign area beyond

the limits of the base allowable copy area in Section 30.13.3(A)(1)(a). This sign area shall be based on the total building area within the shopping centers as follows:

Community Shopping Centers and Commerce Centers with a building area of 150,000—399,999 sq. ft. shall be allowed an additional 150 sq. ft. of copy area for a freestanding sign.

Regional Shopping Centers and Commerce Centers with a building area of 400,000 sq. ft. or more shall be allowed an additional 200 sq. ft. of copy area for a freestanding sign.

2. Shopping Center Signs are not counted towards maximum sign copy area. The maximum copy area calculation shall be used to allot wall signage for each tenant.

~~b.~~ c. Subdivision signs.

1. May be located in any district, provided the development is a permitted or approved use in such a district.

2. Such signs shall not be located nearer than ~~twenty-five (25)~~ five (5) feet from ~~any intersection of the street right-of-way~~ the property line, and shall be located outside of any Sight Distance Triangle.

3. Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard.

4. In Residential Districts, there shall be no flashing or animated signs. ~~Also, sign lights shall be so focused, directed, and so arranged as to prevent glare~~

~~or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line.~~

5. Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road.

~~e.~~d. *Flags.* A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags.

e. Wayfinding Signs.

1. Internal development wayfinding signs may provide location maps, directions, general information and special notices to the development.

2. One (1) sign per access point or internal driveway intersection is permitted.

3. If less than four (4) square feet, wayfinding signs do not count towards maximum sign copy area.

Figure 13.3A Wayfinding Signs Illustrative Examples



(3) Wall signs

a. Wall signs are subject to the maximum allowable copy area calculation but are limited to a maximum of 200 square feet;

b. Wall signs may be used in conjunction with blade signs;

c. Wall signs should not obscure windows, grill work, piers, pilasters, or ornamental features. Typically, wall signs should be centered on horizontal surfaces;

d. Electronic messaging associated with wall signs is not permitted; and

e. Awning and canopy signs shall follow the same provisions as wall signs.

Figure 13.3B Wall sign Illustrative Examples



Figure 13.3C Awning Signs Illustrative Examples



Figure 13.3D Canopy Signs Illustrative Example



(4) Window graphics and signs.

a. Window graphics and signs may be used in conjunction with other signs;

b. Window graphics and signs are limited to thirty (30) percent of the window area. The following shall be exempt from this limitation: Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs.

Figure 13.3E Window Signs Illustrative Examples



(5) Blade signs.

a. Blade signs may be used in conjunction with wall signs;

b. Blade signs shall be permitted for uses allowed in the Commercial and Industrial Districts;

c. Only one blade sign per establishment is permitted;

d. The maximum allowable copy area for the blade sign shall be four (4) square feet per sign face and does not count towards the maximum allowable copy area for on-premise permanent signs;

e. A blade sign may encroach up to three (3) feet over a private sidewalk, measured horizontally from the face of the wall, while maintaining a vertical clearance of eight (8) feet from the finished sidewalk.

Figure 13.3F Blade Signs Illustrative Examples



~~(2)~~ (b) On-premise *Temporary* signs.

~~a.~~ (1) *Trailer signs.*

~~1.~~ a. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited

from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign.

~~2.~~ b. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road.

~~3.~~ c. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited.

~~4.~~ d. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit.

~~5.~~ e. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face.

~~6.~~ f. Trailer signs shall be limited to commercial and industrial districts.

~~7.~~ g. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location.

~~8.~~ h. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels.

~~9.~~ i. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs.

~~10.~~ j. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign.

~~11.~~ k. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order would permit the property owner to erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property.

~~b.~~ (2) *Real estate signs.*

~~1.~~ a. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet.

~~2.~~ b. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed.

~~3.~~ c. In residential districts, no sign over six (6) square feet shall be erected closer than one hundred (100) feet from the nearest existing house.

~~4.~~ d. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet.

~~5.~~ e. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease.

~~6.~~ f. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road.

~~e.~~ (3) *Construction signs.*

~~1.~~ a. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy.

~~2.~~ b. Such signs must be set back in accordance with the building setback requirements of the district.

~~d.~~ (4) *Banners, pennants, balloons, streamers, and similar displays.* Banners, pennants, balloons, streamers, and similar displays shall be allowed:

~~1.~~ a. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening.

~~2.~~ b. For ~~noncommercial~~ activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity.

~~e.~~ (5) *Motor vehicle sign.* A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising.

~~f.~~ (6) *Inflatable advertisement.* Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area.

~~g.~~ (7) *Signs to mitigate impacts of road construction projects.* Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer.

~~(b)~~ (c) *Off-premise signs.*

(1) ~~*Permanent.*~~ Outdoor advertising signs

~~a. *Outdoor advertising signs.*~~

~~1.~~ a. Shall be permitted as specified in the applicable zoning classifications.

~~2.~~ b. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped buffer~~yard~~. The landscaped buffer~~yard~~ shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting.

~~3.~~ c. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway.

~~4.~~ d. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road.

~~5.~~ e. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees.

~~6.~~ f. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign.

7. g. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve.

~~b.~~ (2) *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions:

~~1.~~ a. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign.

~~2.~~ b. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location.

~~3.~~ c. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations.

~~4.~~ d. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part.

~~c.~~ (3) *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to:

~~1.~~ a. Location, size, and construction of benches and shelters;

~~2.~~ b. Permitting and removal procedures; and

~~3.~~ c. Maintenance and insurance responsibilities of permit holder.

~~(2) *Temporary.*~~

~~a.~~ (4) *Special event signs.* Special event signs may be displayed a maximum of seven (7) days following the event.

* * *

Sec. 30.13.5. Prohibited signs.

The following signs are prohibited:

~~(1)~~ (a) Snipe signs.

~~(2) Freestanding signs.~~

~~(3) Any sign containing statements, words, or pictures of an obscene nature~~

~~(4)~~ (b) Any sign which obstructs the view in any direction at a street, road, or access drive.

~~(5) Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue.~~

~~(6)~~ (c) Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.

Sec. 30.13.6. Nonconforming signs.

Any sign which conformed to the existing zoning regulations when erected and subsequently is declared nonconforming due to the enactment of this Part or any amendment to the zoning regulations may continue in place subject to the following provisions:

(a) Outdoor advertising signs.

(1) Signs that are nonconforming due to zoning may not be moved, structurally altered, or repair work accomplished that would require replacement of more than fifty (50) percent of any one (1) sign's supporting members without complying with all provisions of this Part.

(2) Signs that are nonconforming on the effective date of Ordinance 90-9 (April 24, 1990), due to size, height or construction requirements shall be brought into compliance with the size, height and construction standards set forth in this Code prior to February 1, 2001.

(3) Notwithstanding anything provided in subsection (2) to the contrary, in furtherance of Section 479.15, Florida Statutes, this Section shall not require the alteration or removal of any signs declared nonconforming by this Part that were lawfully erected along any portion of the interstate or federal-aid primary highway system. Provided, however, that an applicant for a permit to construct a new sign located adjacent to the interstate or federal-aid primary highway system or to rebuild a previously nonconforming sign located adjacent to the interstate or federal-aid primary highway system shall construct the sign in accordance with the standards of this Part.

(b) ~~Point of sale signs.~~ All other nonconforming signs.

(1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations.

(2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner.

(3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990.

(4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990.

(c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.

* * *

Sec. 30.13.16. RP ~~and OP~~ signage regulations.

~~30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be~~

~~closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.~~

Freestanding signs are limited to a maximum of twenty-four (24) square feet.

(a) Main entrance. At a main entrance to an office development, one (1) detached pole sign giving the name of the principal tenant may be permitted. No sign shall exceed one (1) square foot in area for each one (1) linear foot of lot frontage along the street on which the sign faces and shall be limited to a total structure height of fifteen (15) feet above grade. A sign may be illuminated provided the bulbs are not visible; however, no flashing lights or lights giving the illusion of motion shall be permitted. Sign illumination shall be of low intensity so as not to be a nuisance to surrounding areas.

(b) Directory sign. A directory sign not intended or designed to be read from a roadway may be permitted within the office complex.

(c) Prohibited signs. The following types of signs shall be prohibited: Off-premises advertising signs or billboards, trailer signs, snipe signs, and window signs which are visible from any residential building or public right-of-way.

* * *

PART 14. LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE

Sec. 30.14.1. General Purpose and water efficient landscaping criteria~~, intent, and definitions~~.

(a) The purpose of this Part, in general, is to provide for quality community character, to shade impervious surfaces, to protect against potential land use conflicts, and to define logical areas for pedestrian and vehicular circulation.

The purpose of the water-efficient landscaping criteria included herein is to establish minimum standards for the development, installation, and maintenance of all landscaped areas required by this Code without inhibiting creative landscape design. Specific water conservation measures are required, such as the preservation of existing natural vegetation when appropriate. The establishment of these minimum requirements and the encouragement of resourceful planning are intended to protect and preserve the appearance, environmental quality, character, and value of surrounding neighborhoods and thereby promote the public health, safety and general welfare of the citizens of Seminole County.

(b) Creative site development concepts shall be used in order to promote water conservation. Water-conserving site development concepts may include, but are not limited to:

(1) The preservation of existing plant communities;

(2) The use of native plant species;

(3) The re-establishment of native plant communities;

(4) The use of drought-tolerant plant species;

(5) The use of site-specific plant materials;

(6) The design, installation, and maintenance of irrigation systems that eliminate the waste of water due to over-application or loss from damage;

(7) The use of shade trees to reduce transpiration rates of lower-story plant materials;

(8) Placement of vegetation in such a way that promotes energy conservation through shading;

(9) The use of pervious paving materials;

(10) The use of water efficiency in landscaping;

(11) Other environmentally sensitive site development concepts.

(c) Vegetation protection and preservation objectives are intended to:

(1) Reduce the use of irrigation water in open space areas by promoting the preservation of existing plant communities;

(2) Prevent the removal of existing vegetation in advance of the approval of land development plans;

(3) Prevent the removal of existing vegetation when no replacement vegetation plan has been prepared for the site.

(d) To achieve the objectives of these land development regulations, this Code incorporates six (6) basic principles of water-efficient landscaping. These principles are set forth below for the purpose of giving guidance and direction for administration and enforcement:

(1) Planning and design;

(2) Appropriate plant selection;

(3) Practical turf areas;

(4) Efficient irrigation;

(5) Use of mulches;

(6) Appropriate maintenance.

(e) The provisions of this Part shall apply to all real property situated within the unincorporated areas of Seminole County that are required to be landscaped by this Code.

Sec. 30.14.2. Open space.

30.14.2.1 Purpose and Applicability.

(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~

(1) active and passive recreation for residents, employees, and visitors of the development;

(2) conservation and restoration of natural systems and wildlife habitats; and

(3) preservation of community character through views of vegetation and natural features.

(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.

~~(c) The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

~~(d)~~(c) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

Zoning District	**Open Space Percentage**

A-1	-
A-3	-
A-5	-
A-10	-
OP	25%
CN	25%
CS	25%
C-1	25%
C-2	25%
C-3	25%
M-1A	25%
M-1	25%
M-2	25%
PD	25%
PLI	25%
RC-1	-
R-1AAAA	-
R-1AAA	-
R-1AA	-
R-1A	-
R-1	-
R-1B	-
R-1BB	-
R-2	-
R-3	25%
R-3A	25%
R-4	25%
RM-1	25%

RM-2	25%
RM-3	25%
RP	25%
UC	25%

~~30.14.2.2 Nonresidential Open Space.~~

~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~

~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~

~~(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.~~

~~(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~

~~(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:~~

~~(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and~~

~~(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.~~

~~(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.~~

~~(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.~~

~~(h) Site features noted in Section 30.14.2.5 may also be counted as open space.~~

~~30.14.2.3 Residential Open Space.~~

~~(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and~~

~~shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.~~

~~(b) Open space shall be located entirely within the boundaries of the project. In no case shall the required open space occupy any portion of a privately owned residential lot.~~

~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~

~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~

~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per~~

~~dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~

~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~

~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~

~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~

~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~

~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~

~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~

~~(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:~~

~~a. Fountain~~

~~b. Stabilized walking path~~

~~c. Exercise equipment~~

~~d. Benches for seating~~

~~e. Tot lot or mini-park~~

~~(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:~~

~~(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.~~

~~(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.~~

~~(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.~~

~~(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.~~

~~(l) Required landscaped areas and buffers may not be credited toward the required open space area.~~

~~(m) Site features noted in Section 30.14.2.5 may also be counted as open space.~~

~~30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.~~

~~(a) The purpose of open space in infill development, redevelopment, and mixed use developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~

~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~

~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~

~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~

~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~

~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~

~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~

~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities when available for use and enjoyment by all residents or users of a development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.~~

~~(k) Site features noted in Section 30.14.2.5 may be counted as open space.~~

~~30.14.2.5 Permitted Open Space Features.~~

~~Feature~~	~~Nonresidential Open Space~~	~~Residential Open Space~~	~~Mixed Use Infill, Redevelopment~~
~~100-year floodplain~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Borrow pits~~	~~Y**~~	~~Y**~~	~~Y**~~

~~Clubhouse/admin. Offices fitness center~~	~~N~~	~~Y~~	~~Y~~
~~Curated art museums/galleries~~	~~N~~	~~N~~	~~Y~~
~~Decorative fountain, Interactive fountain~~	~~Y~~	~~Y~~	~~Y~~
~~Fitness center internal to the residential portion of a development~~	~~N~~	~~N~~	~~Y~~
~~Lakes~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Outdoor exercise trail~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor dining/seating areas not limited to patrons of a single business~~	~~Y~~	~~N~~	~~Y~~
~~Outdoor recreation facilities~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor sculpture garden~~	~~Y~~	~~Y~~	~~Y~~
~~Outparcels~~	~~N~~	~~N~~	~~N~~
~~Parking lots~~	~~N~~	~~N~~	~~N~~
~~Paved jogging and bicycling path~~	~~Y~~	~~Y~~	~~Y~~
~~Plant conservatory~~	~~N~~	~~N~~	~~Y~~
~~Platted residential lots~~	~~—~~	~~N~~	~~N~~
~~Power line easements~~	~~Y~~	~~Y****~~	~~Y~~
~~Power line easements or R/W containing trails or similar rec. amenities~~	~~Y~~	~~Y~~	~~Y~~
~~Private roads~~	~~N~~	~~N~~	~~N~~
~~Public plazas with benches and shade trees~~	~~Y~~	~~Y~~	~~Y~~
~~Public road R/W~~	~~N~~	~~N~~	~~N~~
~~Required buffer areas~~	~~Y~~	~~N~~	~~Y~~
~~Retention (amenitized per Code)~~	~~Y~~	~~Y~~	~~Y~~
~~Retention (not amenitized)~~	~~N~~	~~N~~	~~N~~
~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~
~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

~~Table notes:~~

~~Y = Permitted to be counted toward area requirements.~~

~~N = Not permitted to be counted toward area requirements.~~

~~*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.~~

~~**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(l).~~

~~***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.~~

~~****If allowed by utility company.~~

30.14.2.2 Open Space in General.

(a) Open space shall be located entirely within the boundaries of the development. For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.

(b) Open space shall be maintained to preserve its required function(s) as follows:

(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.

(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.

(c) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.

30.14.2.3 Types of Open Space.

(a) Site features noted in Table 2.3: Permitted Types of Open Space may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:

Table 2.3: Permitted Types of Open Space
100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

(b) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required Open Space; except that for non-residential developments of one (1) net buildable acre or less, only natural lakes and wetlands combined may account for the maximum of fifty (50) percent limitation and retention areas and buffers may account for up to one hundred (100) percent of the required open space.

(c) Natural lakes may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(d) Stormwater retention ponds may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) The pond shall be accessible to all residents, employees and/or visitors.

(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.

a. The pond shall have a curvilinear shape simulating a natural water body.

b. The pond shall have no steeper than a 4:1 slope with no fencing.

c. The pond shall be sodded or dressed with equivalent ground cover.

d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.

e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project, a total of four of the following features shall be required:

1. Fountain

2. Stabilized walking path

3. Exercise equipment

4. Benches for seating

5. Tot lot or mini-park

6. Nature interpretation stations

7. Pavilion or other shaded structures

8. Other features in addition to, or substituting for, the aforementioned may be approved by the Development Services Director if consistent with the intent of this Part.

f. A littoral zone with plantings is required for wet ponds.

1. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required.

2. Landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.

(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).

(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

(G) Utility easements can be counted as required open space only if allowed by the utility company benefiting from the easement.

30.14.2.4 Standards for Open Space.

Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.

If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.

Open space within a development must meet the following dimensional standards:

(a) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.

(1) Open space at least twenty (20) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.

(2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.

(3) Open space adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.

(4) If less than seven thousand five hundred (7,500) square feet of open space is required, then all provided open space must be contiguous.

(b) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:

(1) Dog parks and playgrounds may be fenced for safety purposes.

(2) Pools or other areas that must be fenced as required by state regulations.

(3) Railings and other decorative features that are not intended to limit access are permitted.

(c) Open space areas shall not contain storage areas or other service-related functions.

(d) Open space areas shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.

(e) Allowable features within recreational open space include but are not limited to:

(1) Paved jogging and bicycling path;

(2) Outdoor dining/seating areas not limited to patrons of a single business;

(3) Outdoor recreation facilities;

(4) Outdoor sculpture garden;

(5) Decorative fountain, Interactive fountain;

(6) Benches and shade; and

(7) Plant conservatory.

30.14.2.5 Use specific open space conditions.

(a) For single-family residential developments, the following conditions apply:

(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is

completed and available for use, unless the facility was not included in the overall open space calculation.

(2) Where intervening properties separate a dwelling unit from an area dedicated as open space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.

(b) For multi-family residential development, the following condition applies:

No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.

~~**Sec. 30.14.3. Buffering.**~~

~~30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.~~

~~Plant Group Options~~	~~Number~~	~~Plant Type~~
~~Plant Group A (Basic)~~	~~1~~	~~Canopy~~
	~~1~~	~~Understory~~
	~~1~~	~~Evergreen~~
	~~11~~	~~Shrubs~~
~~Plant Group B (Basic)~~	~~1~~	~~Canopy~~
	~~2~~	~~Understory~~

	~~17~~	~~Shrubs~~
~~Plant Group C (Height Restricted)~~	~~5~~	~~Understory~~
	~~16~~	~~Shrubs~~
~~Plant Group D (Basic)~~	~~3~~	~~Evergreen~~
	~~1~~	~~Understory~~
	~~13~~	~~Shrubs~~
~~Plant Group E (Low Level Visibility)~~	~~2~~	~~Canopy~~
	~~4~~	~~Shrubs~~

~~Note: See Section 30.14.16(b)(1) and (2) for minimum size at planting.~~

Sec. 30.14.4.~~3.~~ Buffering requirements in general.

(a) Buffers are described in terms of required opacity, or the degree of screening between two (2) adjoining uses or activities. An opacity of 0.1 screens ten (10) percent of an object, while an opacity of 1.0 completely obscures the object from view during summer months after all required plants have reached maturity.

(b) Buffers shall be located on the outer perimeter of a development site but entirely within the property bounds of such site and shall not include right-of-way or areas that will be dedicated as right-of-way. Buffers may be placed within utility easements, subject to verification that the dedicated use of the easement does not conflict with the function of the buffer. The owner of the property shall be responsible for replacement of landscape materials damaged or removed by the placement or maintenance of utilities within such easements.

(c) Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with minimum possible interference with the buffering function, as determined by the Development Services Director.

(d) Buffers are required for the following situations:

(1) For new development adjacent to existing development, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the land use intensity of the adjacent use(s). Required opacities are shown in Section ~~30.14.7(a)~~ 30.14.5(a). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(2) For new development adjacent to vacant land, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the Future Land Use designation of the adjacent property as established by the Seminole County Comprehensive Plan. Required opacities are shown in Section ~~30.14.7(b)~~ 30.14.5(b). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(3) For new development adjacent to roads and right-of-way, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the functional classification of the road or right-of-way, unless otherwise provided in this code. An unimproved right-of-way shall be assumed to contain the most intense road classification for which it was designed. Required opacities are shown in Section ~~30.14.7(c)~~ 30.14.5(c). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(4) Landscape buffers for parking lots shall be provided in accordance with Section ~~30.14.8.~~30.14.10.

(5) Landscape buffers for storage or loading areas that represent a special nuisance shall be provided in accordance with Section ~~30.14.9.~~30.14.11.

(e) Existing natural vegetation may be used in place of a required wall, fence, and/or landscaping where such vegetation consists of canopy and understory trees that meet the minimum buffer component requirements and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet. The landscape plan for the development shall include protection measures to preserve the natural buffer area during and after site development. Nothing provided in this paragraph shall prohibit the removal of invasive species.

~~(f) Buffer criteria varying from the requirements of this Part may be authorized by the Board of County Commissioners through approval of a Master Development Plan within the Planned Development (PD) zoning District in accordance with Sec. 30.8.5 or through approval of a special exception under Sec 30.3.1.5. Variations from the provisions of this Part may reduce or increase required opacities, or specify alternative buffer concepts, as appropriate to the site under consideration. In all cases, the relevant Board shall find that approved variations ensure compatibility between adjoining land uses and are consistent with the Comprehensive Plan.~~

~~Sec. 30.14.5. Standard bufferyards and permitted adjustments.~~

~~(a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section 30.14.7.~~

~~Opacity~~	~~Standard Bufferyard Width (ft.)~~	~~Number of Plant Units Groups per 100 feet~~	~~Structure Enhancement Required~~	~~Eligible for Adjustments**~~
~~0.1~~	~~10~~	~~1.00~~	~~None~~	~~No~~
~~0.2~~	~~10~~	~~2.00~~	~~None~~	~~No~~
~~0.2 (parking buffer)~~	~~10~~	~~1.00~~	~~3' masonry wall~~	~~No~~
~~0.3~~	~~15~~	~~2.60~~	~~None~~	~~Yes~~
~~0.4~~	~~15~~	~~2.25~~	~~3' hedge~~	~~Yes~~
~~0.5~~	~~25~~	~~2.70~~	~~6' masonry wall***~~	~~Yes~~
~~0.6~~	~~25~~	~~3.50~~	~~6' masonry wall***~~	~~Yes~~

0.7	40	2.90	6' masonry wall***	Yes
0.8	50	3.20	6' masonry wall***	No
0.9*	50	3.20	6' masonry wall	No
1.0*	50	3.80	6' masonry wall	No

Notes:

*These buffers only occur where nuisance buffers are required by Section 30.14.9.

**Subject to approval by the Development Services Director.

***Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

(b) Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be assumed to maintain the required opacities under Sections 30.14.7. These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements; however, the Development Services Director may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.

Permitted bufferyard adjustments shall be as follows:

(1) Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a reduction in landscape planting requirements. This reduction shall be applied equally to all plant types specified within the formula for the applicable plant group. In certain cases, the required buffer enhancement may be reduced as a result of increased buffer width. Adjusted buffer enhancement and planting requirements are as shown below:

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.4~~	~~20~~	~~2.00~~	~~None~~
~~0.5~~	~~35~~	~~2.25~~	~~3' hedge~~
~~0.6~~	~~35~~	~~2.70~~	~~3' hedge~~
~~0.7~~	~~55~~	~~2.25~~	~~3' hedge~~

~~(2) Reduced Buffer Widths. Buffers having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement. This increase shall be applied equally to all plant types specified within the formula for the applicable plant group. An upgrade in buffer enhancement features shall also be required. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.3~~	~~10~~	~~3.00~~	~~3' hedge~~
~~0.4~~	~~10~~	~~2.50~~	~~3' open metal fence and 3' hedge~~
~~0.5~~	~~15~~	~~3.25~~	~~6' masonry wall*~~
~~0.6~~	~~20~~	~~4.00~~	~~6' masonry wall*~~
~~0.7~~	~~30~~	~~3.50~~	~~6' masonry wall*~~
~~*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.~~			

Sec. 30.14.6.~~4.~~4. Determination of land use classifications and intensities.

(a) This Section classifies uses according to their potential impacts on surrounding properties. The impacts of higher intensity may include greater impervious surface coverage, causing increased stormwater runoff and reduced open space; increased bulk and height of buildings; increased traffic with associated noise and congestion; signs and exterior lighting visible from neighboring property; and late hours of operation. Under these regulations, a developer may either build at a lower intensity that minimizes nuisances to neighbors, or provide a ~~denser buffer~~ higher opacity if the land is developed at a greater intensity.

The range of intensity classes available to a use does not affect whether the use can locate on a site, but only how the use develops on that site. For example, an office use may meet the standards of any ~~of~~ land use intensity ~~classes~~ ratings V through IX, depending on building and site design. Performance standards are specified for each land use intensity ~~class~~ rating. Exceeding any single standard in a~~n~~ land use intensity ~~class~~ rating moves a use to the next higher intensity ~~class~~ rating.

(b) All land uses permitted by this Code are assigned a land use category for the purpose of determining buffering requirements. This classification system separates uses on the basis of the type and degree of "nuisance" or negative impact a use is likely to impose on adjacent properties. All uses within a use category are considered to have an equivalent impact on neighboring uses.

(c) A particular development or proposed development shall be assigned an intensity rating according to the table in paragraph (d) of this Section. Each land use category established in the table has one or more possible intensity ratings, depending on the specific characteristics of the site. The intensity rating for any site shall be determined by the elements that most appropriately measure intensity for a given land use category, such as, but not limited to, the impervious surface ratio (ISR), hours of operation, building height, ~~the floor area ratio (FAR),~~ and density.

~~The most extreme value for any measurement shall determine the intensity rating of the site.~~ To determine the site's land use intensity rating, the site's elements must fit within the parameters of the elements listed within the land use category. If the measurement of any listed element exceeds the amount within the land use intensity rating, the intensity rating shall increase

to the next rating (II-IX). For example, the table below shows that an office or general commercial use has possible land use intensity ratings of V, VI, VII, VIII, and IX.

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
~~Office~~ General Commercial and office										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
Height (feet)					15	25	35	50	50+	
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		

An ~~single-story~~ office development having building height of fifteen (15) feet ~~an FAR of no more than 0.20~~ would have an intensity rating of V. However, a site with the same ~~FAR~~ building height with ~~a building height greater than twenty-five (25) feet and no more than thirty-five (35) feet~~ hours of operation exceeding 7 a.m.- 9 p.m. would have an intensity rating of VII.

(d) A particular development or proposed development shall be assigned an intensity rating according to the table:

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
Rural/Agricultural (East Rural Area Only)										
Gross Density	0.33									
Residential										
Gross Density		4.00	7.0	10.0+		~~7.00~~	~~8.50~~	~~10.00~~	~~12.00~~	~~12.00+~~
~~Office~~										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
~~Height (feet)~~					~~15~~	~~25~~	~~35~~	~~50~~	~~50+~~	
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		

General Commercial and office										
~~FAR~~					~~0.15~~	~~0.20~~	~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)					15	~~20~~25	~~25~~ 35	~~35~~ 50	50+	~~50+~~
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Hours of Operation~~					~~7:00 a.m. 9:00 p.m.~~			~~Unlimited~~		
~~Height/Setback~~					~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~	~~—~~
Heavy Commercial										
~~FAR~~							~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)							25	35	50	~~50+~~
Hours of Operation							7:00 a.m. — 9:00 p.m.	Unlimited		
~~Height/Setback~~							~~1.0~~	~~2.0~~	~~> 2.0~~	~~—~~
Light Industrial										
ISR							0.5	~~0.5~~.75	0.75+	~~0.75~~
Height (feet)							35	~~35~~ 50	50+	~~50+~~
Hours of Operation							7:00 a.m. — 9:00 p.m.	~~7:00 a.m. — 9:00 p.m.~~ Unlimited		~~Unlimited~~
~~Height/Setback~~								~~0.66~~	~~1.0~~	~~1.0+~~
Heavy Industrial									all	~~all~~
Outdoor Recreation										
ISR		0.20	0.35	0.50	~~0.60~~ 0.70	~~0.70~~ 0.75	0.75+	~~0.75~~		
Height (feet)		15	20	25	~~35~~ 45	~~45~~ 50	50+	~~50+~~		

Institutional & Group Living										
~~ISR~~				~~0.20~~	~~0.30~~	~~0.45~~	~~0.60~~	~~0.75~~		
~~FAR~~				~~0.10~~	~~0.15~~	~~0.20~~	~~0.25~~	~~0.25+~~		
Height (feet)				~~15~~ 20	~~25~~ 35	~~35~~ 50	~~45~~ 50+	~~45+~~		
~~Height/Setback~~				~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		
Public Service										
ISR					~~0.20~~ 0.35	~~0.35~~ 0.50	~~0.50~~ 0.60	~~0.60~~ 0.65	~~0.65~~ 0.70 +	~~0.75~~
~~FAR~~					~~0.10~~	~~0.25~~	~~0.40~~	~~0.60~~	~~0.75~~	~~0.75+~~
Height (feet)					~~15~~ 25	~~25~~ 35	~~35~~ 45	~~45~~ 60	~~60~~ 60+	~~60+~~

Sec. 30.14.~~7.~~5. Required buffers.

(a) Buffers Adjacent to Developed Property. The standards in the table below address the opacity of the buffer required between proposed and existing uses. The rows show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on the adjoining parcel(s). Asterisks indicate that no buffer is required.

Required opacity shall be reduced by fifty (50) percent where the existing adjacent land use is a single-family home in a HIP, MXD, Industrial, Commercial, or Office future land use designation.

Required Opacity of Buffers Adjacent to Developed Sites											
		LUI Existing									
		I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*
	II	0.2	*	0.1	0.2	0.3	0.4	0.5	0.6	0.7	~~0.8~~
	III	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	0.6	~~0.7~~
	IV	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	~~0.6~~
	V	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	~~0.5~~
	VI	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	~~0.4~~

	VII	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	~~0.3~~
	VIII	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.2	~~0.2~~
	IX	~~0.7~~0.8	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	~~0.2~~0.3	~~0.1~~0.2	*	~~*~~
	~~X~~	~~0.8~~	~~0.7~~	~~0.6~~	~~0.5~~	~~0.4~~	~~0.3~~	~~0.3~~	~~0.2~~	~~*~~	~~*~~

*No buffer required.

(b) Buffers Adjacent to Vacant Land. The standards in the table below address the opacity of the buffer required between proposed uses and vacant land. The rows show the proposed land use intensity of the subject property, while the columns contain the Future Land Use designation on adjoining parcel(s).

Vacant sites having an approved, unexpired ~~development plans~~ preliminary subdivision plan, master development plan, or site plan shall be evaluated as developed sites.

Required Opacity of Buffers Adjacent to Vacant Sites													
		LUI Existing											
		R-10, R-5, R-3, SE	LDR	MDR	HDR	COM	OFF	HIP	MXD	IND	REC	PUB	PD
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*	*	n/a
	II	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	III	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	IV	0.3	*	*	*	*	*	*	*	*	*	*	n/a
	V	~~0.3~~0.4	~~0.2~~ 0.3	*	*	*	*	*	*	*	*	*	n/a
	VI	~~0.4~~0.5	~~0.3~~ 0.4	*	*	*	*	*	*	*	*	*	n/a
	VII	~~0.5~~0.6	~~0.4~~ 0.5	*	*	*	*	*	*	*	*	*	n/a
	VIII	~~0.6~~0.7	~~0.5~~ 0.6	~~*~~ 0.2	~~*~~ 0.3	0.2	0.2	*	*	*	*	*	n/a
	IX	~~0.7~~0.8	~~0.6~~ 0.7	~~0.2~~ 0.3	~~0.3~~ 0.4	0.2	0.3	*	*	*	0.2	*	n/a
	~~X~~	~~0.8~~	~~0.7~~	~~0.3~~	~~0.4~~	~~0.3~~	~~0.4~~	~~*~~	~~*~~	~~*~~	~~0.3~~	~~*~~	~~n/a~~

*No buffer required.

(c) Buffers Adjacent to Streets.

(1) Chuluota Overlay Area Buffers. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, shall meet the buffering requirements. Residential uses within the Overlay area shall be consistent with Paragraph (2) below.

(2) Other Street Buffers. The standards in the table below address the opacity of the buffer~~yard~~ that is required along arterial, collector, and local streets or railroads.

Required Opacity of Buffers Adjacent to Roads					
		Arterial	Collector	Perimeter Local/ Regional Trail**	Railroad
LUI Proposed	I	*	*	*	*
	II	0.1	*	*	0.6
	III	0.1	0.1	0.1	0.6
	IV	0.2	0.1	0.1	0.5
	V	0.3	0.2	0.1	0.4
	VI	0.3	0.3	0.1	0.2
	VII	0.4	0.4 ~~0.3~~	0.1	0.1
	VIII	0.5 ~~0.4~~	0.5 ~~0.4~~	0.4 ~~0.2~~	*
	IX	0.5	0.5	0.5 ~~0.4~~	*
	~~X~~	~~0.5~~	~~0.5~~	~~0.5~~	~~*~~

*No buffer required.

**Buffers adjacent to trails can have trail amenities, such as wayfinding signage, benches, dog waste stations, water fountains, and bike racks.

(3) Landscape Materials. Plant Group "C," shall be used on all street buffers where overhead power lines are present. ~~In the event that canopy trees are required adjacent to power lines under a previously existing development order, developer's commitment agreement, PD master development plan, or other provision(s) of this Code, the Development Services Director may allow the substitution of three (3) understory trees for each required one (1) canopy tree.~~ Under an existing development order, developer's commitment agreement, PD master development plan, or other provisions of this Code that require canopy trees adjacent to power

lines, the Development Services Director may permit the substitution of three (3) understory trees for each required one (1) canopy tree.

30.14.~~7.1~~5.1. Buffer Requirements for M-1A, M-1 and M-2.

(a) Landscaping. As required by Sections ~~30.14.3 30.14.5~~ 30.14.3, 30.14.6 and 30.14.9 of the Land Development Code.

(b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

~~(c) Buffering shall comply with Part 14. In any case, where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.~~

Sec. 30.14.6. Standard buffers.

(a) The criteria in the table below shall achieve required opacity levels for buffers specified in Section 30.14.5.

Opacity	Standard Buffer Width (ft.)	Number of Plant Units Groups per 100 feet	Structure Enhancement Required
0.1	10	1.00	None
0.2	10	2.00	None

0.2 (parking buffer)	10	1.00	3' masonry wall
0.3	15	2.25	None
0.4	15	2.50	None
0.5	25	2.70	None
0.6	25	2.90	None
0.7	40	3.20	6' masonry wall***
0.8	50	3.50	6' masonry wall***

Notes:

***Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

Sec. 30.14.7. Constrained site buffers.

Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:

The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or irregularly shaped site	The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.
Resource limited site	The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.

Based on required opacity, each constrained site buffer shall meet the applicable standard listed below:

Required Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 ft.	Type of Structure Enhancement Required

0.1	5	1.00	None
0.2	5	1.50	None
Parking Buffer (0.2)	5	1.15	3 ft. masonry wall
0.3	5	1.40	None
0.4	10	2.15	None
0.5	15	2.45	6 ft. masonry wall**
0.6	15	2.60	6 ft. masonry wall**
0.7	25	3.65	6 ft. masonry wall**
0.8	30	4.35	6 ft. masonry wall*

Table notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

**Where a wall or berm is required adjacent to a road, the Development Services Director may waive such requirement or determine an appropriate alternative based on site visibility, public safety, and similar concerns.

~~**Sec. 30.14.8. Parking buffers.**~~

~~A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section 30.14.7.~~

~~**Sec. 30.14.9. Nuisance buffer yards.**~~

~~Additional buffering in excess of that required in the tables above shall be required for the following:~~

~~(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.~~

~~(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a berm or evergreen hedge of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.~~

Sec. 30.14.~~10.~~8. Calculating the buffer planting.

(a) The table below provides the plant material for a sample buffer~~yard~~. To calculate a buffer~~yard~~ on a site, take the actual length of the buffer~~yard~~ and divide by one hundred (100). Then multiply the result by the number of plant groups per one hundred (100) feet required by the table in Section ~~30.14.5~~ 30.14.6. A sample calculation for opacity 0.2 is shown below.

Total Linear Feet		Hundreds of Linear Feet	Plant Units Groups Per 100'	Total Plant Groups	Standard Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	1	Canopy Tree =	(6.30) 7
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	2	Understory =	(12.60) 13
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	17	Shrub =	(107.10) 108

Table notes:

* (calculated figure) / rounded to next whole number

(b) The width of roads, driveways, or cross-access easements that interrupt a buffer~~yard~~ shall not be counted in determining the total linear feet of the buffer~~yard~~. In some cases, it may be necessary to locate stormwater retention, utility facilities, or pedestrian/bicycle trails within a required buffer area due to the size, shape, or other characteristics of the development site. In these instances, the Development Services Director may adjust the location and design of the buffer to maintain the required opacity while meeting the unique needs of the subject property.

Sec. 30.14.9. Plant Groups.

30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Group Options	Number	Plant Type
Plant Group A (Basic)	2	Canopy
	1	Understory
	11	Shrubs
Plant Group B (Basic)	1	Canopy
	2	Understory
	17	Shrubs
Plant Group C (Height Restricted)	5	Understory
	16	Shrubs
Plant Group D (Basic)	3	Canopy
	1	Understory
	13	Shrubs
Plant Group E (Low Level Visibility)	2	Canopy
	4	Shrubs

(1) See Section 30.14.16(b)(1) and (2) for minimum size at planting.

(2) Any understory tree may be replaced by a canopy tree at the discretion of the applicant.

(3) Low level visibility describes circumstances on a side or rear buffer where, for maintenance or security reasons, plantings are located on the applicant property's side of a wall or fence.

(4) Upon a determination that the quantity of plants within a specific buffer area would result in plant density that would not be optimal for plant spacing, the Natural Resources Officer may approve an alternative location for excess plant material.

~~**Sec. 30.14.11. Constrained site buffers.**~~

~~Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:~~

~~The site shall meet one of the criteria listed below:~~

~~Constraint~~	~~Criteria~~
~~Small or Infill Site~~	~~The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.~~
~~Resource Limited Site~~	~~The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.~~
~~Tree Preservation~~	~~Compliance with Chapter 60, Arbor Regulations, reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be permitted.~~

~~Based on required opacity, each buffer shall meet the applicable standard listed below:~~

~~Required Opacity~~	~~Bufferyard Width (ft.)~~	~~Number of Plant Groups per 100 ft.~~	~~Type of Structure Enhancement Required~~
~~0.1~~	~~5~~	~~1.00~~	~~None~~
~~0.2~~	~~5~~	~~1.50~~	~~3 ft. hedge~~
~~Parking Buffer (0.2)~~	~~5~~	~~1.15~~	~~3 ft. masonry wall~~
~~0.3~~	~~5~~	~~1.40~~	~~5 ft. masonry wall**~~
~~0.4~~	~~10~~	~~2.15~~	~~6 ft. masonry wall**~~
~~0.5~~	~~15~~	~~2.45~~	~~6 ft. masonry wall**~~
~~0.6~~	~~15~~	~~2.60~~	~~6 ft. masonry wall**~~
~~0.7~~	~~25~~	~~3.65~~	~~4 ft. berm with 5 ft. hedge on top**~~
~~0.8~~	~~30~~	~~4.35~~	~~5 ft. berm**~~
~~0.9*~~	~~40~~	~~4.20~~	~~6 ft. berm**~~
~~1.0*~~	~~40~~	~~4.85~~	~~6 ft. berm**~~

~~Table notes:~~

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

~~**Where a required wall or berm is adjacent to a road, the Development Services Director may waive such wall or berm or determine an appropriate alternative based on site visibility, public safety, and similar concerns.~~

Sec. 30.14.10. Parking buffers.

A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district

or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section 30.14.5.

Sec. 30.14.11. Nuisance buffers.

Additional buffering in excess of that required in the tables above shall be required for the following:

(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.

(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a hedge or wall of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.

Sec. 30.14.12. Maximum feasible buffer.

In cases of redevelopment or expansion of existing uses in which adequate site area for either the standard or constrained buffer~~yard~~ is not available, the Development Services Director may require that the maximum feasible buffer be installed on any property line where a buffer is needed. The maximum feasible buffer shall consist of a selection of plants and other buffer enhancement features that provide the most effective buffering possible in a given location where the required opacity cannot be met. As part of the maximum feasible buffer determination, the Development Services Director may restrict the intensity of the development by limiting parking, employment, hours of operation, etc.

***

Sec. 30.14.15. Screening

The following provisions shall apply to mechanical equipment, refuse areas, and utilities visible from residential districts or Future Land Use designations, or public rights-of-way:

(a) Screening of Refuse Facilities. All solid waste containers, except approved recycling containers, shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material consistent with the finish of the primary building, as approved by the Development Services Director. Masonry walls shall have a finished surface on the exterior side. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent, and fasteners to keep them closed at all times except during refuse pick-up. The Development Services Director may require that a hedge or similar landscaping material surround the enclosure walls. The container and enclosure shall be oriented so that the opening faces away from public streets and adjoining properties. A concrete or asphalt pad of appropriate size and construction shall be provided as a base for the container. The container pad shall be at the approximate level of the service vehicle approach area so that the truck's loading mechanism can align with the container's sleeves. The screened enclosure shall not be located in any street right-of-way or required landscape buffer. Containers and enclosures shall be located to allow ease of access for collection trucks and direct access to drive areas. Straight-in or circular drives are encouraged to reduce truck maneuvering problems. No parking or other obstructions shall be permitted in front of such containers and enclosures. Hours of operation for emptying such containers may be specified during the site plan review process based on compatibility with adjacent properties to limit noise.

(b) Mechanical Equipment.

(1) All roof, ground and wall mounted mechanical equipment (e.g., air conditioning condensers, heating units, electrical meters, irrigation pumps, ice machines and dispensers, outdoor vending machines, propane tanks, displays, and refilling areas) shall be screened from view from a residential district or public rights-of-way at ground level on the property line.

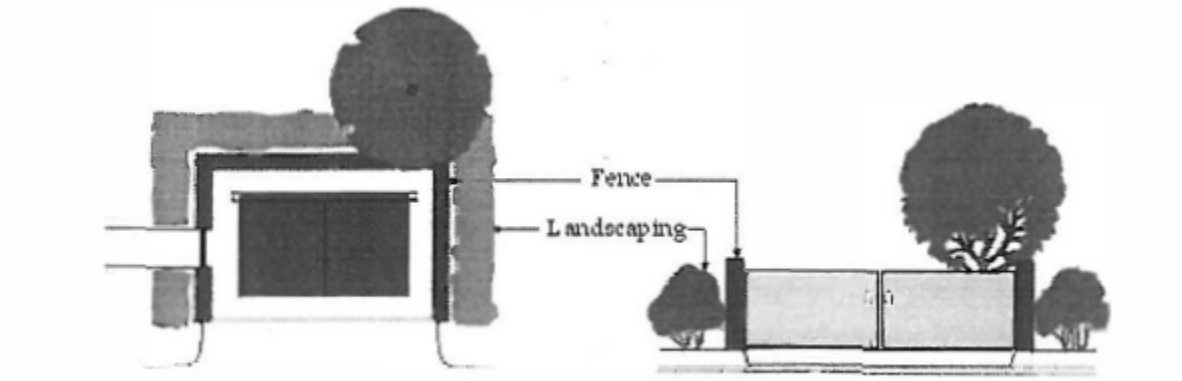
(2) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include decorative metal screening or louvers that are galvanized or painted to blend with the principal structure.

(3) Wall or ground-mounted equipment screening shall be constructed of:

Planting screens;

Brick, stone, reinforced concrete, or other similar masonry materials; or

Redwood, cedar, preservative pressure treated wood, or other similar materials.



(c) Utilities. Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the structure, up to eight (8) feet. Required access points to these utilities are exempt from the screening provisions.

~~(b)~~ (d) Refer to Part 9 for Pool Screen Enclosure standards.

* * *

Sec. 30.14.19. Fences.

(a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair, except as otherwise stated. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans.

A building permit is not required for fences on properties with a detached single-family or duplex unit that meet all of the following conditions:

(1) Does not impede the function or maintenance of any designated easement;

(2) Is not adjacent to wetlands, water bodies, or their required buffers;

(3) Uses commonly commercially available fencing materials, such as wood, vinyl, PVC, or aluminum; and

(4) Does not exceed six (6) feet in height, but may include an additional six (6) inches for embellishments.

(b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front yard and side street setbacks and six (6) feet, but may include an additional six (6) inches for embellishments ~~six (6) inches~~ within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way.

(c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per ~~(c)(4)~~ (f)(3) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14.

(d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail, open picket, or decorative metal such as wrought iron; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. In addition, properties zoned A-1 but located in a platted residential subdivision within the urban service area may opt to comply with the residential fences regulations contained in 30.14.19(b).

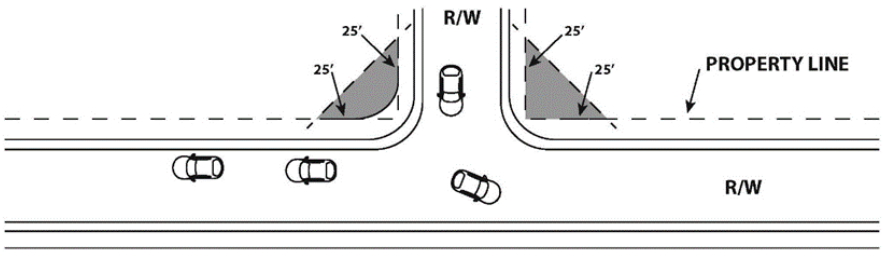
(e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section.

(f) Setback distance requirements will be as follows:

(1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway.

(2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way.

(3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.



(4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-.450), or other obstruction adjacent to a natural water body is limited to

a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include a certified survey no less than five (5) years old indicating the Normal High Water Elevation.

(g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet with an additional six (6) inches for embellishments ~~six (6) inches~~ may be permitted on a vacant parcel, except as provided in (b) of this Section, with an approved building permit.

(h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners.

(i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground.

(j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas.

(k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted.

(l) All fences shall be maintained in their original upright condition.

(m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.

(n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section.

(o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way.

(p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation.

(q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2) will not require Board of Adjustment approval unless otherwise determined by the Planning Manager.

(r) The face of any fence or wall visible to the public should be erected with the finished side facing out.

(s) Subdivision perimeter fencing: Walls surrounding the perimeter of subdivisions are discouraged. However, when the back of homes within a subdivision are adjacent to a right-of-way, solid walls shall be allowed to discourage a mix of private fences and to provide a consistent edge. If a development voluntarily provides a wall due to the above condition, the enclosure shall be constructed of cement or masonry materials, rather than vinyl or wood and any required landscaping shall be on the side of the wall facing the right-of-way. The subdivision wall must be

maintained by a property/homeowners association and included as a common element of the association.

Pedestrian access: Walls located along a right-of-way are required to have openings or pedestrian gates every 500 feet or less, or every five (5) lots, whichever is less, and must be paired with a pathway to ensure pedestrian connectivity. Alternative distances between pedestrian gates or openings may be approved by the Development Services Director based on site layout and characteristics.

(t) Subdivision walls on private lots. For corner lots where a subdivision wall exists adjacent to the side street property line (secondary front yard), a fence of equal height shall be permitted at the property line without a variance. However, if the fence projects in front of the front yard building line (into the front yard setback) the height is limited to 4 feet. See figure 14.19 below.

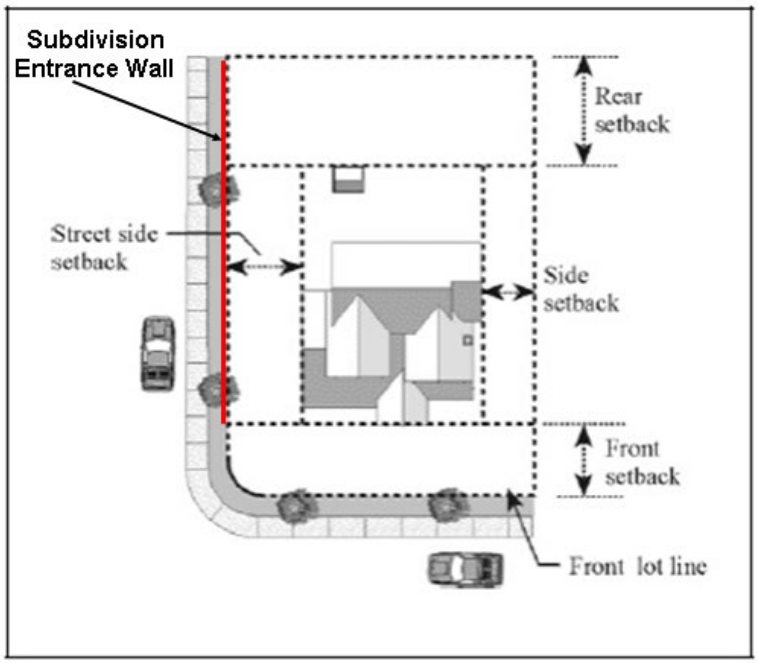


Figure 14.19

If the property owner elects to erect a fence perpendicular to the existing subdivision wall, the fence shall not be erected beyond the property line.

* * *

Section 8. Chapter 35 (Subdivision Regulations) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 35 – SUBDIVISION REGULATIONS

* * *

PART 2. PROCEDURES FOR SECURING APPROVAL OF PLATS

* * *

Sec. 35.14. Review of final plat.

(a) *Purpose.* The purpose of the final plat is to ~~insure~~ ensure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings.

(b) ~~*Initiation point*~~ *Submittals.* All submittals must be presented to the ~~current planning office.~~ Planning and Development Division. Submittals shall be as required by Section 35.44, and as required as a condition of preliminary plan approval.

As required by Florida Statutes, as may be amended, within seven (7) business days after receipt of a plat or replat submittal, the Development Services Director or designee shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal.

~~(c) *Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval.~~

~~(d)~~ (c) *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the ~~current planning office~~ Planning and Development Division.

~~(e)~~ (d) *Review process.* All final plats shall be subjected to a standard review process as outlined below:

(1) ~~All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee.~~ Upon determination by the Development Services Director or designee that the submittal is sufficient to process for review; the submittal shall be distributed to the appropriate members of the development review committee for review.

(2) ~~The submittals shall be reviewed by the development review committee with the applicant or his representative present.~~ If the Development Services Director or designee determines that the plat or replat does not meet all requirements to be approved, the applicant will be notified in writing. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The applicant may resubmit a revised plat or replat submittal based on the identified areas of noncompliance.

~~(3) If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date.~~

~~(4)~~ (3) If the plat complies with all requirements, the Development Services Director or designee will administratively approve the plat or replat. Prior to the plat or replat being offered for recording, evidence of approval must be placed on the plat. ~~it shall be presented to the~~

~~Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.~~

~~(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners.~~

(f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.

* * *

Sec. 35.16. Home construction prior to plat recording.

(a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded.

(b) Expedited Residential Subdivision Building Permits.

(1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein.

(2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following:

~~(A)~~ a. An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section ~~177.031~~ 177.073, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision.

~~(B)~~ b. Application Fee. As per adopted Fee Schedule.

~~(C)~~ c. Ownership Disclosure Form and supporting documents.

~~(D)~~ d. Owner Authorization Form. Required if the applicant is not the property owner.

~~(E)~~ e. Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each other. A separate plot plan is required for each individual lot requesting an expedited building permit.

~~(F)~~ f. An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency

access and supply plan must be complied with throughout construction in accordance with NFPA 1.

~~(4)~~ (3) ~~Bonds~~ Sureties. The applicant is required to submit a valid performance ~~bond~~ surety to guarantee the installation of necessary improvements, as per Section ~~177.031(9)~~ 177.073, Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This ~~bonding~~ surety requirement may ~~also~~ be met by bond, escrow deposit, ~~cashier's check~~ letter of credit, ~~certified check,~~ or an alternative document as approved by the Board of County Commissioners~~, which may include an irrevocable letter of credit or developer agreement~~.

~~(5)~~ ~~(4)~~ Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

~~(6)~~ (5) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits:

~~(A)~~ a. The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and ~~Section 177.031~~ Chapter 177, Florida Statutes.

~~(B)~~ b. Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas, water, and wastewater utilities servicing the property; and

~~(C)~~ c. All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements.

~~(D)~~ d. The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1.

~~(E)~~ e. Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed.

~~(F)~~ f. Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and

~~(G)~~ g. Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section ~~177.031(10)~~ 177.073, Florida Statutes.

~~(7)~~ (6) Restrictions. Applicants may not:

~~(A)~~ a. Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida.

~~(B)~~ b. Obtain a temporary or final certificate of occupancy until the final plat has been recorded.

~~(C)~~ c. Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy

PART 4. REQUIRED SUBMITTALS APPROVAL OF PLATS

* * *

Sec. 35.42. Required submittals for development plan.

The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), ~~submitted in nine (9) copies,~~ and shall show the following:

(a) Legend. Title, legal description, scale, north arrow, approximate acreage to be subdivided, current zoning, total number of lots, minimum lot size, name, address, and telephone number of the subdivider or his representative(s).

(b) Vicinity map. Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one (1) inch equals two thousand (2,000) feet.

(c) Existing streets. The name, location, and right-of-way width of all existing streets which abut the proposed subdivision, and existing easements on the property and location of all existing driveways and median openings in the vicinity.

(d) Proposed streets. The width of proposed street rights-of-way.

(e) Lots. Preliminary lot layout with approximate dimensions shown.

(f) Soils.

(1) Soil classification map drawn on the face of the plan for comparison with proposed development activities. Indicate soil classifications on the plat as identified by the United States Department of Agriculture Soil Conservation Service in the "Seminole County Soil Survey" and "Soil Survey Supplement." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the identified soils are not classified correctly. If said determination is concurred in by the Development Review Manager, the soils shall be correctly identified for the purpose of this chapter.

(2) Soil analysis by a qualified soil engineer shall be furnished, upon request of the Development Review Manager, for submittal with preliminary plat.

(g) Topography. As delineated by the United States Geological Survey Maps will be adequate.

(h) Other natural features. Including lakes, wetlands, water courses, and other pertinent features. Tree cover will be compared with road locations, but no submittals will be necessary at this stage. Seminole County wetlands maps or aerial photography interpretation may be utilized for wetlands delineation.

(i) Limits of floodplain. Indicate flood elevation, drawn on the face of the plan, for 100-year flood as established by the United States Geological Survey Map series entitled, "Map of Flood Prone Areas," or the "Flood Insurance Rate Map (FIRM)." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the property does not fall within the designated flood delineation. If said expert determines that the property in question is not within a flood-prone area, and said determination is concurred in by the Seminole County Engineer or his designee, said property shall be designated as nonflood-prone for the purpose of this chapter.

(j) Utilities. Proposed source of water and sewer

Sec. 35.43. Required submittals for preliminary plan.

Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated.

(a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer ~~and submitted in nine (9) copies,~~ showing graphically or by notes:

(1) Title block. The title or name of the proposed subdivision, the name and address of the owner of the tract proposed for development, and the name and address of the engineer and surveyor engaged to prepare and design the preliminary plat.

(2) Legend. Date, scale or plat, north arrow, current zoning, total number of lots, and minimum lot size.

(3) Legal description. A full and detailed legal description of the tract to be platted and its approximate acreage.

(4) Vicinity map. Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one (1) inch equals two thousand (2,000) feet.

(5) Streets. The location, name, and right-of-way and pavement width, both on and immediately contiguous to, the subdivision tract shall be shown.

(6) Public open space and easements. Existing park lands, lakes, waterways and wetlands within the tract to be subdivided shall be shown. Existing public easements shall be shown on the plat. The purpose for such easement shall be indicated.

(7) Dedications and reservations. All parcels of land proposed to be dedicated or reserved for public use, such as roads, easements, parks, sidewalks, bikes, or pedestrian trails, wetlands and conservation areas shall be indicated on the plat. Proposed rights-of-way and street names shall be indicated.

(8) Lot lines and lot numbers. The proposed lot line, with appropriate dimensions and lot numbers, shall be shown. Lots shall be numbered in consecutive order starting with the numeral one (1) for the first lot in each block, or other manner as approved by the County.

(9) Topography. Contour intervals of one (1) foot, except where determined to be unreasonable by the County Engineer.

(10) Soils. Soil classification map drawn on the face of the plan for comparison with proposed development activities. Indicate soil classifications on the plat as identified by the United States Department of Agriculture Soil Conservation Service in the "Seminole County Soil Survey" and "Soil Survey Supplement." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the identified soils are not classified correctly. If said determination is concurred in by the Development Review Manager, the soils shall be correctly identified for the purpose of this Code. (Not required if soil classification map was submitted with development plan.)

(11) Proposed building setback lines. Required only if different than those specified by the Zoning Regulations of Seminole County.

(12) Other natural features. Including lakes, wetlands, water courses, and other pertinent features. Tree cover will be compared with road locations, but no submittals will be necessary at this stage. Wetland areas shall be delineated by survey certified by a registered

professional land surveyor following field verification by the natural resources officer, his designee or their successors.

(13) Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the ~~Board of County Commissioners~~ Development Services Director~~, at its sole discretion,~~ may waive the requirement of this provision.

(b) Engineering drawings. Preliminary engineering drawings shall be submitted in two (2) copies to the current planning office and show the following:

(1) Water system.

(2) Sewage system.

(3) Stormwater and drainage facilities.

(4) Bulkheads.

(5) Streets.

(6) Sidewalks, bicycle paths, and pedestrian paths.

(7) Excavation and fill.

The County may require additional information as needed. such as, proposed disposition and water quality of storm drainage.

(c) Other submittals.

(1) Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section, Current

Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements.

(2) Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

(3) Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the Planning Manager Development Services Director for dredge and fill permitting. No such work will be done prior to issuance of such permit.

(4) Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction.

(5) Additional data. Such other additional information shall be submitted as deemed necessary by the County ~~Engineering Division, the utilities division, Development Review Division and the current planning office to insure~~ to ensure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations.

(6) Pedestrian, bicycle and vehicular linkage information. This information shall be provided in graphic and textual form and will describe the following:

~~(A)~~ a. Vicinity map which depicts:

~~(i)~~ 1. All existing, approved or planned residential subdivisions and non-residential sites which abut or are within one-quarter (¼) mile of the proposed development.

~~(ii)~~ 2. The location of all existing and planned common use and public use facilities; elementary, middle and high schools; community and neighborhood parks;

commercial and/or employment centers; and transit facilities within a two (2) mile radius of the boundary of the proposed development. Planned public uses shall be as defined in the Capital Improvements Element of the Seminole County Comprehensive Plan and/or a facility plan as adopted by a public service provider or the school board. For the purpose of submitting this vicinity map, readily available commercial or County maps may be used.

~~(B)~~ b. A statement by the applicant showing how non-automotive forms of transportation are promoted in order to reduce dependency on the automobile to include the following:

~~(i)~~ 1. A statement indicating how existing and planned bicycle paths, sidewalks and pedestrian access easements (jogging paths and trails) would provide access from the proposed development to all facilities referenced in the vicinity map. This statement shall include information to indicate where there are barriers to the implementation of potential linkages exist such as walls, berms and other features.

~~(ii)~~ 2. A statement indicating how pedestrian and bicycle access to all the facilities depicted on the vicinity map will be provided both within and immediately external to the subdivision.

~~(C)~~ c. A statement indicating how vehicular access to proximate neighborhoods and public facilities, services, commercial and employment centers would be accomplished; and how the use of local residential streets by substantial through traffic will be discouraged or restricted.

~~(D)~~ d. A one (1) page graphic plan or map to scale showing the following:

~~(i)~~ 1. The location of all existing or proposed residential and collector streets which abut the proposed development.

~~(ii)~~ 2. Proposed vehicular connections to all the facilities identified in (D)(i), above.

~~(iii)~~ 3. Street layout and design indicating how local and residential streets will be designed to discourage through traffic.

~~(iv)~~ 4. Location of pedestrian, bicycle and vehicular access to abutting residential subdivisions.

~~(E)~~ e. Any portion of these required submittals may be waived by the Planning and Development Division upon finding that one (1) or more of the following conditions exist; provided, however, that a waiver of submittal requirements will not act to waive the review of impacts of the proposed subdivision on pedestrian, bicycle and vehicular linkages and such linkage requirements shall be evaluated:

~~(i)~~ 1. The perimeter of the proposed subdivision is less than three thousand three hundred (3,300) feet in length, and is not part of a larger phased development; or

~~(ii)~~ 2. A final development order has been issued by the County that is applicable to the property and which addresses pedestrian, bicycle and vehicular linkages; or

~~(iii)~~ 3. The proposed subdivision is within an existing urbanized area and pedestrian, bicycle and vehicular linkages with other subdivision, public facilities and commercial/employment centers are already provided or planned; or

~~(iv)~~ 4. The proposed subdivision is within a designated rural area with a maximum density less than one (1) unit per acre; or

~~(v)~~ 5. The proposed subdivision is part of a larger PD in which pedestrian, bicycle and vehicular plans were approved as part of the preliminary or final development plan.

~~(7) Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.~~

Sec. 35.44. Required submittals for final plat.

The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments.

(a) *General.* The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree.

(b) *Plat Requirements.* The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations~~. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided~~, showing the following information:

(1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida."

(2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie.

(3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets.

(4) The location of all permanent reference markers (PRMs) in conformance with state statutes.

(5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow.

(6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers.

(7) The right-of-way lines, widths, and names of all streets and roads.

(8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines.

(9) Lot lines and lot and block numbers.

(10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County.

(11) Location and width of canals and waterways.

(12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement.

(13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions.

(14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of County ~~Planning and Zoning Commission~~ approval; ~~of Board of County Commissioners' approval;~~ and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes, (for corporations), or Chapter 689, Florida Statutes (for individuals).

(15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument.

(16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.""~~.~~

(17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information."

(c) *Engineering Drawings.* ~~Seven (7) copies each of f~~Final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division ~~at the same time as~~ prior to the Final Plat submittal:

(1) Water system. Size, material, and location of water mains, plus valves and hydrants.

(2) Sewer system. Size, material, and location of lines, with submittal of profile where required.

(3) Storm water drainage facilities.

(4) Bulkheads.

(5) Streets.

(6) Sidewalks, bicycle paths, and pedestrian paths.

(7) Excavation and fill.

(8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager.

(d) *Preliminary Subdivision Plan.* A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan.

(e) *As-Built Plot Plans.* Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process.

(f) *Additional Required Legal Submittals.* The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate.

(1) ~~*Bonds*~~ *Sureties*.

~~(A)~~a. The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance ~~bond or bonds~~ surety or sureties in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1)

estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the ~~Environmental Services~~ Utilities Department Director. In lieu of performance ~~bonding~~ surety, improvements may be installed following Final Plat approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance ~~bond~~ surety must be submitted to the County Engineer, the ~~Environmental Services~~ Utilities Department Director. The Plat cannot be recorded until the maintenance ~~bond~~ surety is approved by the County Engineer, the ~~Environmental Services~~ Utilities Department Director, and/or their designee. Said maintenance ~~bond~~ surety shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required.

~~(B)~~b. ~~Bonding~~ Surety requirements may ~~also~~ be met by the following, but not limited to:

~~(i)~~ 1. Escrow Deposit

~~(ii)~~ 2. Cashier's Check

~~(iii)~~ 3. Certified Check

~~(iv)~~ 4. Others, as approved by the ~~Board of County Commissioners~~ County Attorney's Office and the authorized County Department or Board, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement.

~~(v)~~ 5. All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County.

(2) *Covenants.* Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

(3) *Title Opinion.* A certificate of ownership title opinion, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer Surveyor, and showing including:

~~(A)~~ a. Verification that the parties ~~Parties~~ executing plat are owners of the land to be platted. ~~embraced by the plat.~~

~~(B)~~ b. All mortgages, liens, easements, judgments or other encumbrances affecting the property to be platted.

~~(C)~~ c. ~~Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided p~~Proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being to be platted have been paid.

~~(D)~~ d. Description of plat is correct A legal description that includes the property to be platted.

~~(E)~~ e. Confirmation that ~~N~~no conflicting rights-of-way, easements, or plats exist.

f. Confirmation that no title defects exist or a report of those found.

g. Copies of all documents referenced in the title opinion.

h. Title opinions cannot be based on a third-party property information report.

~~(4) *Public Disclosure.* In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.~~

~~(5)~~ (4) *Documents, Deeds, Certificates and ~~Bond~~ Surety Forms.* All documents, deeds, certificates and ~~bond~~ surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes.

(g) *Other Required Submittals.*

(1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage.

~~(2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.~~

~~(3)~~ (2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate.

~~(4)~~ (3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits.

~~(5)~~ (4) Copy of any required St. Johns River Water Management District Permit.

* * *

PART 6. DESIGN STANDARDS

* * *

Sec. 35.61. General.

All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the ~~Board~~ Development Services Director finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code.

(a) *Conformance with County policy.* The subdividing and development of any areas subject to this ordinance must conform to the adopted general goals and objectives of the Board with respect to the physical development of the County as set forth in various elements of the Comprehensive Plan of Seminole County and other requirements including:

(1) The most current Orlando Urban Area Transportation Study and adopted Seminole County Transportation Plan;

(2) County policies on water supply, waste disposal, and other essential utilities; and

(3) The Land Development Code, as amended.

(b) *Use of natural features.* The arrangement of lots and blocks and the street system must make the most advantageous use of topography and preserve mature trees, wetlands and other natural features wherever possible. No subdivision may be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit will be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Special consideration will be given for waterfront features and shoreline protection as specified in Chapter 71 of this Code. Any person aggrieved by the decision of the Planning Manager may request a waiver from this requirement from the Board of County Commissioners.

(c) *Consideration of soil and flood hazards.* A subdivision plan will not be approved unless all land intended for use as building sites can be used safely for building purposes without danger from flood or other inundation or from adverse soil or foundation conditions or from any other menace to health, safety, or public welfare. In particular, lands which are within the 100-year flood-prone areas, may not be subdivided and developed until proper provisions are made for protective flood-control measures and water-management facilities necessary for flood-free development and flood-free vehicular access to such sites. Each platted lot must have a buildable area equal to the minimum lot size requirement of the applicable zoning district and located above the 100-year floodplain elevation or wetlands line, whichever is higher. Any portion of the platted lot which lies below the 100-year floodplain elevation or wetlands line must be dedicated to the public as a drainage easement, a conservation easement, or both. No filling or grade level change will be permitted which will adversely affect any surrounding area. Requirements for development within the 100-year floodplain are contained in the flood prone article of the Seminole County

Zoning Regulations and the Seminole County Comprehensive Plan. The latest edition of the Seminole County Soil Survey is to be used as a guideline in identifying soil properties and interpretations for various uses in terms of soil limitations and soil features adversely affecting a particular use. In addition, the soil supplement is to be used in interpreting the basic properties of the soils in terms of their potential for a particular use. The following standards must be followed in areas of low and very low potential soils:

(1) Lands where soils have very low potential and low potential for proposed uses, as identified in the Seminole County Soil Survey and its Soil Supplement, may not be developed unless:

~~(A)~~a. Health and safety hazards are not created.

~~(B)~~b. County maintenance of public facilities is not involved where the soil performance is low or unreliable without approved modifications.

(2) Unincorporated urban development is prohibited on soils with very low potential without approved modification.

(3) A public facility may not be constructed where the soil performance for the public facility is of low or very low potential, except in cases of overriding public interest.

(4) It is the policy of the County not to accept a dedication for public ownership or maintenance of utilities or roads constructed in areas where soil performance for the utilities or roads is of a low or very low potential without approved modifications.

(d) *Finished floor elevation.* No platted lot may be approved unless it contains a suitable building site of sufficient elevation to permit construction utilizing a first-floor elevation based upon the following:

(1) The elevation of the site must be at least one (1) foot above the 100-year flood-prone elevation, as determined by the County Engineer based upon the best available data. Where the floodway of any stream or river is defined, lots may be platted for residential use only if all parts of the platted lots located within the floodway are expressly limited to open space uses. Reduction of on-site drainage storage capacity is prohibited. Finished floor elevations will be established by utilizing Seminole County Vertical Control Datum.

(2) Provided that building lots are a reasonable level or slope toward a street, road, or right-of-way, the minimum finished floor elevation of any structure must be greater than or equal to sixteen (16) inches above the lowest crown of that portion of the adjacent street, road, or right-of-way upon which the structure fronts. On lots which slope away from a street or road with continuous slope toward a lake, stream, or water collection area and, where positive drainage exists, the finished floor elevation of any structure must be greater than or equal to one (1) foot above finished site grade measured at the highest contour that abuts the building. Where necessary, swales must be constructed to divert run-off water around any structure to not adversely impact adjacent property owners.

(3) Driveways or other areas of access to a building or structure must be sloped to prevent the runoff of surface water into any building or structure.

(e) Prior to the issuance of a Certificate of Occupancy, trees must be planted on new residential lots, as shown on the approved building permit, subject to the following requirements:

(1) Tree quantity:

Lot Size (in square feet)	Minimum Number of Canopy Trees
<=6,000	2
6,001—10,000	3
10,001—14,000	4
14,001—20,000	6
20,001—43,560 (1 acre)	9

(2) For lots greater than one (1) acre, nine (9) trees must be provided for each acre, prorated for fractional acres.

(3) For lots of ten thousand (10,000) square or less, at least one of the required canopy trees must be in the front yard. For lots equal to or greater than ten thousand one (10,001) sq. ft., at least two (2) of the required canopy trees must be in the front yard.

(4) The canopy tree requirements may be met with trees planted in a tree lawn within the right of way that is contiguous with the lot line.

(f) *Special considerations.* Special consideration must be given in the layout of streets, lots, blocks, buildings, and easements to the preservation of large and specimen individual trees. Special consideration must also be given to preserving natural drainage methods and natural topography and landscape. Special consideration must be given to providing special screening, buffers, or berms where developments abut noncompatible land uses

* * *

Sec. 35.72. Rural subdivision standards.

On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above.

(a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the ~~Planning and Zoning Commission may recommend~~

~~and the Board~~ Development Services Director may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.

(b) *Lots.* To the maximum extent practical, subdivisions must be designed to preserve the rural character of the area by locating lots and buildings to retain natural features of the site including, but not limited to, specimen trees and wooded areas and by minimizing any negative impacts and alteration of natural features.

(c) *Sidewalks (or pedestrian ways) and gutters.* Sidewalks, curbs and gutters are not required and may be permitted on one side of the roadway only in order to provide access to schools, parks or bus stops.

(d) *Street lighting.* No street lighting may be provided other than lighting at intersections, along walkways, at entryways, between buildings and in parking areas where required for safety or when required by State law.

(e) *Family subdivision.* In order to facilitate the continuance of the family farm or ranch in Seminole County, family subdivision of land may be permitted in accordance with this section. Notwithstanding the provisions of Section 35.2 and the density regulations of the Seminole County Comprehensive Plan and this Code, subdivision into no more than three (3) total lots or parcels may be permitted where each of the following conditions are shown to exist:

(1) The parcel which is proposed to be subdivided is assigned the A-10 zoning classification.

(2) The parcel which is proposed to be subdivided is at least ten (10) acres in size.

(3) The parcel which is proposed to be subdivided is considered by the property appraiser to be agricultural land at the time the application is made.

(4) The subdivider is the bona fide owner of the parcel in question and has been actively farming or ranching in Seminole County for the past three (3) years.

(5) An affidavit has been submitted attesting to the fact that the subdivided parcels are to be sold or otherwise transferred to members of the subdivider's immediate family in order to provide additional assistance on the farm or ranch in close proximity to the existing primary residence. For the purpose of this provision, an immediate family member means only those individuals related by blood, marriage or adoption such as grandparents, parents, siblings, children or grandchildren.

(6) The two (2) additional lots created through this subsection must each be no less than one (1) net buildable acre in size. These lots must be located adjacent to the existing primary residence to the maximum extent feasible.

(7) The existing primary residence on the original parcel is included in the largest remaining portion of the original parcel, retaining the primary residence as a portion of the farm or ranch

Sec. 35.73. Alternative Design Standards.

35.73.1. *Purpose and applicability*. The purpose of the Alternative Design Standards is to allow greater flexibility within single-family zoning districts. These Alternative Design Standards are allowed for projects of two (2) net buildable acres or greater seeking a Preliminary Subdivision Plan approval in the following zoning districts: R-1B, R-1, R-1A, and R-1AA. Projects using the Alternative Design Standards shall meet the following:

(a) Subdivision Regulations. All projects must meet all applicable requirements in Chapter 35 Subdivision Regulations. The Alternative Design Standards shall be established at time of submission of the preliminary subdivision plan.

(b) Open Space. At least 20% of the total area of the project shall be used for Open Space and shall meet the Open Space requirements of Sec. 30.14.2.

(c) Connectivity.

(1) Projects using these standards are required to connect to adjacent streets where feasible and shall not be gated, unless waived per subsection (4).

(2) When a development has frontages on non-adjoining boundaries, at least one vehicular access point shall be required per each frontage, unless waived per subsection (4). Bicycle and pedestrian connections shall be required where a roadway connection is not possible.

(3) Pedestrian walkways shall be provided to any adjacent right of way or trail.

(4) Waivers to subsections (1) and (2) may be granted by the Development Services Director with applicable conditions. Waivers shall only be granted where connection is not able to occur due to the presence of wetlands, waterbodies, infrastructure corridors, or other permanent physical or legal obstructions.

(d) Dimensional requirements. The alternative lot dimensions are as follows:

a. There shall be no minimum lot size requirement, but all projects utilizing the Alternative Design Standards shall meet the density limits of the underlying Future Land Use designation.

b. The minimum lot width shall be as follows:

Zoning Districts	R-1AA	R-1A	R-1	R-1B
Min. Parcel/Lot Width at Building Line	70’	50’	50’	50’

Secs. 35.734—35.80. Reserved.

* * *

PART 13. RECORDING OF FINAL PLAT

Sec. 35.151. Recording final plat.

The ~~linen~~ mylar, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the ~~Board of County Commissioners~~ Development Services Director. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received

Sec. 35.152. No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee. ~~or governing body of municipality.~~

No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.~~

* * *

PART 18. ENFORCEMENT PROVISIONS

Sec. 35.201. General.

(a) Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the

requirements of these regulations and has been approved in accordance with the requirements as herein provided.

(b) No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court.

(c) The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations.

(d) No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.

Sec. 35.202. Required improvements.

The Board of County Commissioners may enforce the ~~improvement bond~~ surety by ~~resort to~~ any available legal and equitable remedies if the required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built, constructed, or maintained by Seminole County may be prosecuted in accordance with applicable law. ~~shall be deemed guilty of a misdemeanor.~~

Section 9. Chapter 70 (Dredge and Filling) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 70 – DREDGE AND FILLING

* * *

Sec. 70.6. Permit application; procedures.

The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County:

(a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter.

(b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum:

(1) The applicant's full name, address, and, if different, the name and mailing address of the property owner.

(2) The date of application.

(3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work.

(4) The name, designation, or description of any and all affected bodies of water.

(5) An accurate written description of the activity, its purpose, and intent.

(6) The nature, type, and quantities of materials to be used.

(7) The types of equipment to be used.

(8) A description of the controls to be used to prevent or minimize water quality degradation.

(9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent.

(10) The time period of the construction or maintenance activity.

(11) The estimated cost of the project.

(c) Each application must be accompanied by the following submittals:

(1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer.

(2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place.

(3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters.

(4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners.

(d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition, notices of the application will be mailed to all property owners within five hundred (500) feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper.

(e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process.

(f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners.

(g) The following project types require a public hearing before the Planning and Zoning Commission for granting or denying permits:

(1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size, excluding the primary walkway from the shore to the boat dock, unenclosed boat house, or gazebo if the walkway does not exceed four (4) feet in width, is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water.

(2) Enclosed boat houses of any size.

(3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material.

(4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or, after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter.

(h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.

* * *

Sec. 70.10. General regulations.

(a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments.

(b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations.

(c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit.

(d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter.

(e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms.

(f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department.

(g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met:

(1) Such action is consistent with all applicable County land development regulations and state and federal law.

(2) A site plan has been approved that is consistent with the floodplain ordinance.

(h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose.

(i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not

be placed within ten (10) feet of a property line. ~~However, upon application, and except where this Code requires a hearing before the Board of County Commissioners, the~~ The Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in Section ~~30.43(b)(3)~~ 30.3.3.2(b) of this Code and may impose appropriate conditions and safeguards in accordance with Section ~~30.43(b)(4)~~ 30.3.3.2(b)(4)of this Code.

(j) The Development Review Engineering Manager or the ~~Board of County Commissioners~~ Planning and Zoning Commission may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following:

(1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices.

(2) To place speed restraints on equipment operations and confine operations to specified periods of time.

(3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the ~~Board~~ Planning and Zoning Commission.

(4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems.

(5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed.

(6) To use specific types of equipment while accomplishing the work.

(k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.

* * *

Section 10. Chapter 90 (Uniform Building Numbering System) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 90 – UNIFORM BUILDING NUMBERING SYSTEM

* * *

Sec. 90.4. Administration of the Uniform Addressing System.

(a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners.

(b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners ~~or~~ and occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be delivered to the owner ~~or~~ and occupant by one (1) of the following:

(1) Certified mail, return receipt requested.

(2) Posting same in a conspicuous place on the property.

(3) Hand delivery.

Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said

notice shall direct the owner ~~or~~ and the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners ~~or~~ and occupants shall have thirty (30) days from receipt of the notice to come into compliance with this Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient.

(c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building.

(d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to ~~insure~~ ensure that duplicate Street Names and numbers are prevented.

(e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.

Sec. 90.5. Building and unit numbering.

All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines:

(a) ~~All addresses shall contain whole numbers only.~~ All address numbers shall be displayed using numerals only (e.g., "123 Main Street") and shall not include spelled-out numbers

(e.g., "One Hundred Twenty-Three Main Street"). Alpha/numeric and fractional addresses shall not be permitted (e.g., "123 1/2 Main Street" or "123A/123 Main Street, Unit A"). Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street.

(b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures.

(c) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows:

(1) Commercial type occupancies which do not have all occupants directly fronting the appropriate street will be assigned a building address number in conjunction with suite numbers to identify individual occupants. Commercial building address numbers shall be a minimum of six (6) inches in height and one-half (½) inch in width. Commercial buildings will be assigned four-digit suite or unit numbers to be posted above all means of egress. Unit numbers shall be of contrasting colors so as to be readily identifiable. Unit numbers shall be a minimum of three (3) inches in height and one-half (½) inch in width.

(2) Multi residential buildings such as apartments which have direct access to a common area or corridor will be assigned a main building number and further assigned three (3) digit unit numbers to be posted above all means of egress. The main building number shall be a minimum of six (6) inches in height and one-half (½) inch in width. Numbers shall be of contrasting colors so as to be readily identifiable. Unit numbers shall be a minimum of three (3) inches in height and one-half (½) inch in width.

(3) Townhomes and duplexes with direct front door access to the street shall be assigned a main address for each single-family dwelling. Address numbers shall contrast with the background surface of the structure, be of durable weatherproof material, and be a minimum of four (4) inches in height and one-half (½) inch in width.

(4) Residential address numbers on buildings which are less than fifty (50) feet from the street shall affix numbers directly over the main egress door and all other means of egress. Address numbers shall contrast with the surrounding surface, be of durable material and a minimum of four (4) inches in height and one-half (½) inch in width.

(5) Residential buildings which are over fifty (50) feet from the street shall be required to use five (5) inch or larger numbers. All numbers are to be clearly seen from both directions of the right-of-way, and shall be made of durable material and contrast with the surrounding surface.

(6) For plazas or other such commercial occupancies with multiple addresses, the range of addresses shall also be posted on the main plaza or occupancy sign readily viewed from the street from both directions.

(7) For commercial structures, if ~~If~~ the main entrance of a building is not readily visible from the street, address numbers shall be posted on the structure and at the entrance street or adjacent driveway or as otherwise determined by the Addressing Authority. ~~to the building on both sides of a fence, post or mailbox.~~ Numbers shall be displayed on both sides of a fence, post, sign, or mailbox leading to the building. Authorization may be ~~acquired~~ obtained from the Addressing Supervisor or designee in ~~situations~~ cases where these standards may not be appropriate. Any decisions made shall be ~~based~~ in the interest of emergency response.

(8) Residential one (1) or two-family dwellings that do not have address numbers plainly legible and visible from the street or road fronting the property shall also have the address numbers posted on both sides of a fence, post, sign, or mailbox located at the entrance to the property. ~~which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.~~

(9) For new and existing buildings with an address on a different street, sometimes referred to as a "vanity address," the street name must be displayed alongside the address numbers using the same size and style as required for address numbers. Both the address and street name shall be posted on both sides of a fence, post, sign, or mailbox in a location designated by the Addressing Authority.

(d) Subdivisions and condominiums will be pre-addressed within fourteen (14) working days after recording the plat in the public records. Developers of commercial sites with multiple occupants or similar residential projects (apartments or condominiums) shall be required to coordinate individual addressing prior to issuance of any building permits. This can be accomplished by providing the Addressing Supervisor or designee with a site and building layout plan at least ten (10) working days prior to the submission of building permit applications. This plan should include adjacent road names, entrance locations, and all possible occupant division lines for each floor.

(e) The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

* * *

Sec. 90.10. Subdivision, plaza and building names.

(a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial buildings, mobile home parks, and all developments requiring site plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application.

(b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process.

(c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals).

(d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous

name posted on the property. If the plan approval expires, the name shall require additional review and approval at the time of resubmittal. Names may be reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal.

(e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval by the Addressing Supervisor or designee. ~~prior to being presented to the Board of County Commissioners adopting the name change.~~ Upon ~~recording the adopted resolution,~~ approval, notification of affected parties shall be by established procedures.

Section 11. Conflicts. This Ordinance shall control over any previously adopted County ordinances or parts of ordinances in conflict with this Ordinance.

Section 12. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Land Development Code of Seminole County, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that Sections 11, 12, 13 and 14 of this Ordinance shall not be codified.

Section 13. Severability. If any provision or the application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 14. Non-Severability. The Seminole County Board of County Commissioners hereby declares that the provisions of this ordinance are intimately connected and integrated, and therefore, they are not severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, such decision shall render the entire ordinance null and void, and no other portion or provision shall remain in effect

Section 15. Effective date. This Land Development Code Ordinance will take effect upon filing a copy of the Ordinance with the Department of State by the Clerk to the Board of County Commissioners and the provisions of this Land Development Code shall be implemented and applied to complete applications as of August 1, 2026. Notwithstanding the above, complete applications submitted on or before July 31, 2026, will be reviewed under the existing Land Development Code regulations. Complete applications received on or after August 1, 2026, will be subject to and reviewed under the revised Land Development Code, effective August 1, 2026.

FIRST READING, this _____day of _____, 2026.

UPON SECOND READING, BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

ANDRIA HERR, Chairman

NJB/kw
5/21/26

LDC Summary of Changes

#	Subject and purpose	Old text/ location	New text/ location
1.		**Chapter 2.- DEFINITIONS**	
2.	New definition.		***Architecturally compatible:*** The aesthetic similarity between structures, in terms of design elements such as, color, façade appearance, roofing material, or decorative features.
3.	Definition revised only to add graphic example.	***Cluster subdivision:*** A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes.	***Cluster subdivision:*** A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes. The example below shows a traditional subdivision on the left, and a cluster subdivision on the right (Randall Arendt, *Conservation Design for Subdivisions*, 1996).

#	Subject and purpose	Old text/ location	New text/ location
			 
4.	Definition deleted.		~~***Community residential homes:*** As defined in section 419.001(1)(a), Florida Statutes (2001), as this statute may be amended from time to time.~~
5.	Revised definition to match Florida Statute definition.	***Dwelling unit, accessory:*** A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit, or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal	***Dwelling unit, accessory:*** An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit (Florida Statutes Section 163.3177). ~~A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory~~

#	Subject and purpose	Old text/ location	New text/ location
		dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.	~~dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.~~
6.	New definition		***Florida Water Star:*** A certification program for homes and commercial buildings that use less water in landscapes, irrigation systems and indoors.
7.	Revised definition	***Live-work unit:*** See Missing Middle Standards.	***Live-work unit:*** ~~See Missing Middle Standards.~~ A dwelling unit which includes a nonresidential use that is operated by the occupant and is consistent with the definition in the Florida Building Code for the same.
8.	New definition		***Living Area:*** The total sum of square footage within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.
9.	Revised definition	***Lot, double-frontage:*** A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets, or ingress-egress easement. Lots having frontage on a natural water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots. A lot adjacent to an alley shall not be a double-frontage lot.	***Lot, double-frontage:*** A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets~~, or ingress-egress easement~~. ~~Lots having frontage on a natural water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots.~~ A lot adjacent to an alley shall not be a double-frontage lot.
10.	Revised definition		***Multi-family:*** Residential development including apartment dwellings, ~~dormitories,~~ and rooming apartments.
11.	Revised definition		***Nominal roof overhang:*** The part of the roof or wall that extends beyond a lower wall. For purposes of applying to property setbacks, the distance of a roof overhang into a property setback shall not exceed ~~eighteen (18)~~ twenty-four (24) inches.
12.	Revised definition to clarify definitions of different sign types.	***Signs:*** Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components,	***Signs:*** Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components, each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs:

#	Subject and purpose	Old text/ location	New text/ location
		each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs: (a) ***Construction sign:*** Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed. (b) ***Directory sign:*** A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site. (c) ***Freestanding sign:*** Any mobile or portable sign or sign structure not securely attached to the ground or to any other structure. This definition shall not include trailer signs. (d) ***Ground and/or pole sign:*** Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. (e) ***Inflatable advertisement:*** Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure. (f) ***Motor vehicle sign:*** A sign or advertising display mounted or painted on a motor vehicle or truck trailer. (g) ***Outdoor advertising sign:*** Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. (h) ***Point-of-sale sign:*** Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold, manufactured or stored on the premises. Such signs shall be located on the premises to be advertised.	***(a)Awning Sign:*** a sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning. ***(b)Blade Sign***: a sign affixed to a building which projects in such a manner that both sides of the sign are visible. ***(c)Wall Sign:*** A sign that is affixed to or directly supported by a building or structure, designed to identify or advertise the occupant, business, service, or activity conducted within. ***(d)Canopy Sign***: a sign that is part of, or attached to, a canopy. ***(e)~~(a)~~Construction sign:*** Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed. ***(f)~~(b)~~Directory sign:*** A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site. ***(g)~~(c)~~Freestanding sign:*** Any ~~mobile or portable~~ sign or sign structure ~~not~~ securely attached to the ground~~ or to any other structure~~. This definition shall not include trailer signs. ***(h)~~(d)~~Ground and/or pole sign:*** Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. Ground and/or pole signs are a type of freestanding sign. ***(i)~~(e)~~Inflatable advertisement:*** Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure. ***(j)~~(f)~~Motor vehicle sign:*** A sign or advertising display mounted or painted on a motor vehicle or truck trailer. ***(k)~~(g)~~Outdoor advertising sign:*** Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. This definition includes billboards. ***~~(h)Point-of-sale sign:~~*** ~~Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold, manufactured or~~

#	Subject and purpose	Old text/ location	New text/ location
		(i) ***Real estate sign:*** Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed. (j) ***Snipe sign:*** Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way. (k) ***Subdivision sign:*** Any sign which indicates the name of a subdivision, planned unit development or residential/agriculture project, and which is located on the same property which is identified. (l) ***Trailer sign:*** Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or such a sign engineered as a free standing sign, transported to the site on a trailer, and used for advertising or promotional purposes.	~~stored on the premises. Such signs shall be located on the premises to be advertised.~~ ***(l)~~(i)~~Real estate sign:*** Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed. ***(m)Shopping Center Sign:*** A type of freestanding sign used to identify multiple businesses located within a single development. ***(n)~~(j)~~Snipe sign:*** Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way. ***(o)~~(k)~~Subdivision sign:*** Any sign which indicates the name of a subdivision, planned ~~unit~~ development or residential/agriculture project, and which is typically located onsite at an entrance to the project or development ~~on the same property which is identified~~. ***(p)~~(l)~~Trailer sign:*** Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or ~~such~~ a sign ~~engineered as a freestanding sign,~~ transported to the site on a trailer, and used for advertising or promotional purposes. ***(q)Wall Sign:*** a sign erected on the wall of a building, or a sign which is affixed to or painted on an exterior wall, subject to the maximum copy area requirements in Chapter 30 Part 13. ***(r)Wayfinding Sign***: A sign intended to provide directional information to help people more easily and safely locate their intended destination. ***(s)Window Sign:*** a sign graphic, or design which is painted, mounted, or otherwise displayed within 3 feet of a window in a manner to present a message to or attract attention of the public on adjoining streets, subject to the maximum area requirements in Chapter 30 Part 13. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall not be considered window signs.
13.		**Chapter 5 – ADMINISTRATION**	

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td>14.</td><td>Remove the administrative adjustment for ADUs since these are now allowed without the adjustment.</td><td>
Sec. 5.19. - Administrative adjustments.
<table>
<tr><th>Approval Type</th><th>Code Section(s)</th><th>Director</th><th>BCC**</th></tr>
<tr><td>Site Plan (including Special Exception Site Plans)</td><td>Chapter 30 Parts 14, 15, 18, 19, 32, 36, 38—42, 46—48, 60, 62, 63, 64, 70, 74</td><td>10%—15%*</td><td>20%</td></tr>
<tr><td>Planned Development/RP</td><td>See approved site plan/DO/DCA</td><td>10%—15%*</td><td>20%</td></tr>
<tr><td>Sign Permit</td><td>Sec. 30.1243(a)</td><td>10%</td><td>20%</td></tr>
<tr><td>Arbor Permit</td><td>Sec. 60.22(f)</td><td>10%—15%*</td><td></td></tr>
<tr><td>Accessory Dwelling Units</td><td>Sec. 30.1345(g)</td><td>10%***</td><td></td></tr>
</table>
Director: Development Services Department Director or designee.
BCC: Board of County Commissioners.
DO: Development Order.
DCA: Developer's Commitment Agreement.
*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.
**Maximum adjustment without public hearing.
***In no case shall an accessory dwelling unit exceed 1,100 square feet.
...
</td><td>
Sec. 5.19. - Administrative adjustments.
<table>
<tr><th>Approval Type</th><th>Code Section(s)</th><th>Director</th><th>~~BCC**~~</th></tr>
<tr><td>Site Plan (including Special Exception Site Plans)</td><td>Chapter 30 Parts ~~14, 15, 18, 19, 32, 36, 38—42, 46—48, 60, 62, 63, 64, 70, 74~~ 3,4,6,7,10, and 11.</td><td>~~10%—1~~5%*</td><td>~~20%~~</td></tr>
<tr><td>~~Planned Development/~~RP</td><td>See approved site plan/DO~~/DCA~~</td><td>~~10%—~~15%*</td><td>~~20%~~</td></tr>
<tr><td>Sign Permit</td><td>Sec. ~~30.1243(a)~~ 30.13.3</td><td>10%</td><td>~~20%~~</td></tr>
<tr><td>Arbor Permit</td><td>~~Sec. 60.22(f)~~ 60.9 (d)</td><td>~~10%—~~15%*</td><td></td></tr>
<tr><td>~~Accessory Dwelling Units~~</td><td>~~Sec. 30.1345(g)~~</td><td>~~10%***~~</td><td></td></tr>
</table>
Director: Development Services Department Director or designee.
~~BCC: Board of County Commissioners.~~
DO: Development Order.
~~DCA: Developer's Commitment Agreement.~~
*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.
~~**Maximum adjustment without public hearing.~~
~~***In no case shall an accessory dwelling unit exceed 1,100 square feet.~~
...
(c) Review Procedure. The ~~Economic & Community~~ Development Services Director, or designee, shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may
</td></tr>
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#	Subject and purpose	Old text/ location	New text/ location
		(c) Review Procedure. The Economic & Community Development Services Director shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc. (d) Review Criteria. All administrative adjustments shall meet the following criteria: (1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code. (2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district and/or activities inconsistent with the Comprehensive Plan. **...**	refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc. (d) Review Criteria. All administrative adjustments shall meet the following criteria: (1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code. (2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district, development order, developer's commitment agreement and/or activities inconsistent with the Comprehensive Plan. ...
15.		**Sec. 5.20. - Engineering manuals.** (a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.	**Sec. 5.20. - Engineering manuals.** (a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (b) The Utilities ~~Environmental Services~~ Department is authorized and directed to establish and maintain the Seminole County, Florida ~~Environmental Services~~ Utilities Engineering Manual, which contains the technical requirements for the

#	Subject and purpose	Old text/ location	New text/ location
		(b) The Environmental Services Department is authorized and directed to establish and maintain the Seminole County, Florida Environmental Services Utilities Engineering Manual, which contains the technical requirements for the matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Environmental Services Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (c) The Public Safety Department is authorized and directed to establish and maintain the Seminole County, Florida Public Safety Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Safety Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.	matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Utilities ~~Environmental Services~~ Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (c) The Fire ~~Public Safety~~ Department is authorized and directed to establish and maintain the Seminole County, Florida Fire Department ~~Public Safety~~ Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Fire Chief ~~Public Safety Director~~ or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.
16.		**Chapter 20 - DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS**	
17.	New section.		Sec. 20.13.- Enforcement Violation of a development order, or any condition contained therein, will be enforced through the County's code enforcement process in Chapter 53, Seminole County Code.
18.		**CHAPTER 30- ZONING REGULATIONS**	

#	Subject and purpose	Old text/ location	New text/ location
19.		**PART 2. – ESTABLISHMENT OF DISTRICTS**	
20.	Revise requirement to allow more residential homes to be built on antiquated existing platted lot.	30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met: a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and b. The subject parcel is in the urban area; and c. Fifty (50) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and ***	30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met: a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and b. The subject parcel is in the urban area; and c. ~~Fifty (50)~~ Ten (10) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and ***
21.		**PART 3. – ADMINISTRATION**	
22.	Updated division name.	30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the current planning office; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.	30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the ~~current planning office;~~ Planning and Development Division; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.

#	Subject and purpose	Old text/ location	New text/ location
23.	Correct numbering. Refresh language. Refresh language.	30.3.1.5 Special exceptions. (a)(6)(b) (a)The Planning and Zoning Commission shall hold a public hearing or hearing to consider a proposed special exception and submit in writing its recommendations on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested: … b. If located in OP: i. Is consistent with the general zoning category and plan of the OP Office District. i. Is compatible with the concept of low intensity of land usage and site coverage. iii. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services. iv. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading. … (b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners may prescribe appropriate conditions and safeguards. Violation	30.3.1.5 Special exceptions. (a)(6)(b) (a) The Planning and Zoning Commission shall hold a public hearing ~~or hearing~~ to consider a proposed special exception, and submit in writing its recommendation~~s~~ to approve, approve with conditions or deny the special exception request ~~on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards~~ to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested: … b. If located in OP: i. Is consistent with the general zoning category and plan of the OP Office District. ii. Is compatible with the concept of low intensity of land usage and site coverage. iii. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services. iv. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading. … (b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners ~~may prescribe~~ require appropriate conditions and safeguards. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may ~~prescribe~~ require, a reasonable time limit within

#	Subject and purpose	Old text/ location	New text/ location
		of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may prescribe a reasonable time limit within which the action for which the special exception is required shall be begun or completed, or both.	which the action for which the special exception is required shall be begun or completed, or both.
24.	New section		30.3.1.6 Conventional Rezonings. (a) The Planning and Zoning Commission shall hold a public hearing to consider a request for conventional rezoning pursuant to the criteria below, and submit its recommendation of denial or approval, in writing, to the Board of County Commissioners for official action. After review of the application request and public hearing, the Board of County Commissioners may approve the request for rezoning; provided that the Board determines the request: (1) Complies and is consistent with the County's comprehensive plan; (2) Meets this Code and other applicable County regulations; (3) Is compatible with existing and planned uses in the surrounding area; (4) Will provide access sufficient to support the proposed development intensity and the provision of public services; (5) The expected impacts on transportation facilities will be addressed by existing County regulations; (6) Will not adversely affect environmentally critical or sensitive areas and natural resources; and (7) Has access to and will be served by an adequate level of public services such as sewer, water, police, fire, schools and related services: and. (8) Provides a benefit to the community by meeting Goals and Policies within the Comprehensive Plan. (b) Application for conventional rezoning request. An applicant for a rezoning shall file with the Planning & Development Division a written

#	Subject and purpose	Old text/ location	New text/ location
			application addressing the above criteria, accompanied by payment of the appropriate fees, and a survey of the property completed within two years of the date of submission for application. (c) Community Meeting. An applicant for a rezoning shall hold a Community Meeting prior to the public hearing in accordance with Section 30.3.5 of the Land Development Code.
25.		30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, Board, or bureau of the County affected by any decision of the Planning Manager under this Code. Such appeal shall be taken within thirty (30) days after such decision is made by filing with the Planning Manager a notice of appeal specifying the grounds thereof. The appeal shall be in such form which provides a notice of the decision appealed and a discussion of the alleged error in the decision. The Planning Manager shall, upon notification of the filing of the appeal, forthwith, transmit to the Board of Adjustment all the documents, plans, papers, or other materials constituting the record upon which the action appealed from was taken.	30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be ~~taken~~ brought by any person aggrieved ~~or by any officer, Board, or bureau of the County affected~~ by any decision of the Planning Manager under this Code. Such appeal shall be ~~taken~~ submitted within thirty (30) days ~~after such~~ of the Planning Manager's decision ~~is made~~ by filing ~~with the Planning Manager~~ a written notice of appeal with the Planning Manager specifying the grounds and reasons for appeal ~~thereof~~. The appeal shall also ~~be in such form which provides a notice of the~~ include a copy of the decision being appealed and a discussion of the alleged error in the decision. The Planning Manager shall~~, upon notification of the filing of the appeal, forthwith,~~ transmit to the Board of Adjustment the notice of appeal and all documents, plans, papers, or other materials constituting the record of the Planning Manager's decision, and have the appeal set for hearing before the Board of Adjustment ~~upon which the action appealed from was taken~~.
26.		30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney. For procedural purposes, an application for a special exception and an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.	30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for ~~the~~ hearing ~~of~~ the appeal, give public notice thereof, as well as ~~due~~ notice to the parties in interest, and decide ~~same~~ the appeal within a reasonable time. ~~Upon~~ During the hearing, any party may appear in person or by agent or by attorney. For procedural purposes, ~~an application for a special exception and~~ an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.
27.		30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, may, within fifteen (15) days after the filing of any decision in the office of the	30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, may, within fifteen (15) days after ~~the filing of any decision in the office of the Planning Division~~ rendition of the Board of Adjustment's decision, but not thereafter,

#	Subject and purpose	Old text/ location	New text/ location
		Planning Division, but not thereafter, apply to the Board of County Commissioners for relief. The appeal before the Board of County Commissioners shall be de novo. The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.	~~apply~~ may submit a written notice of appeal to the Board of County Commissioners for relief. The notice of appeal must be submitted to the Planning and Development Division and include a copy of the Board of Adjustment Decision, state the grounds and reasons for appeal, and a discussion of the alleged error in the decision. The Planning and Development Division will set the time and date of the hearing before the Board of County Commissioners and provide notice to the parties in interest. The appeal before the Board of County Commissioners shall be de novo. ~~The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.~~ Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board of County Commissioners with the Clerk to the Board. Upon the Board making a ruling relative to the appeal, any applicable development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.
28.		30.3.3.6 An appeal to the Board of County Commissioners shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the	30.3.3.6 Stay. An appeal to the Board of County Commissioners shall stay all further proceedings in ~~furtherance of~~ the action appealed from, unless the Board of County Commissioners determines, after considering evidence and testimony presented by County staff and the appellant, that the stay would cause imminent peril to lives or property. ~~the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any~~

#	Subject and purpose	Old text/ location	New text/ location
		Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.	~~development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.~~
29.	Revised section title. Clarified language applies to nonsocnformi ng uses only.	**Sec. 30.3.10. - Nonconforming uses.** ... (d)A nonconforming building or structure, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.	**Sec. 30.3.10. -** ~~**Nonconforming uses.**~~ **Nonconformities.** ... (d)A ~~nonconforming~~ building or structure operating a nonconforming use, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.
30.	Revised section title. (Updated for clarification- no change to process)	30.3.10.2 Nonconforming mobile homes in Agricultural Zones.	30.3.10.2 Nonconforming mobile homes and lot sizes in Agricultural Zones.
31.		30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1. (a) All mobile or manufactured homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming use in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy. (b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code.	30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1. (a) All mobile ~~or manufactured~~ homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming ~~use~~ structure in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy. (b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code. (c) Existing mobile or manufactured homes may be replaced with a manufactured home ~~of not greater than two (2) times the original floor area~~ without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such

#	Subject and purpose	Old text/ location	New text/ location
		(c) Existing mobile or manufactured homes may be replaced with a manufactured home of not greater than two (2) times the original floor area without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception. (d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4. 30.3.10.4 Non-conforming lots. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat.	home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception. (d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4. 30.3.10.4 Non-conforming lots and parcels. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat. When a residential unit on a nonconforming parcel that is zoned for residential or agriculture, is destroyed by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure, the principal unit may be reconstructed. The reconstructed unit must conform to the setbacks required by the underlying zoning district or receive a variance.
32.	New section		**Sec. 30.3.13. – Nonconformance due to government taking or voluntary dedication.** In any zoning district, should a governmental agency obtain a portion of a conforming lot for a public purpose, either through eminent domain proceedings or voluntary conveyance, and a nonconforming lot results, the Development Services Director shall have the authority to waive any, in whole or in part, requirements outlined herein for said lot with respect to minimum lot width, minimum lot area and minimum building setbacks, parking requirements, landscape and buffering, provided all other requirements of this Code are met.
33.		**PART 4. - ZONING DISTRICT STANDARDS**	
34.		**Sec. 30.4.8. - R-3 and R-3A Multiple-Family Dwelling Districts.**	**Sec. 30.4.8. - R-3 and R-3A Multiple-Family Dwelling Districts.**

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for the development plan. This is reviewed at time of site plan. The accessory uses have been relocated to 30.6.1.1	*** 30.4.8.2 Density regulations. (a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed: (1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or (2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District. 30.4.8.3R3, R3-A - General Provisions and Exceptions. (a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval. (b) Accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use. (c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty	*** 30.4.8.2 Density regulations. (a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed: (1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or (2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District. 30.4.8.3 R-3, R3-A - General Provisions and Exceptions ~~(a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval.~~ ~~(b)~~(a) Accessory uses ~~may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.~~ shall be permitted in accordance with the Additional Use Standards of Part 6. ~~(c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager.~~

#	Subject and purpose	Old text/ location	New text/ location
		and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager. (d) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space. (e) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex. (f) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, , and landscaping. (g) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits. (h) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.	~~(d)~~(b) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space. ~~(e)~~(c) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex. ~~(f)~~(d) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, any accessory uses located on-site, and landscaping. ~~(g)~~(e) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits. ~~(h)~~(f) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.
35.		**Sec. 30.4.9. - R-4 Multiple-Family Dwelling District.** 30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story	**Sec. 30.4.9. - R-4 Multiple-Family Dwelling District.** 30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for the development plan. This is reviewed at time of site plan. Reference accessory uses in 30.6.1.1	apartments and certain uses which are quasi-residential in character. 30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule: ***(Note: See ordinance for table. No changes to table.)*** 30.4.9.3 General provisions and exceptions. (a)Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval(b)Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit.(c)If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way.	multiple-story apartments and certain uses which are quasi-residential in character. 30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule: ***(Note: See ordinance for table. No changes to table.)*** 30.4.9.3 General provisions and exceptions. (a) ~~Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval~~ Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6. (b) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit. (c) If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way.
36.	Add reference to accessory uses.	**Sec. 30.4.14. - OP Office District.** 30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic	**Sec. 30.4.14. - OP Office District.** 30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The District is most generally located on arterial or collector roadways. Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

#	Subject and purpose	Old text/ location	New text/ location
		movement. The District is most generally located on arterial or collector roadways.	
37.		**PART 5. - PERMITTED USES BY ZONING DISTRICT**	
38.	Updated reference to section number	30.5.1.2 Interpretation of Permitted Uses Table. ... (h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section 30.3.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board	30.5.1.2 Interpretation of Permitted Uses Table. ... (h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section ~~30.3.3.1.5~~ 30.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board
39.		**Sec. 30.5.2. - Permitted use table and footnotes.** ***Note: Please see the ordinance for this table.***	**Sec. 30.5.2. - Permitted use table and footnotes.** ***Note: Please see the ordinance for this table.***
40.		**PART 6. - ADDITIONAL USE STANDARDS**	
41.	Corrected lettering order.	**Sec. 30.6.1. - Accessory buildings and uses.** 30.6.1.1 Accessory uses in office and multiple-family residential uses. (a) Accessory uses, when permitted, are intended to complement any permitted uses. (b) Accessory uses shall include, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. (1) OP Office District (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts (c) Location. Accessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings.	**Sec. 30.6.1. - Accessory buildings and uses.** 30.6.1.1 Accessory uses in office and multiple-family residential uses. (a) Accessory uses, when permitted, are intended to complement any permitted uses. (b) Accessory uses may ~~shall~~ include~~, but not be limited to~~: ~~Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary.~~ (1) OP Office District: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. Any uses like or similar uses must be approved by the Planning and Development Division Manager. (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts: Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs. However, such uses shall be limited to complexes of one hundred (100)

#	Subject and purpose	Old text/ location	New text/ location
		(d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building. (e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use. (e) Accessory uses as described above are permitted in the following zones: (1) OP Office District (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts (f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.	or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed, unless otherwise approved by the Planning and Development Division Manager. Any uses like or similar uses must be approved by the Planning and Development Division Manager. (c) Location. In office developments, a~~A~~ccessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings. In multiple-family developments, accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use. (d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building. (e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use. ~~(e) Accessory uses as described above are permitted in the following zones:~~ ~~(1) OP Office District~~ ~~(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts~~ (f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.
42.	Added exemption for accessory structures that are architecturally consistent to exceed fifty (50) percent of the living area of the principal building on A-1	**30.6.1.2. Accessory buildings and uses in residential areas.** (a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building. (b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory. (c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.	**30.6.1.2. Accessory buildings and uses in residential areas.** (a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building. (b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory. (c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted. (d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and

#	Subject and purpose	Old text/ location	New text/ location
	properties that exceed 3 acres of total area. Allow accessory structures that are architecturally consistent to be maximum height allowed in zoning district.	(d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel. (e) Accessory buildings shall not exceed the principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building This provision does not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district. (f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.	under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel. (e) Accessory buildings shall not exceed the height limitations of the underlying zoning district. ~~principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable.~~ When the height of an accessory structure exceeds the height of the principal structure, the structures shall be architecturally compatible. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. ~~This provision does~~ These provisions do not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts, or properties zoned A-1 that exceed three (3) acres in total area and the accessory structure is architecturally compatible. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district. (f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.
43.		**30.6.1.3 Accessory Dwelling Units.** (a) Accessory Dwelling Units Generally.	**30.6.1.3 Accessory Dwelling Units.** (a) Accessory Dwelling Units Generally.

#	Subject and purpose	Old text/ location	New text/ location
	Removed requirement that structures converted into ADUs be at least two hundred eighty-five (285) percent of the size of the original unit. Removed reference to 5.19 (administrative adustments) since maximum	(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons. (2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days. (3) An existing home may be utilized as an ADU upon construction of an additional unit at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet. (4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or	(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons. (2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days notwithstanding section 509.032(7)(b), Florida Statutes. (3) An existing home may be utilized as an ADU upon construction of an additional unit as long as the converted structure meets the size criteria of this section. ~~at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.~~ (4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations. (5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and

#	Subject and purpose	Old text/ location	New text/ location
	allowed ADU size is increasing to the previously allowed size through the adjustment. Removed restriction for ADU parking in rear of property. Increased maximum allowed ADU size in R districts from 1000 sq ft to 1100 sq ft. Increased maximum allowed ADU size in A-3, A-5, A-10 from 1000 sq ft to 1600 sq ft. Increased maximum ADU size in all districts from	enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations. (5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity Planned Development (HIP) future land use designations. (6) The Board of Adjustment shall not consider variances related to ADU size, or minimum area and width of any lot where an ADU is proposed. (7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area, or to the rear of the unit. (8) Impact Fees. a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed restrictions or other agreements as	Higher Intensity Planned Development (HIP) future land use designations. (6) An accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,100 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel. Within the A-3, A-5, and A-10 zoning Districts, and properties zoned A-1 that exceed three (3) acres in total area, the accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,600 square feet, whichever is less. Regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet in all zoning districts that allow accessory dwelling units. ~~The Board of Adjustment shall not consider variances~~ Variances related to ADU size, or minimum area and width of any lot where an ADU is proposed are not permitted. (7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area~~, or to the rear of the unit~~. (8) Impact Fees. a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes. b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the

#	Subject and purpose	Old text/ location	New text/ location
	35% of the gross floor area to 50% of the living area of the principal dwelling unit. Allow all ADUs in all districts were permitted to be 700 sq ft, regardless of principal dwelling unit size.	necessary to ensure that the ADU is used for affordable housing purposes. b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule. (b) Accessory Dwelling Units in A-3, A-5, and A-10. (1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements: a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot; b. Except as provided in Section 5.19(b), total floor area of the accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the main residence; or one thousand (1,000) square feet, whichever is less; i. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home. ii. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the	ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule. (b) Accessory Dwelling Units in A-3, A-5, and A-10. (1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements: a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot; b. ~~Except as provided in Section 5.19(b), t~~Total floor area of the accessory dwelling unit shall not exceed ~~thirty-five (35)~~ fifty (50) percent of the ~~gross floor~~ living area of the main residence; or ~~one thousand (1,000)~~ 1,600 square feet square feet, whichever is less; regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square. i. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home. ii. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility. c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line. (c) Accessory Dwelling Units in Other Districts. (1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td></td><td></td><td>National Flood Insurance Program, to ensure neighborhood compatibility.

c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line.

(c) Accessory Dwelling Units in Other Districts.

(1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width.

(2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable:

a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows</td><td>by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width.

(2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable:

a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU.

b. Building elevations shall be provided for review prior to issuance of permits.

~~(3)~~(d) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits:

<table><tr><th>Zoning District</th><th>Maximum Impervious Coverage*</th></tr><tr><td>RC-1, A-1</td><td>30%</td></tr><tr><td>R-1BB</td><td>65%</td></tr><tr><td>R-1B</td><td>60%</td></tr><tr><td>R-1</td><td>50%</td></tr></table></td></tr>
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may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU.

b. Building elevations shall be provided for review prior to issuance of permits.

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<tr><td>R-1B</td><td>60%</td></tr>
<tr><td>R-1</td><td>50%</td></tr>
<tr><td>R-1A</td><td>40%</td></tr>
<tr><td>R-1AA</td><td>40%</td></tr>
<tr><td>R-1AAA</td><td>40%</td></tr>
<tr><td>R-1AAAA</td><td>30%</td></tr>
<tr><td>PD</td><td>**</td></tr>
</table>
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<table>
<tr><td>R-1A</td><td>40%</td></tr>
<tr><td>R-1AA</td><td>40%</td></tr>
<tr><td>R-1AAA</td><td>40%</td></tr>
<tr><td>R-1AAAA</td><td>30%</td></tr>
<tr><td>PD</td><td>**</td></tr>
<tr><td colspan="2">*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments).
**The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.</td></tr>
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#	Subject and purpose	Old text/ location	New text/ location
		*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments). **The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.	
44.	Clarified what is considered an "entrance" when measuring the distance between the entrance of an alcoholic beverage establishment and a school. Removed separation requirements from alcoholic beverage establishment to houses of worship, like establishments, and residential properties.	**Sec. 30.6.6. - Alcoholic beverage establishments** 30.6.6.1 Approvals on state alcoholic beverage licenses. (a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the planning office which form shall, at a minimum, describe the uses which will occur on the property. (b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property. 30.6.6.2 Performance standards. (a) Definitions. For the purpose of this Section, the following definitions shall apply: (1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an	**Sec. 30.6.6. - Alcoholic beverage establishments** 30.6.6.1 Approvals on state alcoholic beverage licenses. (a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the ~~planning office~~ Planning and Development Division, which form shall, at a minimum, describe the uses which will occur on the property. (b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property. 30.6.6.2 Performance standards. (a) Definitions. For the purpose of this Section, the following definitions shall apply: (1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an establishment is a bona fide restaurant shall be made by the Planning Manager. (2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a

#	Subject and purpose	Old text/ location	New text/ location
	Decreased the separation requirement between alcoholic beverage establishments and schools from 1000 feet to 500 feet, to be consistent with state statutes. Revised the method of calculating measurement from lot line to actual entrance of the building. Removed buffering requirement for alcoholic	establishment is a bona fide restaurant shall be made by the Planning Manager. (2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental. (b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within one thousand (1,000) feet of a church or school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use. (c) Landscaping and buffer requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under Section 30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.	bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental. (b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within ~~one thousand (1,000)~~ five hundred (500) feet of a ~~church or~~ school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use. (c) Landscaping and buffering shall be consistent with ~~requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under~~ Section 30.14.5 ~~30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.~~ (d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain a five hundred (500) foot separation from the nearest entrance of any public, private or parochial school. The five (500) foot separation shall be measured from the entrance of the alcoholic beverage establishment to the nearest entrance of the school. The entrance is considered to be any point of access to the building intended for use by the public, customers, students or visitors. ~~the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments:~~ ~~(1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship.~~

#	Subject and purpose	Old text/ location	New text/ location
	beverage establishment. They will still adhere to standard requirements in Ch 30 part 14.	(d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments: (1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship. (2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school. (3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions: a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation. b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.	~~(2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school.~~ ~~(3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions:~~ ~~a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation.~~ ~~b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.~~ ~~(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.~~

#	Subject and purpose	Old text/ location	New text/ location
		(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.	
45.		**Sec. 30.6.7. - Communication antennas/towers.** **..** 30.6.7.3 Performance standards. (b) Minimum Separation From Off-Site Uses/Designated Areas. (1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below. (2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided. (3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (4) Separation distances may be decreased or increased by the Board of Adjustment in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented	**Sec. 30.6.7. - Communication antennas/towers.** **...** 30.6.7.3 Performance standards. (b) Minimum Separation From Off-Site Uses/Designated Areas. (1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below. (2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided. (3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (4) Separation distances may be decreased ~~or increased~~ by the Board of ~~Adjustment~~ County Commissioners. The requirements to obtain a separation decrease are set forth in Table 1 below. ~~in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented demonstrating unique planning considerations and compatibility impacts.~~ ***Note: See Ordinance for*** **TABLE 1MINIMUM SEPARATION FROM OTHER USES** (c) Separation Distances Between Communication Towers.

#	Subject and purpose	Old text/ location	New text/ location
		demonstrating unique planning considerations and compatibility impacts. ***Note: See Ordinance for* TABLE 1MINIMUM SEPARATION FROM OTHER USES** (c) Separation Distances Between Communication Towers. (1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing. (2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower. (3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below: ***Note: See Ordinance for* TABLE 2 SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS** (4) A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings being made that the aesthetic impacts of the tower are enhanced, that compatibility with abutting property owners is maintained, and the approval of the tower would be consistent with and further the provisions of Section 30.6.7.1. The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a	(1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing. (2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower. (3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below: ***Note: See Ordinance for* TABLE 2 SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS** (4) Minimum separation distances between communication towers, as set forth in Table 2, may be decreased ~~A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted~~ when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings ~~being made~~ that the aesthetic impacts of the tower are ~~enhanced,~~ mitigated, that compatibility with abutting property owners is maintained, and the approval of the proposed tower ~~would be~~ is consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~

#	Subject and purpose	Old text/ location	New text/ location
		variance hereunder, but shall not be determinative as to whether the variance may be granted.	
46.		30.6.7.4 Design criteria. (a) Illumination. Communication towers shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA)	30.6.7.4 Design criteria. (a) Illumination. Communication towers shall not be artificially ~~lighted~~ lit except to ~~assure~~ ensure human safety or as required by the Federal Aviation Administration (FAA)
47.		30.6.7.5 Abandonment. ... the three hundred sixty (360) day period as set forth in this Section, the special exception and/or variance for the tower shall automatically expire. (d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, with the Planning Manager in favor of the County in an amount found by the Planning Manager to be reasonably necessary to remove the communication tower in the event of abandonment. The Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners. The contents of such bond shall include or the bond shall be accompanied by a contingent right of entry which runs with the land to authorize entry upon the property in the event that it is necessary to remove the abandoned tower.	30.6.7.5 Abandonment. ... (d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, ~~with the Planning Manager~~ in favor of the County in an amount, as estimated by the owner/operator's engineering consultant, ~~to found by the Planning Manager to be reasonably necessary~~ that includes all work necessary to remove the communication tower and return the site to the condition it existed prior to the placement of the communication tower on the site ~~in the event of abandonment~~. The County Engineer shall review the bond estimate provided by the owner/operator to determine whether or not the amount of the bond is sufficient to cover the work required and either approve or require the owner/operator to revise the estimate. ~~Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners.~~ The contents of such bond shall include, or the bond shall be accompanied by, a contingent right of entry in favor of the County ~~which~~ that runs with the land ~~to authorize~~ authorizing entry upon the property in the event that it is necessary to remove the abandoned tower.
48.		30.6.7.7 Collocation of communication tower antennas. (a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy	30.6.7.7 Collocation of communication tower antennas. (a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy the requirements of this Section and no special exception is required. If collocation requires utilization of real property for construction of ancillary facilities such as

#	Subject and purpose	Old text/ location	New text/ location
	Remove requirement for proposed collocations to be advertised in the newspaper.	the requirements of this Section and no special exception is required. (b) Procedure for administrative granting of special exceptions. If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection. (1) The Planning Manager, after consultation with the applicant, shall determine in conjunction with the Development Services Director, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section. (2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.	equipment rooms, which uses are expressly prohibited by existing special exceptions, then an amendment to the special exception shall be required. (b) Procedure for administrative granting of ~~special exceptions~~ collocation. ~~If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection.~~ (1) The Planning Division Manager, after consultation with the applicant, shall determine ~~in conjunction with the Development Services Director~~, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section. (2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning Division Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed. ~~cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.~~ (3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location.

#	Subject and purpose	Old text/ location	New text/ location
		(3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location. (4) If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed. (5) The Development Services Director shall issue a development order or denial development order consistent with the determination made under this Section. (c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower. (d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an	(4) ~~If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~ ~~(5)~~ The ~~Development Services Director~~ Planning Division Manager shall issue a development order or denial development order consistent with the determination made under this Section. (c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower. (d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations. (e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for communication companies to file a 10-year master plan of existing and proposed communication towers. The County does not track these and is not the regulating body to do so.	additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations. (e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the	been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. ~~(f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.~~

#	Subject and purpose	Old text/ location	New text/ location
		anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.	
49.		**Sec. 30.6.10. - Community residential homes, and assisted living facilities.** 30.6.10.1 Statement of intent. (a) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an	**Sec. 30.6.10. - Community residential homes~~,~~ ~~and~~ assisted living facilities~~.~~, and Certified Recovery Residences.** ~~30.6.10.1 Statement of intent.~~ ~~(c) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an impediment to the successful functioning of foster care and group home facilities.~~ ~~(d) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities.~~

#	Subject and purpose	Old text/ location	New text/ location
		impediment to the successful functioning of foster care and group home facilities. (b) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities. 30.6.10.2 Community residential homes may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern. 30.6.10.3 Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern. (a) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed	30.6.10.~~2~~21 Community residential homes ~~may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~ "Community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. (a) Community residential homes of **six or fewer residents** which otherwise meet the definition of a community residential home shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table. (b) Community residential homes with **seven (7) to fourteen (14)** unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in Florida Statutes 419.001. (c) Community residential homes with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception in single- and two-family residential districts as shown in Sec. 30.5.2. - Permitted use table, providing, in addition to all other required findings: 1. The proposed community residential home shall not located within a radius of 1,200 feet of another existing community residential home. All distance requirements in this section shall be measured from the nearest point of the existing home

#	Subject and purpose	Old text/ location	New text/ location
		structure (facility) is compatible with the neighborhood in its physical size. (b) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use. (c) A copy of the application to the appropriate State agency shall accompany the application for the special exception.	or area of single-family zoning to the nearest point of the proposed home. 2. In single- and two-family residential districts (including A-1 and RC-1), when the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size. 3. In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use. 30.6.10.~~3~~2 ~~Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings:~~ Assisted Living Facilities ~~(d) That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~ ~~(e) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size.~~ ~~(f) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.~~ ~~(g) A copy of the application to the appropriate State agency shall accompany the application for the special exception.~~ "Assisted living facility" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal

#	Subject and purpose	Old text/ location	New text/ location
			services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. Facilities with a licensed capacity of six or fewer persons shall comply with the provisions of chapter 419. (a) Assisted living facilities of **six or fewer residents** which otherwise meet the definition of an assisted living facility shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table. (b) Assisted living facilities with **seven (7) to fourteen (14)** unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in Florida Statutes 419.001(3). (c) Assisted living facilities with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings: 1. The proposed assisted living facility shall not located within a radius of 1,200 feet of another assisted living facility. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home. 2. In single- and two-family residential districts (including A-1 and RC-1), when the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size. 3. In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.
50.	Updated section number.	30.6.10.4 Certified recovery residences	30.6.10.~~4~~3 Certified recovery residences

#	Subject and purpose	Old text/ location	New text/ location
51.	This section is being removed due to conflict with State regulations on home based businesses.	**Sec. 30.6.12. - Home office.** A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office, signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.	**Sec. 30.6.12. - ~~Home office.~~ Reserved** ~~A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office, signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.~~
52.	Update to ensure vacation rentals are inspected by Seminole County Code Enforcement.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.3 Minimum vacation rental standards to be verified by self-certification through registration.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.3 Minimum vacation rental standards to be verified by ~~self-certification through registration~~ inspection performed by Seminole County Code Enforcement Division.
53.	Update contact information for Code Enforcement.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.4 Violations procedure. (a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances. (b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx. ***	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.4 Violations procedure. (a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances. (b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Division. ~~Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx.~~ ***

#	Subject and purpose	Old text/ location	New text/ location
54.	New section to address live-work units		**Sec. 30.6.20. – Live-work Units** (a) General Requirements. 1. Must be consistent with Florida Building Code as follows: I. The maximum total area of a live/work unit is 3,000 square feet; II. The nonresidential area shall be limited to 50 percent of the total area; III. The nonresidential function shall be limited to the first or main floor of the structure only;Not more than five (5) employees may occupy the nonresidential area at any one time; IV. Not more than five (5) employees may occupy the nonresidential area at any one time; 2. A live-work unit may be a detached structure, an attached structure, or a unit within a multi-unit structure; and 3. Access to each unit must be clearly separated from other live-work units. (b) Use Regulations. The non-residential component of the unit shall be limited to the uses permitted in the underlying zoning district, except for the following prohibited uses. 1. Adult entertainment activities/businesses; 2. Animal hospitals and clinics; 3. Automotive and other vehicle repair, services, painting, storage, or upholstery, or the repair of engines, including automobiles, boats, motorcycles, trucks, or recreational vehicles; 4. Boatmaking; 5. Mobile food vendors such as coffee carts, or tack trucks; 6. Gun and weapons sales; 7. Theaters 8. Uses which involve medical procedures; 9. Uses that require the handling of any hazardous (including biologically hazardous) or toxic, materials, substances or wastes, except for small, nonreportable or unregulated quantities that are used in woodworking, painting, or

#	Subject and purpose	Old text/ location	New text/ location
			photography, or in the making of jewelry, ceramics, pottery, and sculpture; 10. Uses that require explosives or highly combustible materials; 11. Welding, machine shop operations, or metal fabricating (except for artisan metal sculpture); and 12. Other uses that the director determines to be similar in character to those listed above.
55.		**PART 7. - DEVELOPMENT STANDARDS**	
56.	Language added to allow pool screen enclosure height to exceed height of home. Language already exists and is being relocated from the dimensional standards table.	30.7.2.4 Location of swimming pools and pool screen enclosures. (a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line.	30.7.2.4 Location of swimming pools and pool screen enclosures. (a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line. (d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body. (e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6,

#	Subject and purpose	Old text/ location	New text/ location
		(d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body. (e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of the Public Works Department Engineering Manual.	Erosion and Sediment Control, of the Public Works Department Engineering Manual. (f) Pool screen enclosures may exceed the height of the principal structure, but be no taller than permitted by the applicable zoning district.
57.	Allow alley to count as part of rear yard setback, as previously allowed.	30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street.	30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street. Whenever a lot abuts upon an alley, one half (1/2) of the alley width may be considered as a portion of the required rear yard.
58.	New language		30.7.2.11 Easements. Any structures or fences, temporary or permanent, shall not impede the intended purpose of an easement. Any structures, fences, or objects placed in an easement that impedes the intended purpose of the easement shall be removed by the property owner at the expense of the property owner.
59.		**Sec. 30.7.3. - Dimensional Standards Table.** ***Note: Please see the ordinance for this table.***	**Sec. 30.7.3. - Dimensional Standards Table.** ***Note: Please see the ordinance for this table.***
60.		**PART 8. - SPECIAL ZONING DISTRICTS**	
61.		**Sec. 30.8.3. - MM Missing Middle District and Alternative Standards.** 30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies.	**Sec. 30.8.3. - MM Missing Middle District and Alternative Standards.** 30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies. 30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies:

#	Subject and purpose	Old text/ location	New text/ location
	Clarify duplex definitions. Update definition of "Townhouse" to be consistent with the definition in Chapter 2. Update definition of	30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies: (a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout. (b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court. (c) *Duplex—Side-by-Side:* A detached structure that consists of two (2) dwelling units arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house. (d) *Duplex—Stacked:* A detached structure that consists of two (2) dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex. (e) *Townhouse:* An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. (f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above. (g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.	(a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout. (b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court. (c) *Duplex—Side-by-Side:* A duplex with units~~detached structure that consists of two (2) dwelling units~~ arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house. (d) *Duplex—Stacked:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex. (e) *Townhouse:* ~~An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.~~ A single-family dwelling constructed as a part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between walls or roofs. (f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above. (g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house. (h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. (i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units. (j) *Live-Work Unit:* ~~An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential~~

#	Subject and purpose	Old text/ location	New text/ location
	"Live-Work Unit" to be consistent with the definition in Chapter 2.	(h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. (i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units. (j) *Live-Work:* An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential unit typically have separate street entrances.	~~unit typically have separate street entrances.~~ A dwelling unit which includes a nonresidential use that is operated by the tenant and is consistent with the definition in the Florida Building Code for the same.
62.	Language added to clarify at what point the development plan is required and what must be shown on the plan. Consistent with current practice.	30.8.3.3 Review of Development Proposals (a) Final Development Plan Required. Prior to subdivision or site plan approval, the applicant must submit a final development plan consistent with the development criteria and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee. (b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.	30.8.3.3 Review of Development Proposals (a) ~~Final Development~~ Conceptual Plan Required with application. At the time of application for rezoning to Missing Middle, ~~Prior to subdivision or site plan approval~~ the applicant must submit a ~~final development~~ conceptual plan consistent with the development criteria of Sec. 30.8.3. to illustrate the general configuration of the proposed project. ~~and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee.~~ The conceptual plan may include, at a minimum, the following components: (a) Overall Site Boundary and Orientation. Show property boundaries, major adjacent streets, and general orientation (north arrow and scale). (b) Typology or Mixture of Typologies. Indicate the general location, size, and relationship of proposed land use areas (e.g., residential, commercial, open space, recreation, or conservation). Each typology shall be labeled with: I. Proposed use category; II. Maximum development intensity or density (dwelling units per acre or FAR); and III. Approximate acreage.

#	Subject and purpose	Old text/ location	New text/ location
			(c) Access and Circulation Concept. Identify primary vehicular access points, internal circulation patterns, and general pedestrian or bicycle connections. Street names are not required, but overall connectivity should be demonstrated. (d) Open Space and Environmental Features. Show the general location and proportion of open space, greenways, parks, natural areas, or stormwater features intended to serve the development. (e) Transition and Compatibility Areas. Illustrate how the development will transition to adjacent land uses (e.g., the use of buffers, step-downs in density, or open space separations). (f) Phasing Concept. If the development is proposed to be developed in phases, show general phase boundaries and describe the order of development. (g) Context Relationship Diagram. Include a small inset map or diagram illustrating the project's relationship to surrounding zoning, major roads, and nearby public facilities or amenities. (h) A summary table identifying total acreage, typology mix, gross density, maximum building heights, and open space percentages. The conceptual plan is intended to demonstrate that the site can accommodate the Missing Middle design standards, but the overall plan may be adjusted at any time prior to development as long as the design requirements are still met. (b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.
63.	Update Table name. Add language to clarify non-residential uses permitted in	30.8.3.6 Allowable Typologies and Densities (a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District. **Table 8.3-A: Permitted Missing Housing Middle Types** ***Note: See Ordinance for table***	30.8.3.6 Allowable Typologies and Densities (a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District. **Table 8.3-A: Permitted Missing ~~Housing~~ Middle Housing Types** ***Note: See Ordinance for table*** *NOTE: The change in this table is to allow duplexes, triplexes and quadplexes in R-1 and R-1A in the Urban Centers and Corridor Overlay ONLY.*

#	Subject and purpose	Old text/ location	New text/ location
	underlying zoning is still permitted in MM projects. Add language to clarify that live-work units shall be calculated as commercial area.		(b) In addition to the uses and typologies described in Table 8.3-A, any other permitted use in the underlying zoning district is allowed within a Missing Middle Development or a Mixed-Housing Development. Other permitted uses may be horizontally or vertically integrated with any of the allowable typologies subject to meeting the site and building requirements of this Section. Live-work units are subject to the limitations of Sec. 30.6.20. (c) Where the Comprehensive Plan limits percentage of a property that can be residential, any lot or land area that is devoted to a mixed-use or live/work building or supporting parking areas shall be considered non-residential. Buildings must meet all Florida Building Code requirements associated with the designation.
64.	Removed prohibition of dead-end streets, cul-de-sacs and hammerheads .	30.8.3.7 Site Regulations: (a) Missing Middle typologies may be clustered or distributed throughout the project. (b) No single Missing Middle typology may exceed five (5) acres of developable land. (c) Development includes a connected street grid which is accomplished by meeting the following conditions: (1) No portion of the project may be gated. (2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces. (3) Sidewalks are required on both sides of every street. (4) Dead end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director	30.8.3.7 Site Regulations: (a) Missing Middle typologies may be clustered or distributed throughout the project. (b) No single Missing Middle typology may exceed five (5) acres of developable land. (c) Development includes a connected street grid which is accomplished by meeting the following conditions: (1) No portion of the project may be gated. (2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces. (3) Sidewalks are required on both sides of every street. (4) ~~Dead end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director when wetlands, water bodies, or infrastructure corridors prevent connections.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity . Dead end streets, hammerheads, and culs-de-sac

#	Subject and purpose	Old text/ location	New text/ location
		when wetlands, water bodies, or infrastructure corridors prevent connections. (5) The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties. (6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots. (7) Pedestrian or vehicular connections to existing commercial uses should be provided where feasible. (d) Restrictions near development boundaries: (1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone. (2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.	may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (5) ~~The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties.~~ ~~(6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots.~~ ~~(7)~~ Pedestrian or vehicular connections to existing commercial uses should be provided where feasible. (d) Restrictions near development boundaries: (1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone. (2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.
65.	Remove language allowing county to condition approvals based on State licensing.	**Sec. 30.8.5. - PD Planned Development.** **...** 30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development. (a) Accessory dwelling units within any single-family residential lots in a PD may be	**Sec. 30.8.5. - PD Planned Development.** **...** 30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. ~~Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development.~~ (a) Accessory dwelling units within any single-family residential lots in a PD may be administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3. (b) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Airport Future Land Use

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td></td><td>Clarify which uses are considered permitted in HIP-AP Future Land Use.</td><td>administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3.</td><td>Designation, the following uses shall be considered airport-supportive and permitted:
a. Commercial kennels
b. Fire stations
c. Hotels & motels (excluding Bed & breakfast)
d. Hospitals
e. Rental car facilities
f. Light commercial
g. Industrial trade schools
h. Flight schools
i. Light Industrial (See Sec. 30.5.3.)
j. Manufacturing, Light (See Sec. 30.5.3.)
k. Office uses (See Sec. 30.5.3.)
l. Restaurants (standard and drive-through)
(c) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Target Industry Land Use Designation, the following uses shall be considered permitted:
<table><tr><th>Category</th><th>Industries</th></tr><tr><td>Manufacturing</td><td>Plastics and Commercial Printing
Electronics/Mechanical Assembly
Auto Parts
Fasteners/Spacers
Construction Products
Food Processing
Machinery
Transport Aircraft
Maintenance and Modification
Aircraft Manufacturing
Aerospace equipment</td></tr></table></td></tr>
</table>

#	Subject and purpose	Old text/ location	New text/ location	
	Relocated the permitted in HIP-TI Future Land Use from the Comprehensive Plan to the LDC.		**Advanced Technologies**	Research & Development Space Technology Simulation & Training Laser Technology Robotics
			Technical and Research Services*	General Management Consulting Marketing Interior Design Graphic Design Services Human Resources and Executive Search Environmental Engineering and Consulting Precision Instruments Civil Engineering Surveying and Mapping Telecommunications Industrial Design Lasers and Photonics
			Distribution	Food Products Consumer Products Restaurant/Commissary Airline Services Aircargo/Mail Services Durable Goods Distribution Non Durable Goods Distribution

#	Subject and purpose	Old text/ location	New text/ location	
			Financial and Information Services*	Legal Services Architectural Services Publishers Associations CPA's Headquarters Insurance Banks Telemarketing Bureaus Financial Transactions Processing Public Relations Agencies Credit Bureaus Advertising Agencies Consumer Lending Title Companies Computer Software and Design
			Life Sciences*	Hospitals and Medical Education Diagnostic Imaging Centers Medical Laboratories Agriscience Facilities Outpatient Facilities Blood and Organ Banks Research Laboratories Nursing Care Facilities Veterinary Services Pharmaceuticals Manufacturing and Research
			Digital Media*	Motion Picture and Video Production Simulation and Training Teleproduction Graphic Design Computer Hardware/Software Design and Development Animation

#	Subject and purpose	Old text/ location	New text/ location
			Other | Long Stay Tourism Hotels and Lodging International Trade Sports Associated Industries Other basic businesses and industries with high annual average wages *SeminoleWAY Industry and Facility Analysis: Real Estate Research Consultants, Inc.; May 1, 2008
66.	Remove CPTED as greater benefit option since the County does not have any policies or standards for how to	30.8.5.3 Review criteria. (a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide. (b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following: (1) Natural resource preservation. (2) Crime Prevention (CPTED). (3) Neighborhood/community amenities. (4) Provision of affordable or workforce housing. (5) Reduction in vehicle miles traveled per household. (6) Transit-oriented development.	30.8.5.3 Review criteria. (a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide. (b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following: (1) Natural resource preservation. (2) ~~Crime Prevention (CPTED).~~ Undergrounding of all utilities within the development and, if feasible, at the property boundaries. (3) Neighborhood/community amenities. (4) Provision of affordable or workforce housing. (5) Reduction in vehicle miles traveled per household. (6) Transit-oriented development. (7) Provision of new multimodal connectivity. (8) Innovation in water or energy conservation such as use of Florida Water Star practices.

#	Subject and purpose	Old text/ location	New text/ location
	implement CPTED. Allow undergrounding of utilities, DarkSky practices, and Florida-Friendly landscaping as a greater benefit option for PDs. Remove repetitious language regarding electric vehicles. Clarify projects in an overlay are still required to meet overlay standards.	(7) Provision of new multimodal connectivity. (8) Innovation in water or energy conservation. (9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan. (c) In addition, any proposed development under the PD ordinance must address the following goals: (1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis. (2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles; transportation demand management; or permitting complementary uses. (d) The PD application shall include a narrative addressing the following: (1) How the proposed development addresses the goals of the Comprehensive Plan. (2) Why the proposed development cannot be achieved under an existing conventional or special zoning district. (3) How the proposed development provides an innovative approach to land development. (4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.	(9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan. (10) Demonstrate consistency with DarkSky International Five Principles of for Responsible Outdoor Lighting through the development including the use of DarkSky Approved Luminaires or equivalent for outdoor lighting fixtures. (11) Additional landscaping, above that which is required, consists of a substantial proportion of native plants as identified in the IFAS Florida-Friendly Landscaping™ Plant Guide and is accompanied by a maintenance plan. (c) In addition, any proposed development under the PD ordinance must address the following goals: (1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis. (2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design~~; accommodation or neighborhood electric vehicles~~; transportation demand management; or permitting complementary uses. (3) If the proposed development falls within an overlay, the development must comply with the standards of that overlay. (d) The PD application shall include a narrative addressing the following: (1) How the proposed development addresses the goals of the Comprehensive Plan. (2) ~~Why~~ How the proposed development provides a use or design approach that cannot be achieved under an existing conventional or special zoning district. (3) How the proposed development provides an innovative approach to land development.

#	Subject and purpose	Old text/ location	New text/ location
		(e) Residential PD Design Standards: (1) If lot width is less than forty-five (45) feet, homes must be rear loaded, unless otherwise approved by the Board of County Commissioners. (2) Front-facing garage doors must be set back a minimum of twenty (20) feet. (3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story. (4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Board of County Commissioners. (f) Required Residential Neighborhood Improvements: (1) Street trees are required in generous planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall: a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site. b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include a root barrier. c. Be selected from the "Approved Plant Species List: Canopy Trees," except that Laurel Oaks may not be used as street trees.	(4) A description of the greater benefits to the County as described in (b) ~~that cannot be achieved under the existing provisions of this Code~~. ***NOTE: Items (e) and (f) are being relocated to 30.8.5.11. The changes are shown below for summary.*** (d) Residential PD Design Standards: (1) If lot width is less than forty-five (45) feet, homes must be rear loaded ~~unless otherwise approved by the Board of County Commissioners.~~ to avoid undue frequency of conflicts with pedestrians on the sidewalk, unless the access is from a private street and the Development Services Director determines that rear access is not feasible due to site constraints. (2) Front-facing garage doors must be set back a minimum of twenty (20) feet from the back of the sidewalk in order to maintain sufficient space for a vehicle to park without blocking the sidewalk. (3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story, unless otherwise approved by the Board of County Commissioners. (4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Development Services Director and approved by the Board of County Commissioners. ~~(f) Required Residential Neighborhood Improvements:~~ (5) Street trees are required in planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall: a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement that fifty (50) percent of pond frontage must be open to streets or community parks. Remove the 8% open space requirement since PDs already require 25%.	d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas. (2) Fifty (50) percent of pond frontage must be open to streets or community parks. a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk. b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements). (g) Common Useable Open Space: (1) In addition to the twenty-five (25) percent minimum open space requirements listed in Section 30.8.3.8, commonly accessible open space is required subject to the following standards: a. Minimum eight (8) percent of net buildable acreage utilized for open space. b. Open Space may be provided in multiple locations however each location must be: i. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways. ii. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.	b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include root barriers. c. Be selected from the Approved Plant Species List: Canopy Trees in Figure 14.1 except that Laurel Oaks may not be used as street trees. d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas. ~~(2) Fifty (50) percent of pond frontage must be open to streets or community parks.~~ ~~a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~ ~~b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~ ***NOTE: Item (g) will remain in 30.8.5.3 and be re-lettered to (e)*** ~~(g)~~(e) Common Useable Open Space: ~~(1) In addition to the~~ tTwenty-five (25) percent minimum open space ~~requirements listed in Section 30.8.3.8, commonly accessible open space~~ is required subject to the ~~following standards:~~ criteria of Section 30.14.2. ~~a. Minimum eight (8) percent of net buildable acreage utilized for open space.~~ ~~b. Open Space may be provided in multiple locations however each location must be:~~ ~~i. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~ ~~ii. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

#	Subject and purpose	Old text/ location	New text/ location
		iii. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.	~~iii. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.~~
67.	Section title updated	30.8.5.8 PD revisions.	30.8.5.8 PD ~~revisions~~ amendments.
68.	Definition for substantial development has been added so it is no longer determined by the Director.	30.8.5.9 Planned development time limitations. If substantial development, as determined by the Development Services Director, has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned unit development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.	30.8.5.9 Planned development time limitations. The criteria for substantial development status shall be established in the development order. In the case the development order does not address the criteria for substantial development status, the Development Services Director shall make a determination based on available capacity and infrastructure ability to support the development. If ~~s~~Substantial ~~d~~Development~~, as determined by the Development Services Director,~~ has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned ~~unit~~ development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.
69.	Clarification.	30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part.	30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part and may be subject to code enforcement procedures.

#	Subject and purpose	Old text/ location	New text/ location
70.		30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows: (a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division. Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director.	30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows: (a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division. Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director. Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses. (b) Phasing (1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on

#	Subject and purpose	Old text/ location	New text/ location
		Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses. (b) Phasing (1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on the approved master development plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan. (2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or	the approved master development plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan. (2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or amenities or portions thereof lie outside the phase. (3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development. (4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density

#	Subject and purpose	Old text/ location	New text/ location
	30.8.5.11 (d) (1-4) is being removed because the standards for open space are listed in 30.14.2. Removed to avoid repetitious language.	amenities or portions thereof lie outside the phase. (3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development. (4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan	or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development. (c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners. (d) Commonly Accessible Open space. Open space area requirements for planned developments ~~shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order,~~ shall meet the criteria of Section 30.14.2. unless otherwise approved within the master development plan or PD development order. ~~(1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements.~~ ~~(2) Open Space may be provided in multiple locations however each location must be:~~ ~~a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~ ~~b. Not less than 0.25 contiguous acres.~~ ~~c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open

#	Subject and purpose	Old text/ location	New text/ location
		policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development. (c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners. (d) Commonly Accessible Open space. Open space area requirements for planned developments shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order, shall meet the criteria of Section 30.14.2. (1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements. (2) Open Space may be provided in multiple locations however each location must be: a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways. b. Not less than 0.25 contiguous acres. c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from	~~space. Dog parks must contain waste disposal receptables and appropriate signage.~~ ~~(3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects).~~ ~~(4) Stormwater ponds must be amenitized as follows:~~ ~~a. Stormwater ponds must be open to the community and not fenced.~~ ~~b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~ ~~c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~ (e) Access and parking (1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other policies of the Transportation Element of the Comprehensive Plan. (2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development. (3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local

#	Subject and purpose	Old text/ location	New text/ location
	Remove prohibition of hammerhead turnarounds. Previously, PDs typically adjust buffer requirements using the reduced buffer width option found in Ch 30 Part 14. This reduced buffer option is being relocated into the PD section	the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage. (3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects). (4) Stormwater ponds must be amenitized as follows: a. Stormwater ponds must be open to the community and not fenced. b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk. c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements). (e) Access and parking (1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other	residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic. (4) ~~Hammerhead turnarounds shall be prohibited.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (f) Perimeter requirements (1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. ~~However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.~~ A planned development may not decrease any buffer requirement except in accordance with the following: a. Reduced Buffer Widths. Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Buffers having less than the standard widths established in Sec. 30.14.6 "Standard buffers" shall be subject to an increased landscape planting requirement as per the following:

Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 feet	Enhancement Required
0.3	10	3.00	3' hedge
0.4	10	2.50	3' open metal fence and 3' hedge

#	Subject and purpose	Old text/ location	New text/ location
	for better organization.	policies of the Transportation Element of the Comprehensive Plan. (2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development. (3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic. (4) Hammerhead turnarounds shall be prohibited. (f) Perimeter requirements (1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD. (2) Increased setbacks from the PD perimeter may also be imposed to	<table><tr><td>0.5</td><td>15</td><td>3.25</td><td>6' masonry wall*</td></tr><tr><td>0.6</td><td>20</td><td>4.00</td><td>6' masonry wall*</td></tr><tr><td>0.7</td><td>30</td><td>3.50</td><td>6' masonry wall*</td></tr><tr><td colspan="4">*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.</td></tr></table> (2) Reduced Buffer Widths may not be applied to required buffers within a specific overlay. (3) Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses. (g) Residential PD Design Standards: ***NOTE: Items 30.8.5.3 (e) and (f) are being relocated here. Proposed language shown in row 66.***

#	Subject and purpose	Old text/ location	New text/ location
		maintain compatibility with adjacent existing uses.	
71.	Re-inserting this section that was incidentally left out during the re-organization of the LDC in 2024. There are properties with this zoning classification and the requirements must be added back into the code. No changes are proposed to the previous language.		**Sec. 30.8.7 - UC UNIVERSITY COMMUNITY DISTRICT** ***Note: See ordinance for language. No changes proposed.***
72.		**PART 9. - SUPPLEMENTAL REGULATIONS**	
73.	Clarify boat may not be rented as living quarters.	**Sec. 30.9.5. - Boat dock requirements.** 30.9.5.1 General Regulations. (a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit: (1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body.	**Sec. 30.9.5. - Boat dock requirements.** 30.9.5.1 General Regulations. (a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit: (1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body. (2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements.

#	Subject and purpose	Old text/ location	New text/ location
	Clarify number of boats/vessels allowed per single family residence.	(2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements. (3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles. (4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements. (b) No boat dock or boathouse may be rented or leased. (c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected. ***	(3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles. (4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements. (b) No boat dock or boathouse may be rented or leased, and no vessel can be rented from a residential dock or boathouse. (c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected. (d) No more than three vessel slips per single residential dock and no more than three vessels moored at any single residential dock or boathouse. ***
74.	Corrected section number.	30.9.5.4 Dogs in public food establishments.	~~30.9.5.4~~ **Sec. 30.9.6.** Dogs in public food establishments.
75.		**Sec. 30.9.7. Alternative density option for affordable housing.** 30.9.7.1 Purpose and intent. (a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of	**Sec. 30.9.7. Alternative density option for affordable housing.** 30.9.7.1 Purpose and intent. (a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the

#	Subject and purpose	Old text/ location	New text/ location
		the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the overall quality of life for present and future residents of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing. (b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within an ADO development shall be not less than ten (10) percent and the number of low income units provided shall not exceed thirty (30) percent of the total. This provision is intended to ensure that low income units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability. 30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications. An applicant may submit plans and an application for development approval pursuant to the standards for these zoning classifications as set forth in this Code or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part. To the extent that the provisions of this Part are in conflict with other	overall quality of life for present and future residents of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing. (b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within an ADO development ~~shall be not less than ten (10) percent and the number of low income units~~ subject to the deed restriction ~~provided~~ shall not exceed ~~thirty (30)~~ fifty (50) percent of the total. This provision is intended to ensure that ~~low income~~ affordable units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability. 30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties with zoning that permits residential development ~~assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications~~. An applicant may submit plans and an application for development approval pursuant to the standards for the property's assigned ~~these~~ zoning classification~~s~~ as set forth in this Code ~~or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part~~. To the extent that the provisions of this Part are in conflict with other provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used. 30.9.7.3 Procedure.

#	Subject and purpose	Old text/ location	New text/ location
		provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used. 30.9.7.3 Procedure. (a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures: (1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall	(a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures: (1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement. ~~(2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator shall also be responsible for arranging any meetings of the Development~~

#	Subject and purpose	Old text/ location	New text/ location
		discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement. (2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator shall also be responsible for arranging any meetings of the Development Review Committee and for keeping central records on the review process for the application. (3) Subdivision development plan review. Following the pre-application meeting, the applicant shall submit a preliminary plan or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following:	~~Review Committee and for keeping central records on the review process for the application.~~ ~~(3)~~(2) Preliminary s~~S~~ubdivision plan, master development plan, ~~development~~ or site plan review. Following the pre-application meeting, the applicant shall submit a preliminary subdivision plan, master development plan, or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following: a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development; b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities; c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase; d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing; e. A description of the ~~tenants and/or~~ property owners or homeowners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development; f. The ~~development~~ preliminary subdivision, master development plan, or site plan and documents required shall be reviewed and approved as provided in this Code. The draft affordability agreement and additional documents required herein shall be reviewed by the ~~Development Review Committee~~ Community Services Director and ~~by~~ the County Attorney's Office.

#	Subject and purpose	Old text/ location	New text/ location
		a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development; b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities; c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase; d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing; e. A description of the tenants and/or owners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development; f. The development plan and documents required shall be reviewed and approved as provided in this Code. The additional documents required herein shall be reviewed by the Development Review Committee and by the County Attorney. (4) Board review and approval of preliminary plats and final site plans. After review and approval of the preliminary subdivision plan and the site plan by the Development Review Committee, the application shall be submitted for consideration by the Board. Issuance of a	~~(4)~~(3) Board review and approval of preliminary ~~plats~~ subdivision plan, master development plan, and final site plans. After review and approval of the preliminary subdivision plan and/or the site plan by the ~~Development Review Committee~~ Planning and Development Division, the ~~application~~ affordability agreement shall be submitted for consideration by the Board as a consent item. Issuance of a development order and execution of the affordability agreement will occur upon approval by the Board of County Commissioners. ~~(5)~~(4) Waivers. ~~Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that t~~ The minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County. ~~(6)~~(5) Final ~~plan~~ Plat. The applicant shall have ~~one (1)~~ two (2) years from the date of preliminary subdivision plan approval to file for final ~~plan~~ plat approval for all of the areas covered in the preliminary subdivision plan or the ~~preliminary~~ approval shall lapse. An extension of the preliminary subdivision plan approval may be granted by the Board of County Commissioners for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant. 30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following:

#	Subject and purpose	Old text/ location	New text/ location
		development order and execution of the affordability agreement will occur upon approval. (5) Waivers. Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that the minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County. (6) Final plan. The applicant shall have one (1) year from the date of preliminary plan approval to file for final plan approval for all of the areas covered in the preliminary plan or the preliminary approval shall lapse. An extension of the preliminary plan approval may be granted by the Board for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant. 30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following: (a) Assurance that the mix of affordable housing units will be implemented as required in this	(a) Assurance that the mix of affordable housing units will be implemented as required in this Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing; (b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with. 30.9.7.5 ~~Development~~ Density standards table. Within the LDR, MDR, HDR, and MXD Future Land Use Designations, the density bonus shall be established based on the quantity of affordable units provided. For example: for each very low income unit provided, two (2) additional market rate units may be permitted for a project with a Low Density Residential designation. In no case shall the density exceed the maximum density permitted by the Comprehensive Plan. The maximum bonus shall be calculated according to the table below:

Density Standards Table

FLU Designation and Unit Type	Quantity of affordable units	Quantity of bonus market rate units	Example project using 10 acres of buildable area
Low Density Residential (LDR) Maximum density without bonus: 4 units per net buildable acre Maximum density with bonus: 7 units per net buildable acre			
Low Income Units	1	1.5	12 affordable units = 18 extra market rate (max 70 units) *(40 units without bonus)*

#	Subject and purpose	Old text/ location	New text/ location

Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing;

(b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with.

30.9.7.5 Development standards.

(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located within a CDBG Target Area designated by the Board of County Commissioners.

(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:

(1) Day care facilities;
(2) Community centers; or
(3) Houses of worship.

(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal

Very Low Income Units	1	2	10 affordable units = 20 extra market rate (max 70 units) *(40 units without bonus)*
Medium Density Residential (MDR) Maximum density without bonus: 10 units per net buildable acre Maximum density with bonus: 12 units per net buildable acre			
Low or Very Low Income Rental	1	1	10 affordable units = 10 extra market rate (max 120 units) *(100 units without bonus)*
Low or Very Low Income Ownership	1	3	5 affordable units = 15 extra market rate (max at 120 units) *(100 units without bonus)*
High Density Residential (HDR) Maximum density without bonus: 20 units per net buildable acre Maximum density with bonus: 22 units per net buildable acre			
Low Income Units	1	1	10 affordable units = 10 extra market rate (max 220 units) *(200 units without bonus)*
Very Low Income Units	1	3	5 affordable units = 15 extra market rate (max at 220 units)

#	Subject and purpose	Old text/ location	New text/ location

circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.

(d) Density and dimensional regulations.

(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:

Percentage of Low Income Housing Units	Maximum Dwelling Units (DUS) Per Buildable Acre
10 to 15 percent	5 DUS/acre
15 to 20 percent	6 DUS/acre
20 to 30 percent	7 DUS/acre

(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to

			(200 units without bonus)
Mixed Development (MXD) Maximum density without bonus: 30 units per net buildable acre Maximum density with bonus: 50 units per net buildable acre			
Low Income Units Rental	1	1.5	80 affordable units = 120 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Rental	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Low Income Units Ownership	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Ownership	1	4	40 affordable units = 160 extra market rate (max 500 units) *(300 units without bonus)*

~~(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located~~

#	Subject and purpose	Old text/ location	New text/ location
		maintain the livability of ADO units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision. (e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot widths shall refer to the lot dimension along the property line with the adjacent development. (1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:	~~within a CDBG Target Area designated by the Board of County Commissioners.~~ ~~(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:~~ ~~(1) Day care facilities;~~ ~~(2) Community centers; or~~ ~~(3) Houses of worship.~~ ~~(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.~~ ~~(d) Density and dimensional regulations.~~ ~~(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:~~

Minimum Lot Width Standards	
Adjacent Neighborhood	ADO Project
150 feet	100 feet
100 feet	90 feet
90 feet	75 feet
75 feet	70 feet
70 feet	60 feet

#	Subject and purpose	Old text/ location	New text/ location

Minimum House Size	
Adjacent Neighborhood	ADO Project
A-1	1,300 square feet
RC1	1,300 square feet
R1AAAA	1,100 square feet
R1AAA	1,100 square feet
R1AA	700 square feet
R1A	700 square feet
All Other Single-family Residential Districts	700 square feet
60 feet	50 feet

(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:

(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.

(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the

~~Percentage of Low Income Housing Units~~	~~Maximum Dwelling Units (DUS) Per Buildable Acre~~
~~10 to 15 percent~~	~~5 DUS/acre~~
~~15 to 20 percent~~	~~6 DUS/acre~~
~~20 to 30 percent~~	~~7 DUS/acre~~

~~(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to maintain the livability of ADO units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision.~~

~~(e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot~~

#	Subject and purpose	Old text/ location	New text/ location
		County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis. (h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility. (i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The	~~widths shall refer to the lot dimension along the property line with the adjacent development.~~ ~~(1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:~~ ~~Minimum Lot Width Standards~~ ~~Adjacent Neighborhood~~ | ~~ADO Project~~ ~~150 feet~~ | ~~100 feet~~ ~~100 feet~~ | ~~90 feet~~ ~~90 feet~~ | ~~75 feet~~ ~~75 feet~~ | ~~70 feet~~ ~~70 feet~~ | ~~60 feet~~ ~~60 feet~~ | ~~50 feet~~ ~~(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:~~ ~~Minimum House Size~~ ~~Adjacent Neighborhood~~ | ~~ADO Project~~ ~~A-1~~ | ~~1,300 square feet~~

#	Subject and purpose	Old text/ location	New text/ location

community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.

(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less than ten (10) percent of the units are in either the rental or home sales category.

~~RC1~~	~~1,300 square feet~~
~~R1AAAA~~	~~1,100 square feet~~
~~R1AAA~~	~~1,100 square feet~~
~~R1AA~~	~~700 square feet~~
~~R1A~~	~~700 square feet~~
~~All Other Single-family Residential Districts~~	~~700 square feet~~

~~(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.~~

~~(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis.~~

~~(h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within~~

#	Subject and purpose	Old text/ location	New text/ location

TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARDS

Use	Minimum Lot Size	Minimum Lot Width	Yards			Minimum House Size	Maximum Coverage
			Front	Rear	Side		
Single-family	11,700	90	25	30	10	1,300 s.f.	—
Single-family	9,000	75	25	30	10	1,100 s.f.	—
Single-family	8,400	70	25	30	10	700 s.f.	30 %
Single-family	6,700	60	25	30	10	700 s.f.	30 %
Single-family	5,000	50	25	30	10	700 s.f.	40 %
Zero Lot Line:	Same standards apply except one yard may be 0 feet wide will other side yard will be twice the standard.						
Two-Family Dwelling Units							
1. (Duplex) Units on same parcel	9,000	75	25	30	10	700 s.f.	30 %

~~walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility.~~

~~(i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.~~

~~(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less~~

#	Subject and purpose	Old text/ location	New text/ location

2. (Twins) Units on different parcels	9,000*	37.5	25	30	10	700 s.f.	40 %
Three-Family Dwelling Units								
1. Units on same parcel	10,000	100	25	30	10	700 s.f.	30 %
2. Units on different parcels	12,000*	34	25	30	10	700 s.f.	30 %
Four-Family Dwelling Units								
1. Units on same parcel	12,000	100	25	30	10	700 s.f.	30 %
2. Units on different parcels	14,000*	34	25	30	10	700 s.f.	30 %

*Total for ALL units.

~~than ten (10) percent of the units are in either the rental or home sales category.~~

~~TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARD~~

~~Use~~	~~Minimum Lot Size~~	~~Minimum Lot Width~~	~~Yards~~			~~Minimum House Size~~
			~~Front~~	~~Rear~~	~~Side~~	
~~Single-family~~	~~11,700~~	~~90~~	~~25~~	~~30~~	~~10~~	~~1,300 s.f.~~
~~Single-family~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~1,100 s.f.~~
~~Single-family~~	~~8,400~~	~~70~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Single-family~~	~~6,700~~	~~60~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Single-family~~	~~5,000~~	~~50~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Zero Lot Line:~~	~~Same standards apply except one yard may be 0 fee will other side yard will be twice the standard.~~					
~~Two-Family Dwelling Units~~						
~~1. (Duplex) Units on same parcel~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~2. (Twins) Units on different parcels~~	~~9,000*~~	~~37.5~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Three-Family Dwelling Units~~						

#	Subject and purpose	Old text/ location	New text/ location

TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY

Uses Permitted	Adjoining Zoning District					
	R-1B	R-1	R-1A	R-1AA	R-1AAA	R-1AAAA
A. Single-Family Detached	R-1BB	R-1B	R-1	R-1A	R-1AA	R-1AAA
B. SFD-Zero Lot Line*	Yes	Yes	Yes	Yes	Yes	Yes
C. Two-Family Dwelling Units						
1. Duplex—Units on same parcel						
2. Twin—Units on separate parcels	Yes	Yes	No	No	No	No
D. Three-Family Dwelling Units	Not permitted without rezoning approval.					
E. Four-Family Dwelling Units	Not permitted without rezoning approval.					

*Built to the above conventional standards.

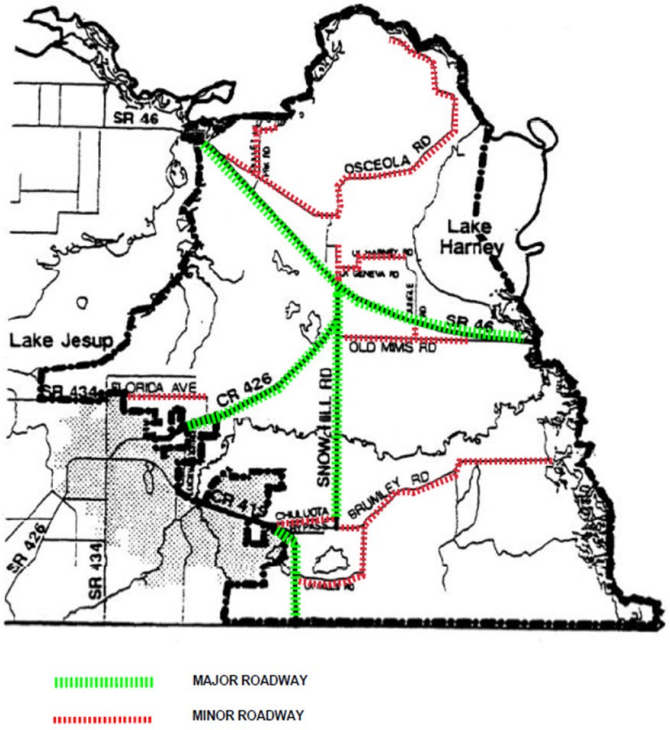
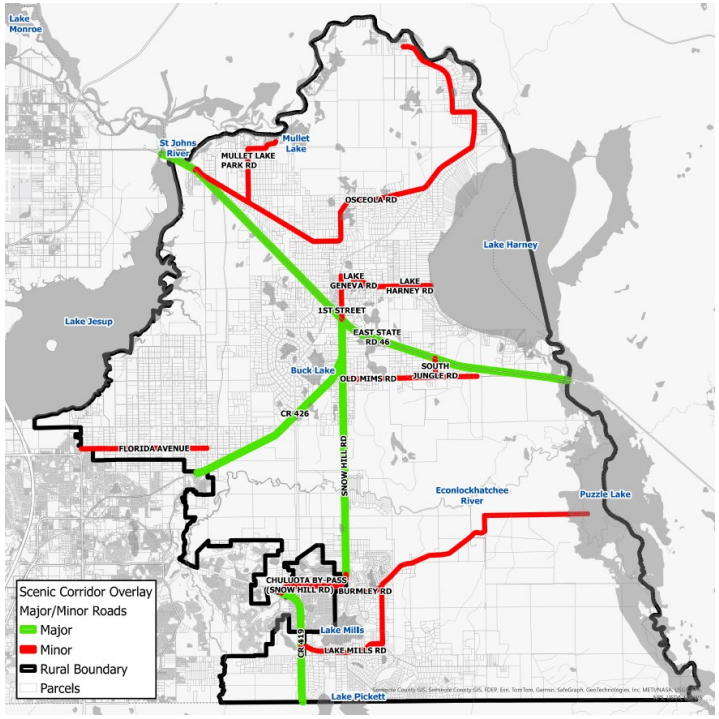
Source: Florida Planning Group, Inc., 1991.

~~1. Units on same parcel~~	~~10,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~12,000 *~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~Four-Family Dwelling Units~~							
~~1. Units on same parcel~~	~~12,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~14,000 *~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~

~~*Total for ALL units.~~

~~TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY~~

~~Uses Permitted~~	~~Adjoining Zoning District~~				
	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~	~~R-1AAA~~
~~A. Single-Family Detached~~	~~R-1BB~~	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~
~~B. SFD-Zero Lot Line*~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~
~~C. Two-Family Dwelling Units~~					
~~1. Duplex—Units on same parcel~~					
~~2. Twin—Units on separate parcels~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~	~~No~~

#	Subject and purpose	Old text/ location	New text/ location
			~~D. Three-Family Dwelling Units~~ — ~~Not permitted without rezoning approval.~~ ~~E. Four-Family Dwelling Units~~ — ~~Not permitted without rezoning approval.~~ ~~*Built to the above conventional standards.~~ ~~Source: Florida Planning Group, Inc., 1991.~~
76.		**PART 10. - OVERLAY DISTRICTS**	
77.	Updated graphic. No change to actual overlay.	**Sec. 30.10.2. - Scenic Corridor Overlay Zoning District.** 	**Sec. 30.10.2. - Scenic Corridor Overlay Zoning District.** 
78.		**Sec. 30.10.3. - Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.**	**Sec. 30.10.3. - Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.**

#	Subject and purpose	Old text/ location	New text/ location
	Correct spelling.	30.10.3.1 Creation. In addition to, and supplemental to, all Land Development Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Lake Mary Boulevard Gateway Corridor Overlay Standards Classification." Property within the Lake Mary Boulevard Gateway Corridor listed and described within Section 30.10.3.13 Designated Gateway Corridor, of this Part, shall be subject to all provisions herein. 30.10.3.2 Purpose. The purpose of this Part is to insure that the designated Gateway Corridor is developed in a manner which: (a) Insures the roadway is developed into a well landscaped, scenic gateway; (b) Provides uniform design standards to establish high quality development; (c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures; (d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement; (e) Maintains and enhances property values; (f) Preserves natural features to the extent practicable; and (g) Recognizes and makes allowances for existing uses and buildings.	30.10.3.1 Creation. In addition to, and supplemental to, all Land Development Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Lake Mary Boulevard Gateway Corridor Overlay Standards Classification." Property within the Lake Mary Boulevard Gateway Corridor listed and described within Section 30.10.3.13 Designated Gateway Corridor, of this Part, shall be subject to all provisions herein. 30.10.3.2 Purpose. The purpose of this Part is to ~~insure~~ ensure that the designated Gateway Corridor is developed in a manner which: (a) ~~Insures~~ Ensures the roadway is developed into a well landscaped, scenic gateway; (b) Provides uniform design standards to establish high quality development; (c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures; (d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement; (e) Maintains and enhances property values; (f) Preserves natural features to the extent practicable; and (g) Recognizes and makes allowances for existing uses and buildings.
79.		30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria: (a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in	30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria: (a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage

#	Subject and purpose	Old text/ location	New text/ location
	Allow alternative materials for sign structures.	size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size. (b) Ground signs. (1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot. (2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick. (3) Any external above ground light source shall be located and hidden within the	exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size. (b) Ground signs. (1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot. (2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick or alternative materials such as rock, stone, or metal as may be approved by the Planning Manager if determined that the alternative material would be architecturally compatible. (3) Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. (4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. (5) The planter setback shall be a minimum of five (5) feet from the right-of-way. (6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet.

#	Subject and purpose	Old text/ location	New text/ location
	Remove regulation of flag type. Now, only the number of flags will be regulated (same quantity allowed as before).	planter bed. Light sources located outside the planter bed shall be in a burial fixture. (4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. (5) The planter setback shall be a minimum of five (5) feet from the right-of-way. (6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet. Ground sign base, sides and top are excluded from the sign area calculation. (c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel. (d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights. (e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. (f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters. (g) Exempted signs. Real estate signs. (h) Flags. Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1)	Ground sign base, sides and top are excluded from the sign area calculation. (c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel. (d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights. (e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. (f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters. (g) Exempted signs. Temporary signs~~Real estate signs~~. (h) Flags. A maximum of three (3) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. ~~Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1) local/County flag per parcel, each a maximum of thirty-five (35) square feet.~~ (i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening.

#	Subject and purpose	Old text/ location	New text/ location
		local/County flag per parcel, each a maximum of thirty-five (35) square feet. (i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening.	
80.		**Sec. 30.10.8. - Airports.** 30.10.8.16 Noise. (a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study. (b) Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.	**Sec. 30.10.8. - Airports.** 30.10.8.16 Noise. (a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study. (b) ~~Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.~~ New residential developments within the Orlando Sanford International Airport Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan, are required to record, in the public records of Seminole County, Florida, an avigation easement over the property to inform potential residences of the impact of aircraft overflights. The avigation easement shall be in a form approved by the County, and the costs associated with preparation and recording of the easement are the responsibility of the applicant.

#	Subject and purpose	Old text/ location	New text/ location
81.	Correct spelling.	**Sec. 30.10.11. - Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.** **...** 30.10.11.1 Purpose/application of other Code provisions. (a) The purposes of this Part are to insure that the designated State Road 46 gateway corridor is developed in a manner which: (1) Ensures the development of the corridor as a well landscaped and scenic gateway. (2) Provides uniform design standards to establish high quality development. (3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures. (4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement. (5) Maintains and enhances property values. (6) Preserves natural features to the maximum extent practicable. (7) Recognizes and makes allowances for existing uses and buildings. (b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set	**Sec. 30.10.11. - Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.** **...** 30.10.11.1 Purpose/application of other Code provisions. (a) The purposes of this Part are to ~~insure~~ ensure that the designated State Road 46 gateway corridor is developed in a manner which: (1) Ensures the development of the corridor as a well landscaped and scenic gateway. (2) Provides uniform design standards to establish high quality development. (3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures. (4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement. (5) Maintains and enhances property values. (6) Preserves natural features to the maximum extent practicable. (7) Recognizes and makes allowances for existing uses and buildings. (b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set forth in Part 10 of Chapter 40 pertaining to site plan requirements.

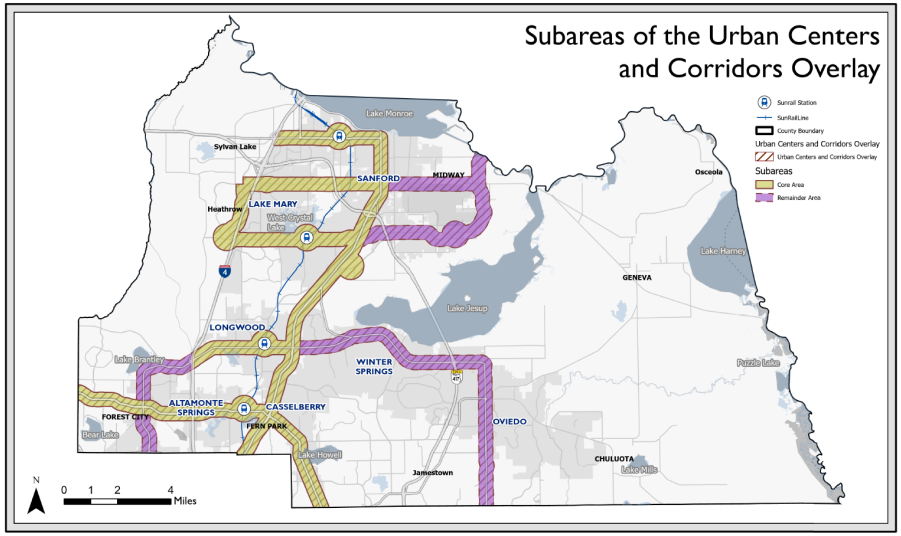
#	Subject and purpose	Old text/ location	New text/ location
		forth in Part 10 of Chapter 40 pertaining to site plan requirements.	
82.	Remove term "point-of-sale" since this is being removed from the sign code (for consistency).	30.10.11.6 Signage. (a) All point of sale signs and subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive. (b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use. (c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above	30.10.11.6 Signage. (a) All ~~point of sale signs and~~ subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive. (b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use. (c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way. (d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation.

#	Subject and purpose	Old text/ location	New text/ location
		ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way. (d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation. (e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage. (f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent with Subparagraph 30.1243(2)d, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)	(e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage. (f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent with ~~Subparagraph 30.1243(2)d~~ 30.13.3, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)
83.		**Sec. 30.10.12. - Oxford Place Overlay District.** **...**	**Sec. 30.10.12. - Oxford Place Overlay District.** **...**

#	Subject and purpose	Old text/ location	New text/ location
	Update section reference. A majority of these sign standards are being relocated to part 13. They are no longer needed in this section.	30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section 30.1.5(a) of this Code: (a) Communication towers; and (b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors. ... 30.10.12.13 Open space, buffering, and landscaping. (a) Open Space. (1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated. (2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions. (3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section 30.14.2.4(f). (4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features: a. Outdoor patio/cafe seating areas; b. Pedestrian plazas/kiosk areas;	30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section ~~30.1.5(a)~~ 30.3.1.5 of this Code: (a) Communication towers; and (b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors. ... 30.10.12.13 Open space, buffering, and landscaping. (a) Open Space. (1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated. (2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions. (3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section ~~30.14.2.4(f)~~ 30.14.2.3(D). (4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features: a. Outdoor patio/cafe seating areas; b. Pedestrian plazas/kiosk areas; c. Water features with seating areas; d. Rain gardens and/or bioswales; e. Stormwater planters. (5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded. (b) Buffering. (1) Buffers within the Overlay District shall be required as follows:

#	Subject and purpose	Old text/ location	New text/ location
		c. Water features with seating areas; d. Rain gardens and/or bioswales; e. Stormwater planters. (5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded. (b) Buffering. (1) Buffers within the Overlay District shall be required as follows: a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 Part 67, except that no such buffer shall have an opacity of less than 0.3 as specified in Section 30.14.5(b)(1). ... 30.10.12.15 Signage. (a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC. (b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the following standards: (1) Wall (building) Signs.	a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 ~~Part 67~~ Part 14, except that no such buffer shall have an opacity of less than 0.3 as specified in Section ~~30.14.5(b)(1)~~ 30.14.6(a). ... 30.10.12.15 Signage. (a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC. (b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the standards of Chapter 30, Part 13, except for wall signs, which shall meet the following standards: (1) Wall ~~(building)~~ Signs. a. ~~Wall signs may not be used in conjunction with blade signs;~~ Must comply with the requirements of Sec. 30.13.3(3). b. ~~Commercial uses (retail, office and restaurant):~~ One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet; ~~c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street;~~ ~~d.~~ Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum.

#	Subject and purpose	Old text/ location	New text/ location
		a. Wall signs may not be used in conjunction with blade signs; b. Commercial uses (retail, office and restaurant): One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet; c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street; d. Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum. ***(Note: e-f(1-8) deleted)***	
84.	New section added to establish the Core Overlay Area.		**Sec. 30.10.14. –Overlay Areas of the Urban Centers and Corridors Overlay** 30.10.14.1. Creation of Overlay Areas. (a) The Seminole County Comprehensive Plan requires the Core Area be established within the Land Development Code. (b) This section establishes the criteria for the Core Area. (c) Properties located within the Core Area are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan. (d) Properties located in the Urban Centers and Corridors but not within the Core area shall be known as the "Remainder Area." These properties are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan. 30.10.14.2. Purpose. The purpose of the Core is to:

#	Subject and purpose	Old text/ location	New text/ location
			(a) Encourage phased, infill, and redevelopment in a compact and walkable form; (b) Promote a mix of jobs and housing; (c) Support multimodal transportation and reduce sprawl; and (d) Incentivize affordable and workforce housing by the private sector. 30.10.14.3. Core Area Map. The Core Area Map illustrates those portions of the Urban Centers and Corridors Overlay that are part of the Core Area. All areas not designated as part of the Core Area are consider the "Remainder Area" and subject to the standards thereof.  Core Area Overlay Map
85.		**PART 11. - PARKING AND LOADING REGULATIONS**	
86.		**Sec. 30.11.4. - Parking reductions and exceptions.** 30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:	**Sec. 30.11.4. - Parking reductions and exceptions.** 30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:

#	Subject and purpose	Old text/ location	New text/ location
	The administrative variance for 50% of spaces to be decreased to a stall size of 9x18 is being removed because 80% are already outright permitted to be 9x18 per 30.11.6.2	(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings: (1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted. (2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation. ~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles	(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings: (1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted. ~~(2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation.~~ ~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply. ...

#	Subject and purpose	Old text/ location	New text/ location
		are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply. ...	
87.		**Sec. 30.11.7. - Miscellaneous design standards.** (a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations. (b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director	**Sec. 30.11.7. - Miscellaneous design standards.** (a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations. (b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties. (c)Setbacks and clearance of residential garages. (1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces

#	Subject and purpose	Old text/ location	New text/ location
	Clarify that attached single-family units with garages are required to be served by an alley on public streets only. Allow a waiver for the alley requirement on private streets.	makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties. (c)Setbacks and clearance of residential garages. (1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces (2) Garage doors facing a rear alley a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows: i. Less than eight (8) feet or; ii. More than twenty (20) feet. b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement (3) Attached single-family units with garages are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners.	(2) Garage doors facing a rear alley a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows: i. Less than eight (8) feet or; ii. More than twenty (20) feet. b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement (3) Attached single-family units with garages on public streets are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners. On private streets, the Development services director may waive this based on compatibility with surrounding area and configurations of the lots.
88.		**PART 13. - SIGN REGULATIONS**	
89.	Update terminology. Reorganize section.	**Sec. 30.13.3. Sign standards.** (a) On-premise. (1) Permanent. a. *Point of sale*. 1. Maximum allowable copy area, unless otherwise specified, shall be a total sign	**Sec. 30.13.3. Sign standards.** (A) On-premise permanent signs. (1) ~~Permanent.~~ In general. a. ~~*Point of sale.*~~ Maximum copy area. ~~1.~~ Maximum allowable copy area for wall and ground/pole signs, unless otherwise specified, shall be a total sign area of two (2)

#	Subject and purpose	Old text/ location	New text/ location
	Provide additional sign area for corner properties. Clarification of safety measures for signs. Language relocated from 30.13.4 Clarification signs may not impede sight triangles.	area of two (2) square feet for each linear foot of building frontage, unless located within a special overlay district. 2. The total point-of-sale copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises. 3. Ground/Pole Signs. aa. Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage. bb. The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4). cc. No ground/pole sign nor its parts shall move, rotate, use animation or flashing	square feet for each linear foot of primary building frontage. For buildings with a secondary frontage, a sign may placed on the secondary building frontage with a maximum copy area of one (1) square foot per linear foot of the secondary frontage, unless prohibited by ~~located within~~ a special overlay district. ~~2.~~ The total ~~point-of-sale~~ sign copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises. b. Location Restrictions. Signs shall not be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part thereof. A sign shall not be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation. c. Multi-Faced Signs. On any sign with more than one face, the maximum number of surfaces visible from any location will be counted; provided, however, that all surfaces of a multi-faced sign shall be equal in size and height and contained within a common perimeter. d. Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5-foot candles at the property line. e. Visibility. No freestanding sign shall extend or be located within the sight triangle. (2) Freestanding signs. a. ~~3.~~ Ground/Pole Signs. (1) ~~aa.~~ Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four

#	Subject and purpose	Old text/ location	New text/ location
	Renumber section. Clarification of sign setback.	lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds. dd. The sign structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten (10) feet to the property line. 4. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line. b. *Subdivision signs*. 1. May be located in any district, provided the development is a permitted or approved use in such a district. 2. Such signs shall not be located nearer than twenty-five (25) feet from any intersection of the street right-of-way. 3. Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard. 4. In Residential Districts, there shall be no flashing or animated signs. Also, sign lights	hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage. (2) ~~bb.~~ The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4). (3) ~~cc.~~ No ground/pole sign nor its parts shall move, rotate, use animation or flashing lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds. (4) ~~dd.~~ The sign pole or base must be set back a minimum of ten ~~structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten~~ (10) feet ~~to~~ from the property line. (5) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign face. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet.

#	Subject and purpose	Old text/ location	New text/ location
	Language removed because it is duplicative. Allow additional sign area for Community Shopping Centers and Regional Shopping Centers. Decrease the setback for subdivision signs from 25 feet to 5 feet.	shall be so focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line. 5. Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road. c. *Flags*. A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags. (2) *Temporary*. a. *Trailer signs*. 1. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer	~~4.Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line.~~ b. Shopping center signs. (1) Shopping Centers and Commerce Centers have a concentration of businesses and non-commercial enterprises that may draw customers from throughout the region. This section of code authorizes additional freestanding sign area beyond the limits of the base allowable copy area in Section 30.13.3(A)(1)(a). This sign area shall be based on the total building area within the shopping centers as follows: a. Community Shopping Centers and Commerce Centers with a building area of 150,000—399,999 sq. ft. shall be allowed an additional150 sq. ft. of copy area for a freestanding sign. b. Regional Shopping Centers and Commerce Centers with a building area of 400,000 sq. ft. or more shall be allowed an additional 200 sq. ft. of copy area for a freestanding sign. (2) Shopping Center Signs are not counted towards maximum sign copy area. The maximum copy area calculation shall be used to allot wall signage for each tenant. c. Subdivision signs. (1) May be located in any district, provided the development is a permitted or approved use in such a district. (2) Such signs shall not be located nearer than ~~twenty-five (25)~~ five (5) feet from ~~any intersection of the street right-of-way~~ the property line, and located outside of any Sight Distance Triangle.

#	Subject and purpose	Old text/ location	New text/ location
	Remove duplicative language. Language added to allow wayfinding signs. Add wayfinding sign examples.	sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign. 2. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road. 3. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited. 4. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit. 5. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face. 6. Trailer signs shall be limited to commercial and industrial districts. 7. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land	(3) Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard. (4) In Residential Districts, there shall be no flashing or animated signs. ~~Also, sign lights shall be so focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line.~~ (5) Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road. ~~c.~~d. *Flags.* A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags. e. Wayfinding Signs. (1) Internal development wayfinding signs may provide location maps, directions, general information and special notices to the development. (2) One (1) sign is permitted per access point or internal driveway intersection. (3) If less than four (4) square feet, wayfinding signs do not count towards maximum sign copy area. **Figure 13.3A Wayfinding Signs Illustrative Examples**

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow wall signs. Add wall sign examples. Add awning sign examples. Add canopy sign examples.	on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location. 8. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels. 9. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs. 10. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign. 11. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order would permit the property owner to	 (3) Wall signs. a. Wall signs are subject to the maximum allowable copy area calculation but are limited to a maximum of 200 square feet; b. Wall signs may be used in conjunction with blade signs; c. Wall signs should not obscure windows, grill work, piers, pilasters, and ornamental features. Typically, wall signs should be centered on horizontal surfaces; d. Electronic messaging associated with wall signs is not permitted; and e. Awning and canopy signs shall follow the same provisions as wall signs. **Figure 13.3B Wall sign Illustrative Examples**  **Figure 13.3C Awning Signs Illustrative Examples**  **Figure 13.3D Canopy Signs Illustrative Example**

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow window signs and graphics. Add window sign examples. Add language to allow blade signs. Add blade sign examples.	erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property. b. *Real estate signs.* 1. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet. 2. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed. 3. In residential districts, no sign over six (6) square feet shall be erected closer than one	 (4) Window graphics and signs. a. Window graphics and signs may be used in conjunction with other signs; b. Window graphics and signs are limited to thirty (30) percent of the window area. The following shall be exempt from this limitation: Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs. **Figure 13.3E Window Signs Illustrative Examples**  (5) Blade signs. a. Blade signs may be used in conjunction with wall signs; b. Blade signs shall be permitted for uses allowed in the Commercial and Industrial Districts; c. Only one blade sign per establishment is permitted; d. The maximum allowable copy area for the blade sign shall be four (4) square feet per sign face and does not count towards the maximum allowable copy area for on-premise permanent signs; e. A blade sign may encroach up to three (3) feet over a private sidewalk, measured horizontally from the face of the wall, while maintaining a vertical clearance of eight (8) feet from the finished sidewalk. **Figure 13.3F Blade Signs Illustrative Examples**

#	Subject and purpose	Old text/ location	New text/ location
	Rename section title. Renumber section as needed.	hundred (100) feet from the nearest existing house. 4. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet. 5. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease. 6. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road. c. *Construction signs*. 1. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy. 2. Such signs must be set back in accordance with the building setback requirements of the district. d. *Banners, pennants, balloons, streamers, and similar displays*. Banners, pennants, balloons, streamers, and similar displays shall be allowed: 1. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening.	 ~~(2)~~(B) On-premise *Temporary* signs. ~~a.~~(1) *Trailer signs*. ~~1.~~a. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign. ~~2.~~b. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road. ~~3.~~c. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited. ~~4.~~d. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit. ~~5.~~e. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height

#	Subject and purpose	Old text/ location	New text/ location
		2. For noncommercial activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity. e. *Motor vehicle sign*. A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising. f. *Inflatable advertisement*. Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area. g. *Signs to mitigate impacts of road construction projects*. Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road	or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face. ~~6.~~f. Trailer signs shall be limited to commercial and industrial districts. ~~7.~~g. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location. ~~8.~~h. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels. ~~9.~~i. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs. ~~10.~~j. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign. ~~11.~~k. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order

#	Subject and purpose	Old text/ location	New text/ location
		construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer. (b) *Off-premise*. (1) *Permanent*. a. *Outdoor advertising signs*. 1. Shall be permitted as specified in the applicable zoning classifications. 2. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped bufferyard. The landscaped bufferyard shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting. 3. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or	would permit the property owner to erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property. ~~b.~~(2) *Real estate signs*. 1. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet. 2. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed. 3. In residential districts, no sign over six (6) square feet shall be erected closer than one hundred (100) feet from the nearest existing house. 4. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet. 5. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease. 6. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road.

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow special event signage.	on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway. 4. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road. 5. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees. 6. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign. 7. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve.	~~c.~~(3) *Construction signs*. ~~1.~~a. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy. ~~2.~~b. Such signs must be set back in accordance with the building setback requirements of the district. ~~d.~~(4) *Banners, pennants, balloons, streamers, and similar displays*. Banners, pennants, balloons, streamers, and similar displays shall be allowed: ~~1.~~a. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening. ~~2.~~b. For ~~noncommercial~~ activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity. ~~e.~~(5) *Motor vehicle sign*. A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising. ~~f.~~(6) *Inflatable advertisement*. Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area. ~~g.~~(7) *Signs to mitigate impacts of road construction projects*. Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in

#	Subject and purpose	Old text/ location	New text/ location
		b. *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions: 1. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign. 2. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location. 3. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations. 4. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part. c. *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to	size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer. ~~(b)~~(C) *Off-premise signs*. (1) ~~*Permanent.*~~ Outdoor advertising signs. ~~a.~~ ~~*Outdoor advertising signs.*~~ ~~1.~~a. Shall be permitted as specified in the applicable zoning classifications. ~~2.~~b. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped buffer~~yard~~. The landscaped buffer~~yard~~ shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting. ~~3.~~c. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway.

#	Subject and purpose	Old text/ location	New text/ location
		a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to: 1. Location, size, and construction of benches and shelters; 2. Permitting and removal procedures; and 3. Maintenance and insurance responsibilities of permit holder. (2) *Temporary*. a. *Special event signs*. Special event signs may be displayed a maximum of seven (7) days prior to and seven (7) days following the event.	~~4.~~d. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road. ~~5.~~e. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees. ~~6.~~f. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign. ~~7.~~g. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve. ~~b.~~(2) *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions: ~~1.~~a. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign.

#	Subject and purpose	Old text/ location	New text/ location
	Clarify advertising benches and shelters must include the maintenance and insurance responsibilities in the agreement.		~~2.~~b. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location. ~~3.~~c. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations. ~~4.~~d. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part. ~~c.~~(3) *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to: ~~1.~~a. Location, size, and construction of benches and shelters; ~~2.~~b. Permitting and removal procedures; and 3.c. Maintenance and insurance responsibilities of permit holder. ~~(2)~~(4) ~~*Temporary.*~~ ~~a.~~ *Special event signs.* Special event signs may be displayed a maximum of seven (7) days following the event.

#	Subject and purpose	Old text/ location	New text/ location
90.	The term "freestanding sign" is being updated in the definitions and would no longer be prohibited.	**Sec. 30.13.5. Prohibited signs.** The following signs are prohibited: (1)Snipe signs. (2)Freestanding signs. (3)Any sign containing statements, words, or pictures of an obscene nature (4)Any sign which obstructs the view in any direction at a street, road, or access drive. (5)Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue. (6)Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.	**Sec. 30.13.5. Prohibited signs.** The following signs are prohibited: (1) Snipe signs. ~~(2) Freestanding signs.~~ ~~(3)Any sign containing statements, words, or pictures of an obscene nature~~ ~~(4)~~(2)Any sign which obstructs the view in any direction at a street, road, or access drive. ~~(5)Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue.~~ ~~(6)~~(3)Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.
91.		**Sec. 30.13.6. Nonconforming signs.** *** (b) Point of sale signs. (1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations. (2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public	**Sec. 30.13.6. Nonconforming signs.** *** (b) ~~Point of sale signs.~~ All other nonconforming signs. (1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations. (2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner.

#	Subject and purpose	Old text/ location	New text/ location
	Update terminology since "point-of-sale" is being removed as a term.	meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner. (3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990. (4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990. (c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.	(3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990. (4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990. (c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.
92.	Allow additional signage for office developments . Height max remains the same at 15 feet.	**Sec. 30.13.16. RP and OP signage regulations.** 30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.	**Sec. 30.13.16. RP ~~and OP~~ signage regulations.** ~~30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.~~ Freestanding signs are limited to a maximum of twenty-four (24) square feet. (A) Main entrance. At a main entrance to an office development, one (1) detached pole sign giving the name of the principal tenant may be permitted. No sign shall exceed one (1) square foot in area for each one (1) linear foot of lot frontage along the street on which the sign faces and shall be limited to a total structure height of fifteen (15) feet above grade. A sign may be illuminated provided the bulbs are not visible; however, no flashing lights or lights giving the illusion of motion shall be permitted. Sign illumination shall be of low intensity so as not to be a nuisance to surrounding areas. (B) Directory sign. A directory sign not intended or designed to be read from a roadway may be permitted within the office complex.

#	Subject and purpose	Old text/ location	New text/ location
			(C) Prohibited signs. The following types of signs shall be prohibited: Off-premises advertising signs or billboards, trailer signs, snipe signs, and window signs which are visible from any residential building or public right-of-way.
93.		**PART 14. - LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE**	
94.	Update title.	**Sec. 30.14.1. Purpose, intent, and definitions.**	**Sec. 30.14.1. General Purpose and Water-efficient landscaping criteria ~~intent, and definitions~~.**
95.	Clarify purpose of open space.	**Sec. 30.14.2. Open space.** 30.14.2.1 Purpose and Applicability. (a) (a)The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. (b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. (c) The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4. (d) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code	**Sec. 30.14.2. Open space.** 30.14.2.1 Purpose and Applicability. (a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~ 1) active and passive recreation for residents, employees, and visitors of the development; 2) conservation and restoration of natural systems and wildlife habitats; and preservation of community character through views of vegetation and natural features. (b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. (c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of~~

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td></td><td>Simplify open space requirements by allowing all types of development to follow the same standards.</td><td>applicable to the subject property. If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.</td><td>~~Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

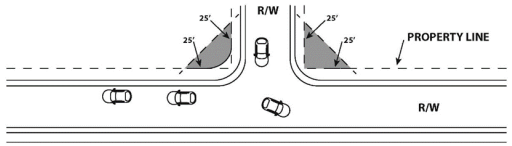
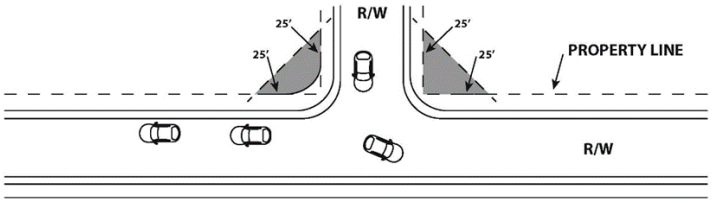
~~(d)~~ The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

<table>
<tr><th>Zoning District</th><th>Open Space Percentage</th></tr>
<tr><td>A-1</td><td>-</td></tr>
<tr><td>A-3</td><td>-</td></tr>
<tr><td>A-5</td><td>-</td></tr>
<tr><td>A-10</td><td>-</td></tr>
<tr><td>OP</td><td>25%</td></tr>
<tr><td>CN</td><td>25%</td></tr>
<tr><td>CS</td><td>25%</td></tr>
<tr><td>C-1</td><td>25%</td></tr>
<tr><td>C-2</td><td>25%</td></tr>
<tr><td>C-3</td><td>25%</td></tr>
<tr><td>M-1A</td><td>25%</td></tr>
<tr><td>M-1</td><td>25%</td></tr>
<tr><td>M-2</td><td>25%</td></tr>
<tr><td>PLI</td><td>25%</td></tr>
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<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th colspan="2">New text/ location</th></tr>
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<tr><td>PD</td><td>25%</td></tr>
<tr><td>RC-1</td><td>-</td></tr>
<tr><td>R-1AAAA</td><td>-</td></tr>
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<tr><td>R-2</td><td>-</td></tr>
<tr><td>R-3</td><td>25%</td></tr>
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<tr><td>R-4</td><td>25%</td></tr>
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<tr><td>RP</td><td>25%</td></tr>
<tr><td>UC</td><td>25%</td></tr>
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<tr><td>96.</td><td>The Open Space sections are being significantly</td><td>PLEASE SEE SUMMARY OF CHANGES: OPEN SPACE (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.2.1- 30.14.2.5</td><td colspan="2">PLEASE SEE SUMMARY OF CHANGES: OPEN SPACE (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.2.1- 30.14.2.5</td></tr>
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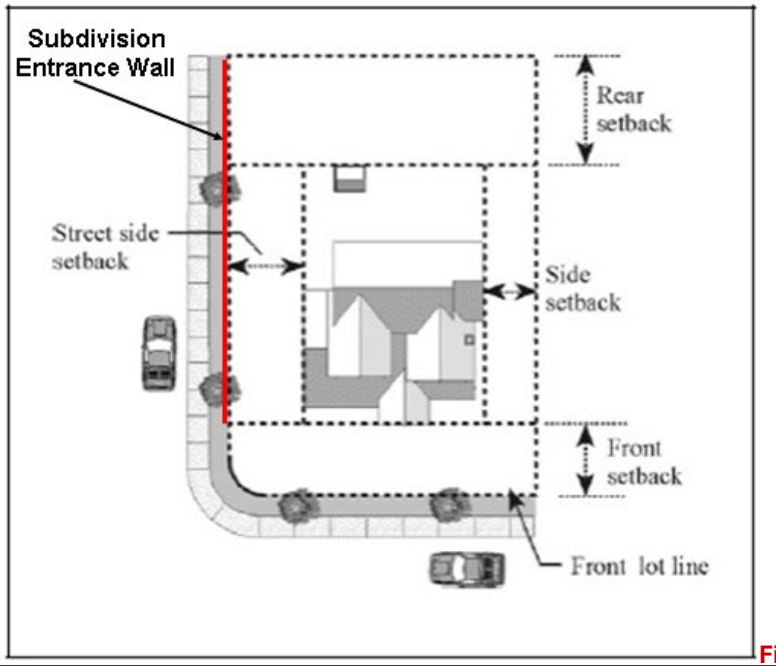
#	Subject and purpose	Old text/ location	New text/ location
	reorganized to simplify.	Sections *30.14.2.2 Nonresidential Open Space. 30.14.2.3 Residential Open Space*. and 3*0.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.* are being compiled into one section: 30.14.2.2 Open Space in General.	
97.	The Buffering sections are being significantly reorganized to simplify.	**PLEASE SEE SUMMARY OF CHANGES: BUFFERING (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.3-30.14.12**	**PLEASE SEE SUMMARY OF CHANGES: BUFFERING (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.3-30.14.12**
98.	Add exemption for certain properties to the fence permitting requirement. Clarify the additional half foot for fencing is for	**Sec. 30.14.19. Fences.** (a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans. (b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front	**Sec. 30.14.19. Fences.** (a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair, except as otherwise stated. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans. A building permit is not required for fences on properties with a detached single-family or duplex unit that meet all of the following conditions: 1. Does not impede the function or maintenance of any designated easement; 2. Is not adjacent to wetlands, water bodies, or their required buffers; 3. Uses commonly commercially available fencing materials, such as wood, vinyl, PVC, or aluminum; and

#	Subject and purpose	Old text/ location	New text/ location
	embellishments only. Add language to allow double frontage lots to have fence adjacent to secondary right of way. Update section reference. Expand fencing type options for properties with ag zoning. Expand fencing options for A-1 properties in platted residential	yard and side street setbacks and six (6) feet six (6) inches within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. (c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per (c)(4) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14. (d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. (e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section. (f) Setback distance requirements will be as follows: (1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway. (2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be	4. Does not exceed six (6) feet in height, but may include an additional six (6) inches for embellishments. (b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front yard and side street setbacks and six (6) feet, but may include an additional six (6) inches for embellishments ~~six (6) inches~~ within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. (c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per ~~(c)(4)~~ (f)(3) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14. (d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail, open picket, or decorative metal such as wrought iron; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. In addition, properties zoned A-1 but located in a platted residential subdivision within the urban service area may opt to comply with the residential fences regulations contained in 30.14.19(b). (e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section. (f) Setback distance requirements will be as follows: (1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway.

#	Subject and purpose	Old text/ location	New text/ location
	subdivisions in the urban area.	reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way. (3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.  (4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-450), or other obstruction adjacent to a natural water body is limited to a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include	(2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way. (3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.  (4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-450), or other obstruction adjacent to a natural water body is limited to a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include a certified survey no less than five (5) years old indicating the Normal High Water Elevation. (g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but

#	Subject and purpose	Old text/ location	New text/ location
		a certified survey no less than five (5) years old indicating the Normal High Water Elevation. (g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet six (6) inches may be permitted on a vacant parcel, except as provided in (b) of this Section. (h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners. (i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground. (j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas. (k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted. (l) All fences shall be maintained in their original upright condition. (m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.	function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet with an additional six (6) inches for embellishments ~~six (6) inches~~ may be permitted on a vacant parcel, except as provided in (b) of this Section, with an approved building permit. (h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners. (i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground. (j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas. (k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted. (l) All fences shall be maintained in their original upright condition. (m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition. (n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section. (o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way. (p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation. (q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2)

#	Subject and purpose	Old text/ location	New text/ location
	Add language to recommend finished side of fencing to be visible from the right of way. Add language recommending circumstances where walls or fences are preferred around the perimeter of subdivisions. Add the option for corner lots where a	(n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section. (o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way. (p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation. **(q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2) will not require Board of Adjustment approval unless otherwise determined by the Planning Manager.**	will not require Board of Adjustment approval unless otherwise determined by the Planning Manager. (r) The face of any fence or wall visible to the public should be erected with the finished side facing out. (s) Subdivision perimeter fencing: Walls surrounding the perimeter of subdivisions are discouraged. However, when the back of homes within a subdivision are adjacent to a right-of-way, solid walls shall be allowed to discourage a mix of private fences and to provide a consistent edge. If a development voluntarily provides a wall due to the above condition, the enclosure shall be constructed of cement or masonry materials, rather than vinyl or wood and any required landscaping shall be on the side of the wall facing the right-of-way. Pedestrian access: Walls located along a right-of-way are required to have openings or pedestrian gates every 500 feet or less, or every five (5) lots, whichever is less, and must be paired with a pathway to ensure pedestrian connectivity. Alternative distances between pedestrian gates or openings may be approved by the Development Services Director based on site layout and characteristics. (t) Subdivision walls on private lots. For corner lots where a subdivision wall exists adjacent to the side street property line (secondary front yard), a fence of equal height shall be permitted at the property line without a variance. However, if the fence projects in front of the front yard building line (into the front yard setback) the height is limited to 4 feet. See figure 14.19 below.

#	Subject and purpose	Old text/ location	New text/ location
	subdivision wall is adjacent to the side lot boundary to have a fence matching the height of the wall without a variance.		 **Figure 14.19** If the property owner elects to erect a fence perpendicular to the existing subdivision wall, the fence shall not be erected beyond the property line.
99.		**Chapter 35 - SUBDIVISION REGULATIONS**	
100		**PART 2. - PROCEDURES FOR SECURING APPROVAL OF PLATS**	
101	Update that plats are approved administratively rather than by the Board of County	**Sec. 35.14. - Review of final plat.** (a) *Purpose.* The purpose of the final plat is to insure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings. (b) *Initiation point.* All submittals must be presented to the current planning office.	**Sec. 35.14. - Review of final plat.** (a) *Purpose.* The purpose of the final plat is to ~~insure~~ ensure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings. (b) ~~*Initiation point*~~*Submittals*. All submittals must be presented to the ~~current planning office.~~ Planning and Development Division. Submittals shall be as

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	Commissioners.	(c) *Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval. (d) *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the current planning office. (e) *Review process.* All final plats shall be subjected to a standard review process as outlined below: (1) All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee. (2) The submittals shall be reviewed by the development review committee with the applicant or his representative present. (3) If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date. (4) If the plat complies with all requirements, it shall be presented to the Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.	required by Section 35.44, and any submittals required as a condition of preliminary plan approval. As required by Florida Statutes, as may be amended, within seven (7) business days after receipt of a plat or replat submittal, the Development Services Director or designee shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal. (c) ~~*Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval.~~ ~~(d)~~ *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the ~~current planning office~~ Planning and Development Division. ~~(c)~~ (d)*Review process.* All final plats shall be subjected to a standard review process as outlined below: (1) ~~All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee.~~ Upon determination by the Development Services Director or designee that the submittal is sufficient to process for review; the submittal shall be distributed to the appropriate members of the development review committee for review. (2) ~~The submittals shall be reviewed by the development review committee with the applicant or his representative present.~~ If the Development Services Director or designee determines that the plat or replat does not meet all requirements to be approved, the applicant will be notified in writing. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The applicant may resubmit a revised plat or replat submittal based on the identified areas of noncompliance. (3) ~~If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the~~

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		(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners. (f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.	~~first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date.~~ ~~(4)~~ If the plat complies with all requirements, the Development Services Director or designee will administratively approve the plat or replat. Prior to the plat or replat being offered for recording, evidence of approval must be placed on the plat. ~~it shall be presented to the Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.~~ ~~(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners.~~ (f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.
102		**Sec. 35.16. - Home construction prior to plat recording.** (a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form	**Sec. 35.16. - Home construction prior to plat recording.** (a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded.

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	Updated references to Florida Statutes	and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded. (b) Expedited Residential Subdivision Building Permits. (1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein. (2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following: (A) An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section 177.031, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision. (B) Application Fee. As per adopted Fee Schedule. (C) Ownership Disclosure Form and supporting documents. (D) Owner Authorization Form. Required if the applicant is not the property owner. (E) Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each	(b) Expedited Residential Subdivision Building Permits. (1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein. (2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following: (A) An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section ~~177.031~~ 177.073, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision. (B) Application Fee. As per adopted Fee Schedule. (C) Ownership Disclosure Form and supporting documents. (D) Owner Authorization Form. Required if the applicant is not the property owner. (E) Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each other. A separate plot plan is required for each individual lot requesting an expedited building permit. (F) An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency access and supply plan must be complied with throughout construction in accordance with NFPA 1. (4) ~~Bonds~~ Sureties. The applicant is required to submit a valid performance ~~bond~~ surety to guarantee the installation of necessary

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	Updated language for clarity	other. A separate plot plan is required for each individual lot requesting an expedited building permit. (F) An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency access and supply plan must be complied with throughout construction in accordance with NFPA 1. (4) Bonds. The applicant is required to submit a valid performance bond to guarantee the installation of necessary improvements, as per Section 177.031(9), Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance bond must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This bonding requirement may also be met by escrow deposit, cashier's check, certified check, or an alternative document as approved by the Board of County Commissioners, which may include an irrevocable letter of credit or developer agreement. (5) Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning	improvements, as per Section ~~177.031(9)~~ 177.073, Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This ~~bonding~~ surety requirement may ~~also~~ be met by bond, escrow deposit, ~~cashier's check~~ letter of credit, ~~certified check,~~ or an alternative document as approved by the Board of County Commissioners~~, which may include an irrevocable letter of credit or developer agreement~~. (5) Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public. (6) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits: (A) The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering

#	Subject and purpose	Old text/ location	New text/ location
		Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public. (6) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits: (A) The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and Section 177.031, Florida Statutes. (B) Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas,	Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and ~~Section 177.031~~ Chapter 177, Florida Statutes. (B) Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas, water, and wastewater utilities servicing the property; and (C) All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements. (D) The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1. (E) Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed. (F) Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and (G) Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section ~~177.031(10)~~ 177.073, Florida Statutes. (7) Restrictions. Applicants may not: (A) Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida. (B) Obtain a temporary or final certificate of occupancy until the final plat has been recorded. (C) Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy.

#	Subject and purpose	Old text/ location	New text/ location
		water, and wastewater utilities servicing the property; and (C) All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements. (D) The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1. (E) Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed. (F) Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and (G) Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section 177.031(10), Florida Statutes. (7) Restrictions. Applicants may not: (A) Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida. (B) Obtain a temporary or final certificate of occupancy until the final plat has been recorded. (C) Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy.	
103		**PART 4. - REQUIRED SUBMITTALS**	

#	Subject and purpose	Old text/ location	New text/ location
104	Remove requirement for hardcopies to be submitted.	**Sec. 35.42. - Required submittals for development plan.** The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), submitted in nine (9) copies, and shall show the following: ...	**Sec. 35.42. - Required submittals for development plan.** The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), ~~submitted in nine (9) copies,~~ and shall show the following: ...
105	Remove requirement for hardcopies to be submitted. Allow Director to waive HOA requirement. This is necessary since plats will be approved administratively. Update title of personnel	**Sec. 35.43. - Required submittals for preliminary plan.** Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated. (a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer and submitted in nine (9) copies, showing graphically or by notes: ... (13)Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the Board of County Commissioners, at its sole discretion, may waive the requirement of this provision. ... (c)Other submittals. (1)Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section,	**Sec. 35.43. - Required submittals for preliminary plan.** Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated. (a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer ~~and submitted in nine (9) copies,~~ showing graphically or by notes: ... (13)Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the ~~Board of County Commissioners~~ Development Services Director~~, at its sole discretion,~~ may waive the requirement of this provision. ... (c)Other submittals. (1)Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section, Current Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements. (2)Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

#	Subject and purpose	Old text/ location	New text/ location
	Remove specific department names for simplicity. Remove outdated language regarding transportation management plan. This would have already been reviewed during engineering plan review.	Current Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements. (2)Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted. (3)Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the Planning Manager for dredge and fill permitting. No such work will be done prior to issuance of such permit. (4)Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction. (5)Additional data. Such other additional information shall be submitted as deemed necessary by the County Engineering Division, the utilities division, Development Review Division and the current planning office to insure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations. ... (7)Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.	(3)Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the ~~Planning Manager~~ Development Services Director for dredge and fill permitting. No such work will be done prior to issuance of such permit. (4)Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction. (5)Additional data. Such other additional information shall be submitted as deemed necessary by the County ~~Engineering Division, the utilities division, Development Review Division and the current planning office to insure~~ ensure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations. ... ~~(7)Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.~~
106		**Sec. 35.44. - Required submittals for final plat.** The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards,	**Sec. 35.44. - Required submittals for final plat.** The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include

#	Subject and purpose	Old text/ location	New text/ location
	Remove hardcopy requirement	final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments. (a) *General*. The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree. (b) *Plat Requirements*. The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided, showing the following information: (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida." (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie. (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets. (4) The location of all permanent reference markers (PRMs) in conformance with state statutes.	a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments. (a) *General*. The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree. (b) *Plat Requirements*. The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations~~. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided~~, showing the following information: (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida." (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie. (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets. (4) The location of all permanent reference markers (PRMs) in conformance with state statutes. (5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow. (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers. (7) The right-of-way lines, widths, and names of all streets and roads. (8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines.

#	Subject and purpose	Old text/ location	New text/ location
	Update to allow plats to be approved administratively Remove hardcopy requirement.	(5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow. (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers. (7) The right-of-way lines, widths, and names of all streets and roads. (8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines. (9) Lot lines and lot and block numbers. (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County. (11) Location and width of canals and waterways. (12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement. (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions. (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of Planning and Zoning Commission approval; of Board of County Commissioners' approval; and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes,	(9) Lot lines and lot and block numbers. (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County. (11) Location and width of canals and waterways. (12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement. (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions. (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of County ~~Planning and Zoning Commission~~ approval; ~~of Board of County Commissioners' approval;~~ and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes, (for corporations), or Chapter 689, Florida Statutes (for individuals). (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument. (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County." (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information." (c) *Engineering Drawings*. ~~Seven (7) copies each of f~~Final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division ~~at the same time as~~ prior to the Final Plat submittal:

#	Subject and purpose	Old text/ location	New text/ location
	Clarify engineering plans are approved prior to final plat- consistent with existing practice. Update terminology	(for corporations), or Chapter 689, Florida Statutes (for individuals). (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument. (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County"" (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information." (c) *Engineering Drawings.* Seven (7) copies each of final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division at the same time as Final Plat submittal: (1) Water system. Size, material, and location of water mains, plus valves and hydrants. (2) Sewer system. Size, material, and location of lines, with submittal of profile where required. (3) Storm water drainage facilities. (4) Bulkheads. (5) Streets. (6) Sidewalks, bicycle paths, and pedestrian paths. (7) Excavation and fill.	(1) Water system. Size, material, and location of water mains, plus valves and hydrants. (2) Sewer system. Size, material, and location of lines, with submittal of profile where required. (3) Storm water drainage facilities. (4) Bulkheads. (5) Streets. (6) Sidewalks, bicycle paths, and pedestrian paths. (7) Excavation and fill. (8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager. (d) *Preliminary Subdivision Plan.* A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan. (e) *As-Built Plot Plans.* Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process. (f) *Additional Required Legal Submittals.* The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate. (1) ~~*Bonds*~~ *Sureties*. (A) The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance ~~bond or bonds~~ surety or sureties in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the ~~Environmental Services~~ Utilities Department Director. In lieu of performance ~~bonding~~ surety, improvements may be installed following Final Plat approval and

#	Subject and purpose	Old text/ location	New text/ location
	Update department names	(8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager. (d) *Preliminary Subdivision Plan*. A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan. (e) *As-Built Plot Plans*. Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process.	preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance ~~bond~~ surety must be submitted to the County Engineer, the ~~Environmental Services~~ Utilities Department Director. The Plat cannot be recorded until the maintenance ~~bond~~ surety is approved by the County Engineer, the ~~Environmental Services~~ Utilities Department Director, and/or their designee. Said maintenance ~~bond~~ surety shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required.
	Update to allow plats to be approved administratively	(f) *Additional Required Legal Submittals*. The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate. (1) *Bonds*. (A) The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance bond or bonds in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance bond must be approved as adequate by the County Engineer, the Environmental Services Department Director. In lieu of performance bonding, improvements may be installed following Final Plat	(B) ~~Bonding~~ Surety requirements may ~~also~~ be met by the following, but not limited to: (i) Escrow Deposit (ii) Cashier's Check (iii) Certified Check (iv) Others, as approved by the ~~Board of County Commissioners~~ County Attorney's Office and the authorized County Department or Board, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement. (v) All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County. (2) *Covenants*. Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
	Update personnel title		(3) *Title Opinion*. A ~~certificate of ownership~~ title opinion, signed by a licensed attorney at law or an abstract company, in form approved by the County ~~Engineer~~ Surveyor, and ~~showing~~ including: (A) Verification that the parties ~~Parties~~ executing plat are owners of the land to be platted ~~embraced by the plat~~.

#	Subject and purpose	Old text/ location	New text/ location
	Update terminology Remove requirement for addresses of new lots to be on the plat	approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance bond must be submitted to the County Engineer, the Environmental Services Department Director. The Plat cannot be recorded until the maintenance bond is approved by the County Engineer, the Environmental Services Department Director, and/or their designee. Said maintenance bond shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required. (B) Bonding requirements may also be met by the following, but not limited to: (i) Escrow Deposit (ii) Cashier's Check (iii) Certified Check (iv) Others, as approved by the Board of County Commissioners, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement. (v) All financial institutions or other sureties executing documents on behalf of the developer for compliance with the	(B) All mortgages, liens, easements, judgments or other encumbrances affecting the property to be platted. (C) ~~Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided p~~Proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid. (D) ~~Description of plat is correct~~ A legal description that includes the property to be platted. (E) Confirmation that ~~N~~no conflicting rights-of-way, easements, or plats exist. (F) Confirmation that no title defects exist or a report of those found. (G) Copies of all documents referenced in the title opinion. Title opinions cannot be based on a third-party property information report. ~~(4) *Public Disclosure.* In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.~~ (~~5~~4) *Documents, Deeds, Certificates and ~~Bond~~ Surety Forms*. All documents, deeds, certificates and ~~bond~~ surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes. (g) *Other Required Submittals*. (1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and

#	Subject and purpose	Old text/ location	New text/ location
	Renumber section	conditions hereunder must be acceptable to County. (2) *Covenants*. Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording. (3) *Title Opinion*. A certificate of ownership, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer, and showing: (A) Parties executing plat are owners of the land embraced by the plat. (B) All mortgages, liens, or other encumbrances. (C) Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid. (D) Description of plat is correct. (E) No conflicting rights-of-way, easements, or plats exist. (4) *Public Disclosure*. In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law,	Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage. ~~(2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.~~ ~~(3)~~(2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate. ~~(4)~~(3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits. ~~(5)~~(4) Copy of any required St. Johns River Water Management District Permit.

#	Subject and purpose	Old text/ location	New text/ location
		an affidavit attesting to said exemption shall be filed by the said person or entity. (5) *Documents, Deeds, Certificates and Bond Surety Forms*. All documents, deeds, certificates and bond surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes. (g) *Other Required Submittals*. (1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage. (2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system. (3)(2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate. (4)(3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits. (5)(4) Copy of any required St. Johns River Water Management District Permit.	
107		**PART 6. - DESIGN STANDARDS**	

#	Subject and purpose	Old text/ location	New text/ location
108	Update to allow for plats to b approved administratively	**Sec. 35.61. - General.** All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the Board finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code. ...	**Sec. 35.61. - General.** All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the ~~Board~~ Development Services Director finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code. ...
109	Update to allow for plats to b approved administratively	**Sec. 35.72. - Rural subdivision standards.** On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above. (a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the Planning and Zoning Commission may recommend and the Board may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.	**Sec. 35.72. - Rural subdivision standards.** On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above. (a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the ~~Planning and Zoning Commission may recommend and the Board~~ Development Servies Director may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.
110	New section created to		Sec. 35.73. Alternative Design Standards.

#	Subject and purpose	Old text/ location	New text/ location
	allow for voluntary alternative design standards		35.73.1. *Purpose and applicability*. The purpose of the Alternative Design Standards is to allow greater flexibility within single-family zoning districts. These Alternative Design Standards are allowed for projects of 2 (two) net buildable acres or greater seeking a Preliminary Subdivision Plan approval in the following zoning districts: R-1B, R-1, R-1A, and R-1AA. Projects using the Alternative Design Standards shall meet the following: (a) Subdivision Regulations. All projects must meet all applicable requirements in Chapter 35 Subdivision Regulations. The Alternative Design Standards shall be established at time of submission of the preliminary subdivision plan. (b) Open Space. At least 20% of the total area of the project shall be used for Open Space and shall meet the Open Space requirements of Sec. 30.14.2. (c) Connectivity. (1) Projects using these standards shall not be gated. (2) When a development has frontages on non-adjoining boundaries, at least one vehicular access point shall be required per each frontage, when feasible. Bicycle and pedestrian connections shall be required where a roadway connection is not possible. (3) Connection to adjacent streets is required where feasible. Feasibility will be based on presence of wetlands, waterbodies, or infrastructure corridors, etc,. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (4) Pedestrian walkways shall be provided to any adjacent right of way or trail. (d) Dimensional requirements. The alternative lot dimensions are as follows: a. There shall be no minimum lot size requirement, but all projects utilizing the Alternative Design Standards shall meet the density limits of the underlying Future Land Use designation.

#	Subject and purpose	Old text/ location	New text/ location
			<table><tr><td>Zoning Districts</td><td>R-1AA</td><td>R-1A</td><td>R-1</td><td>R-1B</td></tr><tr><td>Min. Parcel/Lot Width at Building Line</td><td>70’</td><td>50’</td><td>50’</td><td>50’</td></tr></table>
111		**PART 13. - RECORDING OF FINAL PLAT**	
112	Update terminology. Update language to allow plats to be approved administrativel y.	**Sec. 35.151. - Recording final plat.** The linen, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the Board of County Commissioners. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received. Sec. 35.152. - No recordation if not approved by Board of County Commissioners or governing body of municipality. No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the Board of County Commissioners. No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.	**Sec. 35.151. - Recording final plat.** The ~~linen~~ mylar, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the ~~Board of County Commissioners~~ Development Services Director. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received. Sec. 35.152. - No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee ~~or governing body of municipality~~. No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ the Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.~~
113	Update language to allow plats to be approved administrativel y.	**Sec. 35.152. - No recordation if not approved by Board of County Commissioners or governing body of municipality.** No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the Board of County Commissioners No plat within the	**Sec. 35.152. - No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee ~~or governing body of municipality~~.** No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ the Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be~~

#	Subject and purpose	Old text/ location	New text/ location
		corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.	~~recorded unless such plat has been approved by the governing body of such municipality.~~
114		**PART 18. - ENFORCEMENT PROVISIONS**	
115	Update language to allow plats to be approved administratively.	Sec. 35.201. - General. (a)Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the requirements of these regulations and has been approved in accordance with the requirements as herein provided. (b)No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the Board of County Commissioners in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court. (c)The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations. (d)No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.	Sec. 35.201. - General. (a)Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the requirements of these regulations and has been approved in accordance with the requirements as herein provided. (b)No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court. (c)The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations. (d)No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.
116		**Sec. 35.202. - Required improvements.** The Board of County Commissioners may enforce the improvement bond by resort to legal and equitable remedies if required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built,	**Sec. 35.202. - Required improvements.** The Board of County Commissioners may enforce the ~~improvement bond~~ surety by ~~resort to~~ any available legal and equitable remedies if the required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built, constructed, or maintained by Seminole County may be persecuted in accordance with applicable law. ~~shall be deemed guilty of a misdemeanor.~~

#	Subject and purpose	Old text/ location	New text/ location
		constructed, or maintained by Seminole County shall be deemed guilty of a misdemeanor.	
117		**Chapter 70 - DREDGE AND FILLING**	
118	Updates to this section are to exclude the primary walkway from boat dock calculation when the walkway is less than four feet wide. The purpose for this is to decrease the number of projects requiring public hearings. Projects exceeding the 1000 sq ft will now go to the Planning and Zoning Commission rather than the Board of County	**Sec. 70.6. - Permit application; procedures.** The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County: (a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter. (b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum: (1) The applicant's full name, address, and, if different, the name and mailing address of the property owner. (2) The date of application. (3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work. (4) The name, designation, or description of any and all affected bodies of water. (5) An accurate written description of the activity, its purpose, and intent.	**Sec. 70.6. - Permit application; procedures.** The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County: (a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter. (b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum: (1) The applicant's full name, address, and, if different, the name and mailing address of the property owner. (2) The date of application. (3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work. (4) The name, designation, or description of any and all affected bodies of water. (5) An accurate written description of the activity, its purpose, and intent. (6) The nature, type, and quantities of materials to be used. (7) The types of equipment to be used. (8) A description of the controls to be used to prevent or minimize water quality degradation.

#	Subject and purpose	Old text/ location	New text/ location
	Commissioners.	(6) The nature, type, and quantities of materials to be used. (7) The types of equipment to be used. (8) A description of the controls to be used to prevent or minimize water quality degradation. (9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent. (10) The time period of the construction or maintenance activity. (11) The estimated cost of the project. (c) Each application must be accompanied by the following submittals: (1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer. (2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place. (3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the	(9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent. (10) The time period of the construction or maintenance activity. (11) The estimated cost of the project. (c) Each application must be accompanied by the following submittals: (1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer. (2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place. (3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters. (4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners. (d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition, notices of the application will be mailed to all property owners within five hundred (500)

#	Subject and purpose	Old text/ location	New text/ location
		scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters. (4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners. (d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition, notices of the application will be mailed to all property owners within five hundred (500) feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper. (e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process. (f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners.	feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper. (e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process. (f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners. (g) The following project types require a public hearing before the Planning and Zoning Commission for granting or denying permits: (1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size, excluding the primary walkway from the shore to the boat dock, unenclosed boat house, or gazebo if the walkway does not exceed four (4) feet in width, is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water. (2) Enclosed boat houses of any size. (3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material. (4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or, after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter. (h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious

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		(g) The following project types require a public hearing for granting or denying permits: (1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water. (2) Enclosed boat houses of any size. (3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material. (4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or, after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter. (h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.	effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.
119		**Sec. 70.10. - General regulations.** (a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments.	**Sec. 70.10. - General regulations.** (a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments. (b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations.

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		(b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations. (c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit. (d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter. (e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms. (f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department. (g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met: (1) Such action is consistent with all applicable County land development regulations and state and federal law. (2) A site plan has been approved that is consistent with the floodplain ordinance. (h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of	(c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit. (d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter. (e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms. (f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department. (g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met: (1) Such action is consistent with all applicable County land development regulations and state and federal law. (2) A site plan has been approved that is consistent with the floodplain ordinance. (h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose. (i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not be placed within ten (10) feet of a property line. ~~However, upon application, and~~

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		trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose. (i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not be placed within ten (10) feet of a property line. However, upon application, and except where this Code requires a hearing before the Board of County Commissioners, the Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in Section 30.43(b)(3) of this Code and may impose appropriate conditions and safeguards in accordance with Section 30.43(b)(4) of this Code. (j) The Development Review Engineering Manager or the Board of County Commissioners may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following: (1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices. (2) To place speed restraints on equipment operations and confine operations to specified periods of time.	~~except where this Code requires a hearing before the Board of County Commissioners, the~~ The Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in Section ~~30.43(b)(3)~~ 30.3.3.2(b) of this Code and may impose appropriate conditions and safeguards in accordance with Section ~~30.43(b)(4)~~ 30.3.3.2(b)(4)of this Code. (j) The Development Review Engineering Manager or the ~~Board of County Commissioners~~ Planning and Zoning Commission may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following: (1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices. (2) To place speed restraints on equipment operations and confine operations to specified periods of time. (3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the ~~Board~~ Planning and Zoning Commission. (4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems. (5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed. (6) To use specific types of equipment while accomplishing the work. (k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.

#	Subject and purpose	Old text/ location	New text/ location
		(3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the Board. (4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems. (5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed. (6) To use specific types of equipment while accomplishing the work. (k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.	
120		**Chapter 90 - UNIFORM BUILDING NUMBERING SYSTEM**	
121		**Sec. 90.4. - Administration of the Uniform Addressing System.** (a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners. (b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners or occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be	**Sec. 90.4. - Administration of the Uniform Addressing System.** (a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners. (b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners ~~or~~and occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be delivered to the owner ~~or~~and occupant by one (1) of the following: (1) Certified mail, return receipt requested. (2) Posting same in a conspicuous place on the property. (3) Hand delivery.

#	Subject and purpose	Old text/ location	New text/ location
		delivered to the owner or occupant by one (1) of the following: (1) Certified mail, return receipt requested. (2) Posting same in a conspicuous place on the property. (3) Hand delivery. Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said notice shall direct the owner or the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners or occupants shall have thirty (30) days from receipt of the notice to come into compliance with this Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient. (c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building. (d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to insure that duplicate Street Names and numbers are prevented. (e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.	Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said notice shall direct the owner ~~or~~and the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners ~~or~~and occupants shall have thirty (30) days from receipt of the notice to come into compliance with this Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient. (c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building. (d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to ~~insure~~ ensure that duplicate Street Names and numbers are prevented. (e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.

#	Subject and purpose	Old text/ location	New text/ location
122		**Sec. 90.4. - Administration of the Uniform Addressing System.** ***Note:*** *No substantial changes proposed in this section. Please see Ordinance for changes.* *Changes in this section are to require the Seminole County Addressing Department to provide notices regarding the Address System to BOTH owners AND occupants. This is a voluntary change as requested by Addressing.*	**Sec. 90.4. - Administration of the Uniform Addressing System.**
123	Update to clarify what characters may be used for an address.	**Sec. 90.5. - Building and unit numbering.** All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines: (a)All addresses shall contain whole numbers only. Alpha/numeric and fractional addresses shall not be permitted. Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street. (b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures. ***	**Sec. 90.5. - Building and unit numbering.** All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines: (a)~~All addresses shall contain whole numbers only.~~ All address numbers shall be displayed using numerals only (e.g., "123 Main Street") and shall not include spelled-out numbers (e.g., "One Hundred Twenty-Three Main Street"). Alpha/numeric and fractional addresses shall not be permitted (e.g., "123 1/2 Main Street" or "123A/123 Main Street, Unit A"). Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street. (b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures. ***
124		**Sec. 90.5. - Building and unit numbering.** *** (C) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows:	**Sec. 90.5. - Building and unit numbering.** *** (C) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows: ***

#	Subject and purpose	Old text/ location	New text/ location
	Update to clarify this language pertains to commercial properties only. Add that address numbers shall be displayed on signs, in addition to fences, posts, and mailboxes. Update language for residential addresses signage requirements. Add language to address existing "vanity" addresses.	*** (7) If the main entrance of a building is not readily visible from the street, numbers shall be posted on the structure and at the entrance street or adjacent driveway to the building on both sides of a fence, post or mailbox. Authorization may be acquired from the Addressing Supervisor or designee in situations where these standards may not be appropriate. Any decisions made shall be based in the interest of emergency response. (8) Residential one (1) or two-family dwellings which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.	(7) For commercial structures, if ~~If~~ the main entrance of a building is not readily visible from the street, address numbers shall be posted on the structure and at the entrance street or adjacent driveway or as otherwise determined by the Addressing Authority. ~~to the building on both sides of a fence, post or mailbox.~~ Numbers shall be displayed on both sides of a fence, post, sign, or mailbox leading to the building. Authorization may be ~~acquired~~ obtained from the Addressing Supervisor or designee in ~~situations~~ cases where these standards may not be appropriate. Any decisions made shall be ~~based~~ in the interest of emergency response. (8) Residential one (1) or two-family dwellings that do not have address numbers plainly legible and visible from the street or road fronting the property shall also have the address numbers posted on both sides of a fence, post, sign, or mailbox located at the entrance to the property. ~~which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.~~ (9) For new and existing buildings with an address on a different street, sometimes referred to as a "vanity address," the street name must be displayed alongside the address numbers using the same size and style as required for address numbers. Both the address and street name shall be posted on both sides of a fence, post, sign, or mailbox in a location designated by the Addressing Authority.
125		**Sec. 90.10. - Subdivision, plaza and building names.** (a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial	**Sec. 90.10. - Subdivision, plaza and building names.** (a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial buildings, mobile home parks, and all developments requiring site

#	Subject and purpose	Old text/ location	New text/ location
	Update to clarify applications are approved by the Addressing Supervisor, consistent	buildings, mobile home parks, and all developments requiring site plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application. (b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process. (c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals). (d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous name posted on the property. If the plan approval expires, the name shall require additional review and approval at the time of resubmittal. Names may be	plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application. (b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process. (c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals). (d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous name posted on the property. If the plan approval expires, the name shall require additional review and approval at the time of resubmittal. Names may be reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal. (e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval by the Addressing Supervisor or designee ~~prior to being presented to the Board of County Commissioners adopting the name change.~~ Upon

#	Subject and purpose	Old text/ location	New text/ location
	with current practice.	reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal. (e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval prior to being presented to the Board of County Commissioners adopting the name change. Upon recording the adopted resolution, notification of affected parties shall be by established procedures.	~~recording the adopted resolution,~~ approval, notification of affected parties shall be by established procedures.

Changes to Ordinance between 1st and 2nd readings (shown in RED)

Sec. 30.5.2. Permitted use table and footnotes.

Use	Zoning C-3
Vocational, business and professional (non-industrial)	P

Sec. 30.8.5. PD Planned Development.

***

30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. ~~Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development.~~

(a) Accessory dwelling units within any single-family residential lots in a PD may be administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3.

(b) For properties seeking Planned Development approval in the Higher Intensity Planned Development - Airport Future Land Use Designation, the following uses shall be considered airport-supportive and permitted:

(1) Commercial kennels
(2) Fire stations
(3) Hotels & motels (excluding Bed & breakfast)
(4) Hospitals
(5) Rental car facilities
(6) Light commercial
(7) Industrial trade schools
(8) Flight schools
(9) Light Industrial (See Sec. 30.5.3.)
(10) Manufacturing, Light (See Sec. 30.5.3.)
(11) Office uses (See Sec. 30.5.3.)
(12) Restaurants (standard and drive-through)
(13) Multifamily units such as condominiums, apartments, townhouses and above-store "flat" housing units are permitted in mixed-use developments only. The provision of multifamily uses is limited to twenty (20) percent of the total net buildable area of any development site and forty-nine (49) percent of the maximum allowed total floor area for the development.

Sec. 35.73. Alternative Design Standards.

35.73.1. *Purpose and applicability*. The purpose of the Alternative Design Standards is to allow greater flexibility within single-family zoning districts. These Alternative Design Standards are allowed for projects of two (2) net buildable acres or greater seeking a Preliminary Subdivision Plan approval in the following zoning districts: R-1B, R-1, R-1A, and R-1AA. Projects using the Alternative Design Standards shall meet the following:

(a) Subdivision Regulations. All projects must meet all applicable requirements in Chapter 35 Subdivision Regulations. The Alternative Design Standards shall be established at time of submission of the preliminary subdivision plan.

(b) Open Space. At least 20% of the total area of the project shall be used for Open Space and shall meet the Open Space requirements of Sec. 30.14.2.

(c) Connectivity.

(1) Projects using these standards ~~shall not be gated.~~ are required to connect to adjacent streets where feasible and shall not be gated, unless waived per subsection (4).

(2) When a development has frontages on non-adjoining boundaries, at least one vehicular access point shall be required per each frontage, ~~when feasible.~~ unless waived per subsection (4). Bicycle and pedestrian connections shall be required where a roadway connection is not possible.

(3) Pedestrian walkways shall be provided to any adjacent right of way or trail.

~~(3)~~(4) ~~Connection to adjacent streets is required where feasible. Feasibility will be based on presence of wetlands, waterbodies, or infrastructure corridors, etc. Dead-end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.~~ Waivers to subsections (1) and (2) may be granted by the Development Services Director with applicable conditions. Waivers shall only be granted where connection is not able to occur due to the presence of wetlands, waterbodies, infrastructure corridors, or other permanent physical or legal obstructions.

~~(4) Pedestrian walkways shall be provided to any adjacent right of way or trail.~~

(d) Dimensional requirements. The alternative lot dimensions are as follows:

a. There shall be no minimum lot size requirement, but all projects utilizing the Alternative Design Standards shall meet the density limits of the underlying Future Land Use designation.

b. The minimum lot width shall be as follows:

Zoning Districts	R-1AA	R-1A	R-1	R-1B
Min. Parcel/Lot Width at Building Line	70’	50’	50’	50’

LDC Summary of Changes: Buffering

Note: *Since these sections have been significantly reorganized, the Ordinance may show an entire section to be new or removed. However, there are no new or removed sections, and any section shown to be new or removed have actually been relocated within the Code. This summary of changes is shown in a strike-through/underline format to show the actual changes within each section.*

Sec. 30.14.~~4.~~3. Buffering requirements in general.

(a) Buffers are described in terms of required opacity, or the degree of screening between two (2) adjoining uses or activities. An opacity of 0.1 screens ten (10) percent of an object, while an opacity of 1.0 completely obscures the object from view during summer months after all required plants have reached maturity.

(b) Buffers shall be located on the outer perimeter of a development site but entirely within the property bounds of such site and shall not include right-of-way or areas that will be dedicated as right-of-way. Buffers may be placed within utility easements, subject to verification that the dedicated use of the easement does not conflict with the function of the buffer. The owner of the property shall be responsible for replacement of landscape materials damaged or removed by the placement or maintenance of utilities within such easements.

(c)Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with minimum possible interference with the buffering function, as determined by the Development Services Director.

(d) Buffers are required for the following situations:

(1) For new development adjacent to existing development, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the land use intensity of the adjacent use(s). Required opacities are shown in Section ~~30.14.7(a)~~ 30.14.5(a). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(2) For new development adjacent to vacant land, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the Future Land Use designation of the adjacent property as established by the Seminole County Comprehensive Plan. Required opacities are shown in Section ~~30.14.7(b)~~ 30.14.5(b).

Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(3) For new development adjacent to roads and right-of-way, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the functional classification of the road or right-of-way, unless otherwise provided in this code. An unimproved right-of-way shall be assumed to contain the most intense road classification for which it was designed. Required opacities are shown in Section ~~30.14.7(c)~~ 30.14.5(c). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(4) Landscape buffers for parking lots shall be provided in accordance with Section ~~30.14.8.~~30.14.10.

(5) Landscape buffers for storage or loading areas that represent a special nuisance shall be provided in accordance with Section ~~30.14.9.~~30.14.11.

(e) Existing natural vegetation may be used in place of a required wall, fence, and/or landscaping where such vegetation consists of canopy and understory trees that meet the minimum buffer component requirements and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet. The landscape plan for the development shall include protection measures to preserve the natural buffer area during and after site development. Nothing provided in this paragraph shall prohibit the removal of invasive species.

~~(f) Buffer criteria varying from the requirements of this Part may be authorized by the Board of County Commissioners through approval of a Master Development Plan within the Planned Development (PD) zoning District in accordance with Sec. 30.8.5 or through approval of a special exception under Sec 30.3.1.5. Variations from the provisions of this Part may reduce or increase required opacities, or specify alternative buffer concepts, as appropriate to the site under consideration. In all cases, the relevant Board shall find that approved variations ensure compatibility between adjoining land uses and are consistent with the Comprehensive Plan.~~

Sec. 30.14.~~6.~~4. Determination of land use classifications and intensities.

(a) This Section classifies uses according to their potential impacts on surrounding properties. The impacts of higher intensity may include greater impervious surface coverage, causing increased

stormwater runoff and reduced open space; increased bulk and height of buildings; increased traffic with associated noise and congestion; signs and exterior lighting visible from neighboring property; and late hours of operation. Under these regulations, a developer may either build at a lower intensity that minimizes nuisances to neighbors, or provide a ~~denser buffer~~ higher opacity if the land is developed at a greater intensity.

The range of intensity classes available to a use does not affect whether the use can locate on a site, but only how the use develops on that site. For example, an office use may meet the standards of any ~~of~~ land use intensity ~~classes~~ ratings V through IX, depending on building and site design. Performance standards are specified for each land use intensity ~~class~~ rating. Exceeding any single standard in a~~n~~ land use intensity ~~class~~ rating moves a use to the next higher intensity ~~class~~ rating.

(b) All land uses permitted by this Code are assigned a land use category for the purpose of determining buffering requirements. This classification system separates uses on the basis of the type and degree of "nuisance" or negative impact a use is likely to impose on adjacent properties. All uses within a use category are considered to have an equivalent impact on neighboring uses.

(c) A particular development or proposed development shall be assigned an intensity rating according to the table in paragraph (d) of this Section. Each land use category established in the table has one or more possible intensity ratings, depending on the specific characteristics of the site. The intensity rating for any site shall be determined by the elements that most appropriately measure intensity for a given land use category, such as, but not limited to, the impervious surface ratio (ISR), hours of operation, building height, ~~the floor area ratio (FAR),~~ and density.

~~The most extreme value for any measurement shall determine the intensity rating of the site.~~ To determine the site's land use intensity rating, the site's elements must fit within the parameters of the elements listed within the land use category. If the measurement of any listed element exceeds the amount within the land use intensity rating, the intensity rating shall increase to the next rating (II-IX). For example, the table below shows that an office or general commercial use has possible land use intensity ratings of V, VI, VII, VIII, and IX.

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~

LDC Summary of Changes: Buffering

~~Office~~ General Commercial and office										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
Height (feet)					15	25	35	50	50+	
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~=> 2.0~~		

An ~~single-story~~ office development having building height of fifteen (15) feet ~~an FAR of no more than 0.20~~ would have an intensity rating of V. However, a site with the same ~~FAR~~ building height with ~~a building height greater than twenty-five (25) feet and no more than thirty-five (35) feet~~ hours of operation exceeding 7 a.m.- 9 p.m.would have an intensity rating of VII.

(d) A particular development or proposed development shall be assigned an intensity rating according to the table:

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
Rural/Agricultural (East Rural Area Only)										
Gross Density	0.33									
Residential										
Gross Density		4.00	7.0	10.0+		~~7.00~~	~~8.50~~	~~10.00~~	~~12.00~~	~~12.00+~~
~~Office~~										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	

LDC Summary of Changes: Buffering

~~—Height (feet)~~					~~15~~	~~25~~	~~35~~	~~50~~	~~50+~~	
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~—-> 2.0 —-~~		
General Commercial and office										
~~—FAR~~					~~0.15~~	~~0.20~~	~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)					15	~~20~~25	~~25~~35	~~35~~50	50+	~~50+~~
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~—Hours of Operation~~					~~7:00 a.m.—9:00 p.m.~~			~~Unlimited~~		
~~Height/Setback~~					~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~	~~—-~~
Heavy Commercial										
~~—FAR~~							~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)							25	35	50	~~50+~~
Hours of Operation							7:00 a.m. —9:00 p.m.	Unlimited		
~~Height/Setback~~							~~1.0~~	~~2.0~~	~~> 2.0~~	~~—-~~
Light Industrial										
ISR							0.5	~~0.5~~.75	0.75+	~~0.75~~
Height (feet)							35	~~35~~50	50+	~~50+~~
Hours of Operation							7:00 a.m. —9:00 p.m.	~~7:00 a.m.— 9:00 p.m.~~ Unlimited		~~Unlimited~~
~~Height/Setback~~								~~0.66~~	~~1.0~~	~~1.0+~~

LDC Summary of Changes: Buffering

Heavy Industrial									all	~~alt~~
Outdoor Recreation										
ISR		0.20	0.35	0.50	~~0.60~~ 0.70	~~0.70~~ 0.75	0.75+	~~0.75~~		
Height (feet)		15	20	25	~~35~~ 45	~~45~~ 50	50+	~~50+~~		
Institutional & Group Living										
~~ISR~~				~~0.20~~	~~0.30~~	~~0.45~~	~~0.60~~	~~0.75~~		
~~FAR~~				~~0.10~~	~~0.15~~	~~0.20~~	~~0.25~~	~~0.25+~~		
Height (feet)				~~15~~ 20	~~25~~ 35	~~35~~ 50	~~45~~ 50+	~~45+~~		
~~Height/Setback~~				~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		
Public Service										
ISR					~~0.20~~ 0.35	~~0.35~~ 0.50	~~0.50~~ 0.60	~~0.60~~ 0.65	~~0.65~~ 0.70 +	~~0.75~~
~~FAR~~					~~0.10~~	~~0.25~~	~~0.40~~	~~0.60~~	~~0.75~~	~~0.75+~~
Height (feet)					~~15~~ 25	~~25~~ 35	~~35~~ 45	~~45~~ 60	~~60~~ 60+	~~60+~~

Sec. 30.14.~~7.~~5. Required buffers.

(a) Buffers Adjacent to Developed Property. The standards in the table below address the opacity of the buffer required between proposed and existing uses. The rows show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on the adjoining parcel(s). Asterisks indicate that no buffer is required.

LDC Summary of Changes: Buffering

Required opacity shall be reduced by fifty (50) percent where the existing adjacent land use is a single-family home in a HIP, MXD, Industrial, Commercial, or Office future land use designation.

Required Opacity of Buffers Adjacent to Developed Sites											
		LUI Existing									
		I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
LUI Proposed	I	*	*	*	*	*	*	*	*	*	~~*~~
	II	0.2	*	0.1	0.2	0.3	0.4	0.5	0.6	0.7	~~0.8~~
	III	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	0.6	~~0.7~~
	IV	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	~~0.6~~
	V	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	~~0.5~~
	VI	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	~~0.4~~
	VII	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	~~0.3~~
	VIII	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.2	~~0.2~~
	IX	~~0.7~~0.8	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	~~0.2~~0.3	~~0.1~~0.2	*	~~*~~
	~~X~~	~~0.8~~	~~0.7~~	~~0.6~~	~~0.5~~	~~0.4~~	~~0.3~~	~~0.3~~	~~0.2~~	~~*~~	~~*~~

*No buffer required.

(b) Buffers Adjacent to Vacant Land. The standards in the table below address the opacity of the buffer required between proposed uses and vacant land. The rows show the proposed land use intensity of the subject property, while the columns contain the Future Land Use designation on adjoining parcel(s).

Vacant sites having an approved, unexpired ~~development plans~~ preliminary subdivision plan, master development plan, or site plan shall be evaluated as developed sites.

Required Opacity of Buffers Adjacent to Vacant Sites													
		LUI Existing											
		R-10, R-5, R-3, SE	LDR	MDR	HDR	COM	OFF	HIP	MXD	IND	REC	PUB	PD
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*	*	n/a
	II	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	III	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	IV	0.3	*	*	*	*	*	*	*	*	*	*	n/a
	V	~~0.3~~0.4	~~0.2~~ 0.3	*	*	*	*	*	*	*	*	*	n/a
	VI	~~0.4~~0.5	~~0.3~~ 0.4	*	*	*	*	*	*	*	*	*	n/a

	VII	~~0.5~~0.6	~~0.4~~ 0.5	*	*	*	*	*	*	*	*	n/a
	VIII	~~0.6~~0.7	~~0.5~~ 0.6	~~*~~ 0.2	~~*~~ 0.3	0.2	0.2	*	*	*	*	n/a
	IX	~~0.7~~0.8	~~0.6~~ 0.7	~~0.2~~ 0.3	~~0.3~~ 0.4	0.2	0.3	*	*	*	0.2	*	n/a
	~~X~~	~~0.8~~	~~0.7~~	~~0.3~~	~~0.4~~	~~0.3~~	~~0.4~~	~~*~~	~~*~~	~~*~~	~~0.3~~	~~*~~	~~n/a~~

*No buffer required.

(c) Buffers Adjacent to Streets.

(1) Chuluota Overlay Area Buffers. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, shall meet the buffering requirements. Residential uses within the Overlay area shall be consistent with Paragraph (2) below.

(2) Other Street Buffers. The standards in the table below address the opacity of the buffer~~yard~~ that is required along arterial, collector, and local streets or railroads.

Required Opacity of Buffers Adjacent to Roads					
		Arterial	Collector	Perimeter Local/ Regional Trail**	Railroad
LUI Proposed	I	*	*	*	*
	II	0.1	*	*	0.6
	III	0.1	0.1	0.1	0.6
	IV	0.2	0.1	0.1	0.5
	V	0.3	0.2	0.1	0.4
	VI	0.3	0.3	0.1	0.2
	VII	0.4	0.4 ~~0.3~~	0.1	0.1
	VIII	0.5~~0.4~~	0.5 ~~0.4~~	0.4~~0.2~~	*
	IX	0.5	0.5	0.5 ~~0.4~~	*
	~~X~~	~~0.5~~	~~0.5~~	~~0.5~~	~~*~~

*No buffer required.

**Buffers adjacent to trails can have trail amenities, such as wayfinding signage, benches, dog waste stations, water fountains, and bike racks.

(3) Landscape Materials. Plant Group "C," shall be used on all street buffers where overhead power lines are present. ~~In the event that canopy trees are required adjacent to power lines under a previously existing development order, developer's commitment agreement, PD master development plan, or other provision(s) of this Code, the Development Services Director may allow~~

~~the substitution of three (3) understory trees for each required one (1) canopy tree.~~ Under an existing development order, developer's commitment agreement, PD master development plan, or other provisions of this Code that require canopy trees adjacent to power lines, the Development Services Director may permit the substitution of three (3) understory trees for each required one (1) canopy tree.

30.14.~~7.1~~5.1. Buffer Requirements for M-1A, M-1 and M-2.

(a) Landscaping. As required by Sections ~~30.14.3—30.14.5~~ 30.14.3, 30.14.6 and 30.14.9 of the Land Development Code.

(b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

~~(c) Buffering shall comply with Part 14. In any case, where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.~~

Sec. 30.14.~~5.~~6. Standard buffer~~syards and permitted adjustments~~.

(a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section ~~30.14.7~~30.14.5.

Opacity	Standard Buffer~~yard~~ Width (ft.)	Number of Plant Units Groups per 100 feet	Structure Enhancement Required	~~Eligible for Adjustments**~~
0.1	10	1.00	None	~~No~~
0.2	10	2.00	None	~~No~~

LDC Summary of Changes: Buffering

0.2 (parking buffer)	10	1.00	3' masonry wall	~~No~~
0.3	15	~~2.60~~ 2.25	None	~~Yes~~
0.4	15	~~2.25~~ 2.50	~~3' hedge~~ None	~~Yes~~
0.5	25	2.70	~~6' masonry wall***~~ None	~~Yes~~
0.6	25	~~3.50~~ 2.90	~~6' masonry wall***~~ None	~~Yes~~
0.7	40	~~2.90~~ 3.20	6' masonry wall*~~**~~	~~Yes~~
0.8	50	~~3.20~~ 3.50	6' masonry wall*~~**~~	~~No~~
~~0.9*~~	~~50~~	~~3.20~~	~~6' masonry wall~~	~~No~~
~~1.0*~~	~~50~~	~~3.80~~	~~6' masonry wall~~	~~No~~

Notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.9.~~

~~**Subject to approval by the Development Services Director.~~

~~**~~*Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

~~(b) Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be~~

~~assumed to maintain the required opacities under Sections 30.14.7. These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements; however, the Development Services Director may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.~~

~~Permitted bufferyard adjustments shall be as follows:~~

~~(1) Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a reduction in landscape planting requirements. This reduction shall be applied equally to all plant types specified within the formula for the applicable plant group. In certain cases, the required buffer enhancement may be reduced as a result of increased buffer width. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.4~~	~~20~~	~~2.00~~	~~None~~
~~0.5~~	~~35~~	~~2.25~~	~~3' hedge~~
~~0.6~~	~~35~~	~~2.70~~	~~3' hedge~~
~~0.7~~	~~55~~	~~2.25~~	~~3' hedge~~

~~(2) Reduced Buffer Widths. Buffers having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement. This increase shall be applied equally to all plant types specified within the formula for the applicable plant group. An upgrade in buffer enhancement features shall also be required. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.3~~	~~10~~	~~3.00~~	~~3' hedge~~

~~0.4~~	~~10~~	~~2.50~~	~~3' open metal fence and 3' hedge~~
~~0.5~~	~~15~~	~~3.25~~	~~6' masonry wall*~~
~~0.6~~	~~20~~	~~4.00~~	~~6' masonry wall*~~
~~0.7~~	~~30~~	~~3.50~~	~~6' masonry wall*~~
~~*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.~~			

Sec. 30.14.~~11.~~7. Constrained site buffers.

Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:

The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or ~~Infill Site~~ irregularly shaped site	The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.
Resource ~~L~~limited ~~S~~site	The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.
~~Tree Preservation~~	~~Compliance with Chapter 60, Arbor Regulations, reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be permitted.~~

LDC Summary of Changes: Buffering

Based on required opacity, each constrained site buffer shall meet the applicable standard listed below:

Required Opacity	Buffer~~yard~~ Width (ft.)	Number of Plant Groups per 100 ft.	Type of Structure Enhancement Required
0.1	5	1.00	None
0.2	5	1.50	~~3 ft. hedge~~ None
Parking Buffer (0.2)	5	1.15	3 ft. masonry wall
0.3	5	1.40	None ~~5 ft. masonry wall**~~
0.4	10	2.15	None ~~6 ft. masonry wall**~~
0.5	15	2.45	6 ft. masonry wall*~~*~~
0.6	15	2.60	6 ft. masonry wall*~~*~~
0.7	25	3.65	6 ft. masonry wall*~~*~~ ~~4 ft. berm with 5 ft. hedge on top**~~
0.8	30	4.35	6 ft. masonry wall* ~~5 ft. berm**~~
~~0.9*~~	~~40~~	~~4.20~~	~~6 ft. berm**~~
~~1.0*~~	~~40~~	~~4.85~~	~~6 ft. berm**~~

Table notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

**Where a required wall or berm required is adjacent to a road, the Development Services Director may waive such wall or berm requirement or determine an appropriate alternative based on site visibility, public safety, and similar concerns.

Sec. 30.14.10.8. Calculating the buffer planting.

(a) The table below provides the plant material for a sample bufferyard. To calculate a bufferyard on a site, take the actual length of the bufferyard and divide by one hundred (100). Then multiply the result by the number of plant groups per one hundred (100) feet required by the table in Section 30.14.530.14.6. A sample calculation for opacity 0.2 is shown below.

Total Linear Feet		Hundreds of Linear Feet	Plant Units Groups Per 100'	Total Plant Groups	Standard Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	1	Canopy Tree =	(6.30) 7
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	2	Understory =	(12.60) 13
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	17	Shrub =	(107.10) 108

Table notes:

* (calculated figure) / rounded to next whole number

(b) The width of roads, driveways, or cross-access easements that interrupt a bufferyard shall not be counted in determining the total linear feet of the bufferyard. In some cases, it may be necessary to locate stormwater retention, utility facilities, or pedestrian/bicycle trails within a required buffer area due to the size, shape, or other characteristics of the development site. In these instances, the Development Services Director may adjust the location and design of the buffer to maintain the required opacity while meeting the unique needs of the subject property.

LDC Summary of Changes: Buffering

Sec. ~~30.14.3. Buffering.~~ 30.14.9. Plant Groups.

30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Group Options	Number	Plant Type
Plant Group A (Basic)	~~1~~ 2	Canopy
	1	Understory
	~~1~~	~~Evergreen~~
	11	Shrubs
Plant Group B (Basic)	1	Canopy
	2	Understory
	17	Shrubs
Plant Group C (Height Restricted)	5	Understory
	16	Shrubs
Plant Group D (Basic)	3	~~Evergreen~~ Canopy
	1	Understory
	13	Shrubs
Plant Group E (Low Level Visibility)	2	Canopy
	4	Shrubs

~~Note: See Section 30.14.16(b)(1) and (2) for minimum size at planting.~~

Notes:

(1) See Section 30.14.16(b)(1) and (2) for minimum size at planting.

(2) Any understory tree may be replaced by a canopy tree at the discretion of the applicant.

(3) Low level visibility describes circumstances on a side or rear buffer where, for maintenance or security reasons, plantings are located on the applicant property's side of a wall or fence.

(4) Upon a determination that the quantity of plants within a specific buffer area would result in plant density that would not be optimal for plant spacing, the Natural Resources Officer may approve an alternative location for excess plant material.

Sec. 30.14.~~8.~~10. Parking buffers.

A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section ~~30.14.7~~30.14.5.

Sec. 30.14.~~9.~~11. Nuisance buffer~~-yard~~s.

Additional buffering in excess of that required in the tables above shall be required for the following:

(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.

(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a ~~berm or evergreen~~ hedge or wall of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.

Sec. 30.14.12. Maximum feasible buffer.

In cases of redevelopment or expansion of existing uses in which adequate site area for either the standard or constrained buffer~~yard~~ is not available, the Development Services Director may require that the maximum feasible buffer be installed on any property line where a buffer is needed. The maximum feasible buffer shall consist of a selection of plants and other buffer enhancement features that provide the most effective buffering possible in a given location where the required opacity cannot be met. As part of the maximum feasible buffer determination, the Development Services Director may restrict the intensity of the development by limiting parking, employment, hours of operation, etc.

Sec. 30.14.13. Parking lot landscaping.

(a) Landscaping required under this Section shall be installed in planting islands within a parking lot, or in adjacent planting areas not more than eight (8) feet from the edge of parking spaces or driveway aisles. All such planting areas shall be shown on required site plan(s) for the site.

(b) A total planting area of thirty (30) square feet per parking space shall be required for any parking area exceeding five (5) spaces. There shall be no more than twenty (20) parking spaces in a continuous row without one or more planting areas as required under this Section. Tree planting islands shall be a minimum of one hundred (100) square feet in size and eight (8) feet in width.

(c) Minimum landscaping shall consist of one (1) canopy tree or two (2) understory trees per two hundred (200) square feet of required planting area.

Sec. 30.14.14. Pedestrian access.

Pedestrian access to neighboring uses through a required buffer may be provided at the option of the abutting property owner(s). Such access shall be designed not to interfere with the screening function of the buffer.

Sec. 30.14.15. - Screening

The following provisions shall apply to mechanical equipment, refuse areas, and utilities visible from a residential district or Future Land Use Designation, or public rights-of-way:

(a) Screening of Refuse Facilities. All solid waste containers, except approved recycling containers, shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material consistent with the finish of the

primary building, as approved by the Development Services Director. Masonry walls shall have a finished surface on the exterior side. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent, and fasteners to keep them closed at all times except during refuse pick-up. The Development Services Director may require that a hedge or similar landscaping material surround the enclosure walls. The container and enclosure shall be oriented so that the opening faces away from public streets and adjoining properties. A concrete or asphalt pad of appropriate size and construction shall be provided as a base for the container. The container pad shall be at the approximate level of the service vehicle approach area so that the truck's loading mechanism can align with the container's sleeves. The screened enclosure shall not be located in any street right-of-way or required landscape buffer. Containers and enclosures shall be located to allow ease of access for collection trucks and direct access to drive areas. Straight-in or circular drives are encouraged to reduce truck maneuvering problems. No parking or other obstructions shall be permitted in front of such containers and enclosures. Hours of operation for emptying such containers may be specified during the site plan review process based on compatibility with adjacent properties to limit noise.

(b) Mechanical Equipment.

(1) All roof, ground and wall mounted mechanical equipment (e.g., air conditioning condensers, heating units, electrical meters, irrigation pumps, ice machines and dispensers, outdoor vending machines, propane tanks, displays, and refilling areas) shall be screened from view from a residential district or public rights-of-way at ground level on the property line.

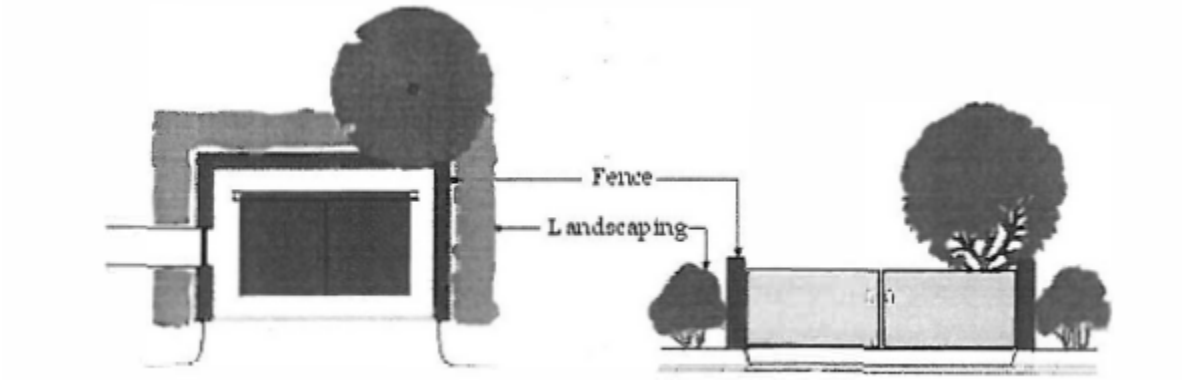
(2) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include decorative metal screening or louvers that are galvanized or painted to blend with the principal structure.

(3) Wall or ground-mounted equipment screening shall be constructed of:

Planting screens;

Brick, stone, reinforced concrete, or other similar masonry materials; or

Redwood, cedar, preservative pressure treated wood, or other similar materials.



(c) Utilities. Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the structure, up to eight (8) feet. Required access points to these utilities are exempt from the screening provisions.

~~(b)~~ (D) Refer to Part 9 for Pool Screen Enclosure standards.

Sec. 30.14.16. - General provisions for all landscaped areas.

Sec. 30.14.17. - Landscaping and traffic circulation.

Sec. 30.14.18. - Landscape plan and irrigation plan submittal requirements.

LDC Summary of Changes: Open Space

Note: *Since these sections have been significantly reorganized, the Ordinance may show an entire section to be new or removed. However, there are no new or removed sections, and any section shown to be new or removed have actually been relocated within the Code. This summary of changes shows the proposed language on the left and the purpose of the change on the right. The right column also includes clickable links to where the language originated from or was moved to.*

Current/Proposed	**Change**
30.14.2.1 Purpose and Applicability.	*No Change*
(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~	*Add clarity and readability*
1) active and passive recreation for residents, employees, and visitors of the development;	*Summary of intent, clarity*
2) conservation and restoration of natural systems and wildlife habitats; and	*Summary of intent, clarity*
3) preservation of community character through views of vegetation and natural features.	*Summary of intent, clarity*
(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.	*Remains the same*
(c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments~~	*Relocated and clarified in 30.14.2.5; "Use specific open space conditions"*

Current/Proposed	Change
~~shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~	
(d) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.	*Remains the same*
~~**30.14.2.2 Nonresidential Open Space.**~~	**30.14.2.2 Open Space in General.**
(A) Open space shall be located entirely within the boundaries of the development. For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.	Relocated from 30.14.2.2(b)
(B) Open space shall be maintained to preserve its required function(s) as follows:	Relocated from 30.14.2.2(c)
(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.	Relocated from 30.14.2.2(c)
(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.	Relocated from 30.14.2.2(c)
(C) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.	Relocated from 30.14.2.3(c)
~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation,~~	*This was relocated to 30.14.2.1(a)*

Current/Proposed	Change
~~aquifer recharge, and/or preservation of natural resources.~~	
~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~	*This is now stated in 30.14.2.2 Open Space in General in (A).*
~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~	*Relocated and clarified in 30.14.2.5(A); "Use specific open space conditions"*
~~(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:~~ ~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(2)*
~~(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(1)*
~~(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(3)*
~~(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(2)(f)*

LDC Summary of Changes: Open Space

Current/Proposed	Change
~~approved by the Natural Resource Officer or designee.~~	
~~(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:~~	*Relocated to 30.14.2.3 Types of Open Space.(C)*
~~(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and~~	*Relocated to 30.14.2.3 Types of Open Space.(C)(1)*
~~(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.~~	*Relocated to 30.14.2.3 Types of Open Space.(C)(2)*
~~(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.~~	*Relocated to 30.14.2.3 Types of Open Space.(A)(Table 2.3)*
~~(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.~~	*Relocated to 30.14.2.3 Types of Open Space.(B)*
~~(h) Site features noted in Section 30.14.2.5 may also be counted as open space.~~	*Relocated to 30.14.2.3 Types of Open Space.(A)*
~~**30.14.2.3 Residential Open Space.**~~	**30.14.2.3 Types of Open Space.**
~~(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all~~	*Relocated and clarified in 30.14.2.5; "Use specific open space conditions"*

LDC Summary of Changes: Open Space

Current/Proposed	Change
~~residents of a development and shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.~~	
(A) Site features noted in Table 2.3: Permitted Open Space Types may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:	*Clarified and consolidated* from 30.14.2.5 "Permitted Open Space Features." and from other sections
(B) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required open space; except that for non-residential developments of one (1) net buildable acre or less, only natural lakes and wetlands combined may account for the maximum of fifty (50) percent limitation and retention areas and buffers may account for up to one hundred (100) percent of the required open space.	*Clarified and consolidated* from 30.14.2.5 "Permitted Open Space Features." – footnotes*
(C) Natural lakes may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:	*Relocated* from 30.14.2.2(e)
(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and	*Relocated* from 30.14.2.2(e)(1)
(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.	*Relocated* from 30.14.2.2(e)(2)
(D) Stormwater retention ponds may be counted toward the minimum required Open Space, subject to the limitation in paragraph (B) and the following criteria:	*Relocated* from 30.14.2.2(d)
(1) The pond shall be accessible to all residents, employees and/or visitors.	*Relocated* from 30.14.2.2(d)(2)

Current/Proposed	Change
(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.	*Relocated* from 30.14.2.2(d)(2)
a. The pond shall have a curvilinear shape simulating a natural water body.	*Relocated* from 30.14.2.2(h)(3)
b. The pond shall have no steeper than a 4:1 slope with no fencing.	*Relocated* from 30.14.2.2(h)(2)
c. The pond shall be sodded or dressed with equivalent ground cover.	*Relocated* from 30.14.2.2(h)(1)
d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.	*Relocated* from 30.14.2.2(h)(4)
e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project, a total of four of the following features shall be required: i. Fountain ii. Stabilized walking path iii. Exercise equipment iv. Benches for seating v. Tot lot or mini-park vi. Nature interpretation stations vii. Pavilion or other shaded structures viii. Other features in addition to, or substituting	*Relocated* from 30.14.2.2(h)(7)

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for, the aforementioned may be approved by the Development Services Director if consistent with the intent of this Part.	
f. A littoral zone with plantings is required for wet ponds. i. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required. ii. landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.	*Relocated* from 30.14.2.2(h)(7)
(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.	*Relocated* from 30.14.2.2(d)(3)
(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).	*New section, allowing additional area to be counted.*
(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).	*Expansion of an already incorporated section of LDC (65.8). Consolidated to this section for clarity.*
(G) Utility easements can be counted as required Open Space only if allowed by the utility company benefitting from the easement.	*Relocated* from 30.14.2.5 "Permitted Open Space Features." – footnote****
~~(b) Open space shall be located entirely within the boundaries of the project. In no case shall the~~	*Relocated and clarified in 30.14.2.2(A)*

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~~required open space occupy any portion of a privately owned residential lot.~~	
~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~	*Relocated and clarified in 30.14.2.2(C)*
~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~	*Relocated and clarified in 30.14.2.5; "Use-Specific Conditions"*
~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~	*Relocated and clarified in 30.14.2.5(2)*
~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75)~~	*Relocated and clarified in 30.14.2.4(A)*

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~~square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~	
~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~	*Relocated in 30.14.2.2(B)(2)*
~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~	*Relocated in 30.14.2.3(D)*
~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~	*Relocated in 30.14.2.3(D)(2)(c)*
~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~	*Relocated in 30.14.2.3(D)(2)(b)*
~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~	*Relocated in 30.14.2.3(D)(2)(a)*
~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~	*Relocated in 30.14.2.3(D)(2)(d)*
~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~	*Relocated in 30.14.2.3(D)(3)*
~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~	*Relocated in 30.14.2.3(D)(f)(i)*
~~(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include~~	*Relocated in 30.14.2.3(D)(e)*

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~~other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:~~ ~~a. Fountain~~ ~~b. Stabilized walking path~~ ~~c. Exercise equipment~~ ~~d. Benches for seating~~ ~~e. Tot lot or mini-park~~	
~~(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:~~	*Relocated in 30.14.2.3(B)*
~~(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.~~	*Relocated in 30.14.2.3(C)(2)*
~~(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.~~	*Relocated in 30.14.2.3(C)(1)*
~~(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.~~	*Relocated in 30.14.2.3(A)(Table YY)*

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~~(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.~~	*Relocated in 30.14.2.3(B)*
~~(l) Required landscaped areas and buffers may not be credited toward the required open space area.~~	*Now an allowed credit; Relocated in 30.14.2.3(A)(Table YY)*
~~(m) Site features noted in Section 30.14.2.5 may also be counted as open space.~~	*Relocated in 30.14.2.3(A)(Table YY)*
~~**30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.**~~	**30.14.2.4 Standards for Open Space.**
Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.	Relocated and clarified from 30.14.2.4(i)
If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.	*New section which summarizes the accessibility of Open Space - was stated in previous sections*
Open space within a development must meet the following dimensional standards:	
(A) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.	*Relocated* from 30.14.2.3(f)
(1) Open space at least twenty (20) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.	*Relocated* from 30.14.2.3(f); clarified and added additional exemption options
(2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks	*Relocated* from 30.14.2.3(f)

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must contain waste disposal receptacles and appropriate signage.	
(3) Open Spaces adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.	*Relocated* from 30.14.2.3(h)(7)
(4) If less than seven thousand five hundred (7,500) square feet of open space is required, then all provided open space must be contiguous.	*Relocated* from 30.14.2.3(f)
(B) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:	*Relocated* from 30.14.2.4(e)
(1) Dog parks and playgrounds may be fenced for safety purposes.	*New language which gives additional options*
(2) Pools or other areas that must be fenced as required by state regulations.	*New language which gives additional options*
(3) Railings and other decorative features that are not intended to limit access are permitted.	*New language which gives additional options*
(C) Open space shall not contain storage areas or other service-related functions,	*Relocated* from 30.14.2.4(e)
(D) Open space shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.	*Relocated* from 30.14.2.4(e)
(E) Allowable features within recreational open space include but are not limited to: (1) Paved jogging and bicycling path; (2) Outdoor dining/seating areas not limited to patrons of a single business; (3) Outdoor recreation facilities; (4) Outdoor sculpture garden; (5) Decorative fountain, Interactive fountain; (6) Benches and shade; and (7) Plant conservatory.	*Relocated from 30.14.2.5 "Permitted Open Space Features" table*
~~(a) The purpose of open space in infill development, redevelopment, and mixed use~~	*Relocated in 30.14.2.2*

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~~developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.~~	
~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~	*Relocated in 30.14.2.2(A)*
~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~	*Relocated in 30.14.2.2(C)*
~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~	*Relocated in 30.14.2.5*
~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~	*Relocated in 30.14.2.4(B)*
~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~	*Relocated in 30.14.2.3(D)*
~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~	*Relocated in 30.14.2.3(D)(2)(c)*
~~(2) The pond shall be landscaped and configured in a manner that results in a~~	*Relocated in 30.14.2.3(D)(2)*

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~~visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~	
~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~	*Relocated in 30.14.2.5*
~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~	*Relocated and expanded in 30.14.2.3(B)*
~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~	**Removed**
~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as~~	**Removed**

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~~amenities when available for use and enjoyment by all residents or users of a development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.~~	
~~(k) Site features noted in Section 30.14.2.5 may be counted as open space.~~	*Relocated in 30.14.2.3(A)(Table YY)*
~~**30.14.2.5 Permitted Open Space Features.**~~ ***(Note: The existing table was simplified and replaced in 30.14.2.3(A)(Table YY)***	**30.14.2.5 Use-Specific Conditions.**
30.14.2.5 Use specific open space conditions.	*New section name.*
(A) For single-family residential developments, the following conditions apply:	*Relocated from 30.14.2.3*
(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use**, unless the facility was not included in the overall open space calculation.**	*Relocated from 30.14.2.3(d)* *Note: The words "unless the facility was not included in the overall open space calculation" Is an addition.*
(2) Where intervening properties separate a dwelling unit from an area dedicated as open space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.	*Relocated from 30.14.2.3(e)*
(B) For multi-family, the following conditions apply:	*Relocated from 30.14.2.4*

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No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.	*Relocated from 30.14.2.3(d)*

New Table (*consolidated table of uses from each section*):

Table 2.3: Permitted Types of Open Space
100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

Removed Table (Now **30.14.2.4 Standards for Open Space.(F)**):

~~Feature~~	~~Nonresidential Open Space~~	~~Residential Open Space~~	~~Mixed-Use Infill, Redevelopment~~
~~100-year floodplain~~	~~Y*~~	~~Y*~~	~~Y*~~

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~~Borrow pits~~	~~Y**~~	~~Y**~~	~~Y**~~
~~Clubhouse/admin. Offices fitness center~~	~~N~~	~~Y~~	~~Y~~
~~Curated art museums/galleries~~	~~N~~	~~N~~	~~Y~~
~~Decorative fountain, Interactive fountain~~	~~Y~~	~~Y~~	~~Y~~
~~Fitness center internal to the residential portion of a development~~	~~N~~	~~N~~	~~Y~~
~~Lakes~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Outdoor exercise trail~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor dining/seating areas not limited to patrons of a single business~~	~~Y~~	~~N~~	~~Y~~
~~Outdoor recreation facilities~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor sculpture garden~~	~~Y~~	~~Y~~	~~Y~~
~~Outparcels~~	~~N~~	~~N~~	~~N~~
~~Parking lots~~	~~N~~	~~N~~	~~N~~
~~Paved jogging and bicycling path~~	~~Y~~	~~Y~~	~~Y~~
~~Plant conservatory~~	~~N~~	~~N~~	~~Y~~
~~Platted residential lots~~	~~—~~	~~N~~	~~N~~
~~Power line easements~~	~~Y~~	~~Y****~~	~~Y~~
~~Power line easements or R/W containing trails or similar rec. amenities~~	~~Y~~	~~Y~~	~~Y~~
~~Private roads~~	~~N~~	~~N~~	~~N~~
~~Public plazas with benches and shade trees~~	~~Y~~	~~Y~~	~~Y~~
~~Public road R/W~~	~~N~~	~~N~~	~~N~~
~~Required buffer areas~~	~~Y~~	~~N~~	~~Y~~
~~Retention (amenitized per Code)~~	~~Y~~	~~Y~~	~~Y~~
~~Retention (not amenitized)~~	~~N~~	~~N~~	~~N~~
~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~

~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

Sec. 30.14.2. Open space.

30.14.2.1 Purpose and Applicability.

(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~

4) active and passive recreation for residents, employees, and visitors of the development;

5) conservation and restoration of natural systems and wildlife habitats; and

6) preservation of community character through views of vegetation and natural features.

(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.

(c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section~~

~~30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

~~(d)~~ The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

Zoning District	Open Space Percentage
A-1	-
A-3	-
A-5	-
A-10	-
OP	25%
CN	25%
CS	25%
C-1	25%
C-2	25%
C-3	25%
M-1A	25%
M-1	25%
M-2	25%
PD	25%
PLI	25%
RC-1	-
R-1AAAA	-
R-1AAA	-
R-1AA	-
R-1A	-

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R-1	-
R-1B	-
R-1BB	-
R-2	-
R-3	25%
R-3A	25%
R-4	25%
RM-1	25%
RM-2	25%
RM-3	25%
RP	25%
UC	25%

30.14.2.2 Open Space in General.

(A) Open space shall be located entirely within the boundaries of the development.

For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.

(B) Open space shall be maintained to preserve its required function(s) as follows:

(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.

(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.

(C) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.

30.14.2.3 Types of Open Space.

(A) Site features noted in Table 2.3: Permitted Types of Open Space may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:

Table 2.3: Permitted Types of Open Space

100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

(B) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required open space; except that for non-residential development of one (1) net buildable acres or less, only natural lakes and wetlands combined shall be subject to the maximum of fifty (50) percent limitation, and retention areas and buffers may account for up to one hundred (100) percent of the required open space.

(C) Natural lakes may be counted toward the minimum required open space area, subject to the limitation in paragraph (B) and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(D) Stormwater retention ponds may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) The pond shall be accessible to all residents, employees and/or visitors.

(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.

a. The pond shall have a curvilinear shape simulating a natural water body.

b. The pond shall have no steeper than a 4:1 slope with no fencing.

c. The pond shall be sodded or dressed with equivalent ground cover.

d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.

e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project a total of four of the following features shall be included:

i. Fountain

ii. Stabilized walking path

iii. Exercise equipment

iv. Benches for seating

v. Tot lot or mini-park

vi. Nature interpretation stations

vii. Pavilion or other shaded structures

viii. Other features in addition to, or substituting for, the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.

f. A littoral zone with plantings is required for wet ponds.

i. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required.

ii. Landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.

(4) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).

(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

(G) Utility easements can be counted as required open space only if allowed by the utility company.

30.14.2.4 Standards for Open Space.

Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.

If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.

Open space within a development must meet the following dimensional standards:

(A) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.
  (1) Open space at least twenty (10) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.
  (2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.
  (3) Open space adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.
  (4) If less than seven thousand five hundred (7,500) square feet of Open Space is required, then all provided open space must be contiguous.

(B) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:
  (1) Dog parks and playgrounds may be fenced for safety purposes.
  (2) Pools or other areas that must be fenced as required by state regulations.
  (3) Railings and other decorative features that are not intended to limit access are permitted.

(C) Open space shall not contain storage areas or other service-related functions,

(D) Open space shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.

(E) Allowable features within recreational open space include but are not limited to:
  (1) Paved jogging and bicycling path;

(2) Outdoor dining/seating areas not limited to patrons of a single business;
(3) Outdoor recreation facilities;
(4) Outdoor sculpture garden;
(5) Decorative fountain, Interactive fountain;
(6) Benches and shade; and
(7) Plant conservatory.

30.14.2.5 Use specific open space conditions.

(A) For single-family residential developments, the following conditions apply:

(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use, unless the facility was not included in the overall open space calculation.

(2) Where intervening properties separate a dwelling unit from an area dedicated as pen space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.

(B) For multi-family, the following conditions apply:

No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required Open Space for development.

~~30.14.2.2 Nonresidential Open Space.~~

~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~

~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~

(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:

(1) The pond shall be sodded or dressed with equivalent ground cover; and

(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.

(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.

(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.

(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.

(h) Site features noted in Section 30.14.2.5 may also be counted as open space.

30.14.2.3 Residential Open Space.

(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.

(b) Open space shall be located entirely within the boundaries of the project. In no case shall the required open space occupy any portion of a privately owned residential lot.

~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~

~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~

~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~

~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~

~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~

~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~

~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~

~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~

~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is~~

not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.

(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:

a. Fountain

b. Stabilized walking path

c. Exercise equipment

d. Benches for seating

e. Tot lot or mini-park

(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:

(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.

(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.

(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.

(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.

(l) Required landscaped areas and buffers may not be credited toward the required open space area.

(m) Site features noted in Section 30.14.2.5 may also be counted as open space.

30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.

(a) The purpose of open space in infill development, redevelopment, and mixed use developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.

~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~

~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~

~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~

~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~

~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~

~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~

~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~

~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities when available for use and enjoyment by all residents or users of a~~

development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.

(k) Site features noted in Section 30.14.2.5 may be counted as open space.

30.14.2.5 Permitted Open Space Features.

Feature	Nonresidential Open Space	Residential Open Space	Mixed-Use Infill, Redevelopment
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. Offices fitness center	N	Y	Y
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y
Outdoor dining/seating areas not limited to patrons of a single business	Y	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Parking lots	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	—	N	N
Power line easements	Y	Y****	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N

~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~
~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

~~Table notes:~~

~~Y = Permitted to be counted toward area requirements.~~

~~N = Not permitted to be counted toward area requirements.~~

~~*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.~~

~~**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(l).~~

~~***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.~~

~~****If allowed by utility company.~~

30.14.2.5 Permitted Open Space Features.

Feature	Nonresidential Open Space	Residential Open Space	Mixed-Use Infill, Redevelopment
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. Offices fitness center	N	Y	Y
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y
Outdoor dining/seating areas not limited to patrons of a single business	Y	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	—	N	N
Power line easements	Y	Y****	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N
Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools	Y	Y***	Y
Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails	Y	N	Y
Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails	Y	Y	Y
Upland common areas exceeding 40' in width	Y	Y	Y
Utility easements	Y	Y	Y
Wetlands	Y*	Y*	Y*

Table notes:

Y = Permitted to be counted toward area requirements.

N = Not permitted to be counted toward area requirements.

*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.

**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.

****If allowed by utility company.

Kimley»Horn

MEMORANDUM

Seminole County – LDC Updates 2025

To: Jose Gomez, Joy Giles, Maya Athanas

From: Eliza Juliano, Sribhava Kakani

Kimley-Horn and Associates, Inc.

Date: April 11, 2025

Subject: Recommendations to zoning districts permitted within LDR

The maximum allowable density of 4 dwelling units per acre in the Low Density Residential (LDR) Future Land Use District is not achievable within the constraints of the permitted zoning districts. While existing regulations are suitable for individual lots, they present challenges for larger developments, limiting flexibility, quality, and efficiency in site planning. This memorandum outlines the need for changes to LDR implementation within the Land Development Code and provides recommendations to address these issues.

Analysis of Existing Regulations within LDR

1. Density Limitations & PD Rezonings:
   - While LDR allows 4 dwelling units per acre, the current zoning districts do not support this density under their existing development standards in new subdivisions.
     - Other than very small development projects on existing platted lots or served only by existing roadways, most new single-family development requires the construction of surface stormwater retention and new internal roadways to provide lot access. This infrastructure reduces the achievable density in new subdivisions when minimum lot size is a limiting factor.
   - The table below outlines the standards for existing zoning districts currently allowed in LDR, as well as two additional zoning districts allowed in MDR and how many dwelling units they might produce.
     - The purpose of the table is to test the development standards, assuming a 20-acre parcel to see if the allowed maximum density of LDR (4 du/ac) could be achieved.

- For a 20-acre site, the maximum number of units that can be allowed under LDR FLU inside the Urban Core is 80, and outside the Urban Core is 64 (as shown in Columns 7 and 8).
  - In Seminole County, the calculation of net buildable acres for determining development density varies based on the location of the property:
    - Urban Core: The Urban Core is defined as the area bounded by Interstate 4 (I-4) on the west, extending ¼ mile east of U.S. Highway 17/92, and includes all land within ¼ mile of State Road 436 (SR 436). For parcels intersected by this boundary, the entire parcel is considered within the Urban Core. Within this area, net buildable acres are calculated by excluding only natural lakes and wetlands or flood-prone areas from the total acreage of the development site.
    - Outside the Urban Core: In all other areas of Seminole County, the calculation of net buildable acres involves excluding the following from the total acreage of the development site: Road rights-of-way, transmission power line easements, natural lakes, wetlands, or flood-prone areas.
- In order to estimate the impacts of supporting infrastructure on density and lot yield, the table assumes a percentage allocation for major infrastructure elements. When allocating 20% of the developable land for stormwater and 20% for roads, none of the zoning districts permitted under the LDR can achieve a density of 4 dwelling units per acre—even when no common areas or open space is provided (as shown in Columns 9 and 10).

Assume 20 Acre Parcel									
1	2	3	4	5	6	7	8	9	10
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core		
LDR	R-1	8,400	70	120	104	80	64	62	No
	R-1A	9000	75	120	97			58	No
	R-1AA	11,100	90	123	78			47	No
	R-1AAA	13,500	100	135	65			39	No
	R-1AAAA	21,180	100	212	41			25	No
	A-1	43560	150	290.4	20			12	No
	RC-1	43560	120	363	20			12	No

Notes:

a) Column 6 shows "Units by Zoning," which is the number of units achievable on a 20-acre parcel based solely on the minimum lot size—without factoring in land needs for required infrastructure.

b) Column 9 includes infrastructure assumptions for stormwater and roads. Typical ranges for stormwater are 15% - 20%, and for roads are 20% - 25%. Column 9 assumes 20% for each stormwater and roads.

2. The Current Regulatory Structure penalizes developments for providing Open Space.
   - Because lot sizes are the limiting factor in new conventional developments, the current regulations strongly disincentivize the provision of open or common spaces. Any open space provided directly results in a loss of units, as shown in lines 11 and 12 of the table below.
   - This structure may also disincentivize other potentially desirable design features in new developments such as roadway connectivity, wider rights of way, or more create stormwater designs.

Assume 20 Acre Parcel											
1	2	3	4	5	6	7	8	9	10	11	12
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?	Units **Feasible** (assuming +8% Open Space)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core				
LDR	R-1	8,400	70	120	104	80	64	62	No	54	No
	R-1A	9000	75	120	97			58	No	50	No
	R-1AA	11,100	90	123	78			47	No	41	No
	R-1AAA	13,500	100	135	65			39	No	34	No
	R-1AAAA	21,180	100	212	41			25	No	21	No
	A-1	43560	150	290.4	20			12	No	10	No
	RC-1	43560	120	363	20			12	No	10	No

Notes:

a) Column 11 calculates density, assuming 8% for open space in addition to the 40% for infrastructure

Use of Planned Developments within LDR

Developers and property owners are not guaranteed the right to maximize the allowable FLU density, however, the significant difference between achievable densities in the applicable conventional zoning districts and the maximum permitted FLU density creates a strong incentive to use the PD process.

Are PDs the best tool to address this issue? The following advantages and challenges should be considered when relying on PDs to address this density gap:

- Advantages of PDs:
  - 25% open space requirement ensures green space.
  - Increased flexibility on lot sizes.
  - Opportunities to negotiate for connectivity, access, and other site planning features.

- Challenges of PDs:
  - Lack of predictability for applicants and the public.
  - Extended review and approval timeline.
  - Added administrative time/effort for county staff.
  - Increased complexity for applicants and county staff.
  - Risk of inconsistent regulation and outcomes.

Gaps in Conventional Single-Family Development Regulations

- Single-family subdivisions developed under conventional zoning regulations do not require designated open spaces, though recent updates mandate keeping 25% of existing protected trees.
- Many new subdivisions lack proper connectivity that would facilitate better traffic flow and emergency response.

The example below illustrates the lack of connectivity and open space in an existing residential development.

Existing Seminole County Neighborhood **Example**



Recommended Changes

Regulations that work for individual lots are impractical for new subdivisions. New subdivisions would benefit from more flexible standards to optimize land use while improving development quality. More flexible standards would also help the County to address housing supply, especially given the limited amount of developable land remaining in preferred development areas (areas excluding the WRPA and the Rural Boundary Area)

1. Allow R-1B and R-1BB Zoning Under LDR

Assume 20 Acre Parcel											
1	2	3	4	5	6	7	8	9	10	11	12
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?	Units **Feasible** (assuming +8% Open Space)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core				
LDR	R-1	8,400	70	120	104	80	64	62	No	54	No
	R-1A	9000	75	120	97			58	No	50	No
	R-1AA	11,100	90	123	78			47	No	41	No
	R-1AAA	13,500	100	135	65			39	No	34	No
	R-1AAAA	21,180	100	212	41			25	No	21	No
	A-1	43560	150	290.4	20			12	No	10	No
	RC-1	43560	120	363	20			12	No	10	No
MDR	R-1B	6,700	60	112	130			78	No*	68	No*
	R-1BB	5,000	50	100	174			105	Yes	91	Yes

* Yes Outside Urban Core

- As demonstrated in the table above, permitting the two additional zones (R1B and R1BB) under LDR will allow design flexibility, including the provision of open space while being able to reach or come closer to reaching the Future Land Use density.

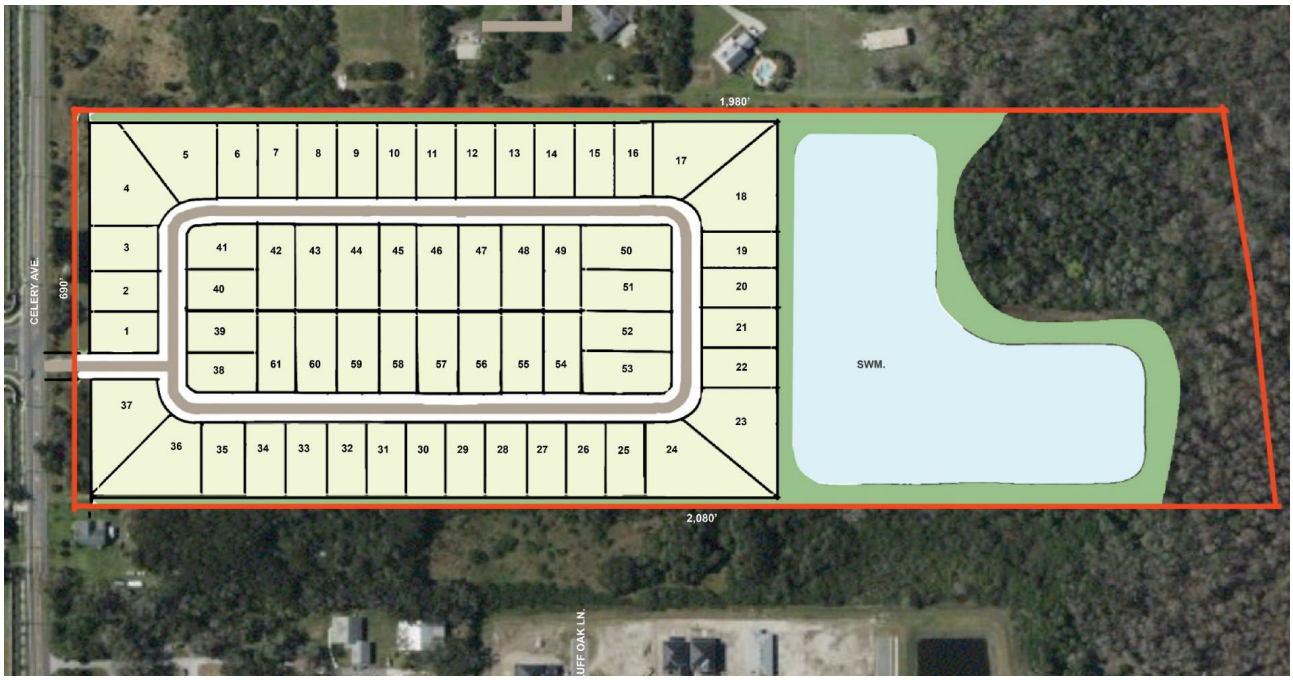
2. Establish additional development standards for conventional subdivisions that mimic some common benefits of Planned Developments while providing a more predictable framework for applicants and the public.
   - Establish minimum open space requirements.
     - Recommend a common usable open space requirement for new subdivisions with lots 1 acre or less of between 8 and 15 percent.
     - Example from MM standards: Commonly accessible open space is required subject to the following standards:
       - Minimum 8% of developable land
       - Open Space may be provided in multiple locations however, each location must be:

    - Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
    - Not less than 0.25 contiguous acres.
    - A minimum of 40 feet in width.
    - Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of 20 feet in width from the top of the berm to the public right of way or lot line.
- Apply additional development standards to ensure quality design, including:
  - Connectivity requirements to improve access and emergency response.
    - Establish a minimum of two access points for developments with more than 400 feet of single-road frontage.
    - When a property has access to more than one street – Establish at least one access point on every street frontage.
    - Consider discouraging gated communities except where natural barriers to connectivity exist.
    - Provide stub-outs for future connections to neighboring properties.
  - Require connectivity to existing roadway/trail easements or streets stubs on adjacent properties.
    - Where a roadway connection is not possible or required, consider requiring a bicycle/pedestrian connection.
  - Consider limiting cul-de-sacs and dead-end streets except:
    - Where an easement for future street connectivity to adjacent undeveloped property is provided. Where road stubs exceed 250 feet in length, a temporary cul-de-sac turnaround must be provided.
    - To provide a connection to an existing or planned public recreation trail.
    - In limited circumstances where wetlands, existing water bodies, or infrastructure corridors prevent connections.
    - Consider design requirement for a "close" in lieu of a cul-de-sac:
      - The close must be rectangular or square and include a central landscaped open space.
      - The minimum right-of-way width for a close is 80 feet in any direction.
      - A paved way, 20 to 30 feet in width, must surround the landscaped open space.
      - The central open space must be a minimum of 40 feet in any direction; and

Site Plan Analysis: Existing Conditions vs. Proposed Changes

- The following site concepts were developed to illustrate potential differences between existing development standards for a conventionally zoned subdivision in LDR (Exhibit 1) and the recommended standards for new subdivisions (Exhibit 2). Net Density represents the Core Area standard. Net/Net Density represents the non-Core Area standard.
  - Exhibit 1 uses the R-1 zoning with 70' wide lots and no requirements for open space.

Exhibit 1: **Existing Conditions**



Upland	27.6 ac.	
Roads	2.88 ac.	10%
SW Ponds	5.50 ac.	20%
Parks	Not required	
Lots	61 (70'x120')	
Net Density	2.21 DU/Ac	
Net/Net Density	2.46 DU/Ac	

- Exhibit 2 shows the same lot subdivided with R-1BB standard of 50' wide lots, with 8% park space and multiple entries/future road connections. The resulting density is closer to the LDR maximum, and the subdivision receives better open space and connectivity. Street tree plantings are not shown but could also be required.

Exhibit 2: **Proposed Changes**



Upland	27.6 ac.	
Roads	3.87 ac.	14%
SW Ponds	5.50 ac.	20%
Parks	2.34 ac.	8%
Lots	74 (50' x 120')	
Net Density	2.68 DU/Ac	
Net/Net Density	3.12 DU/Ac	

Law Offices

HATTAWAY LEGAL

840 Waterway Place
Longwood, Florida 32750

Telephone: 407·831·7500
jim@hattawayrealty.com

March 12, 2026

The Hon. Andria Herr, Chairman
Seminole County Board
of County Commissioners
1101 East First Street
Sanford, Florida 32771

Re: Proposed changes to the Land Development Code relative to affordable housing

Dear Chairman Herr:

I write to you and your fellow commissioners on behalf of the Development Advisory Board (DAB), of which I have the honor to be the chair. Specifically, to voice our support for the proposed changes to the Land Development Code, especially the affordable housing component.

By way of background, the DAB is an offshoot of PBAS, and we are a board made up of Seminole County professionals involved in the development business—from engineers to planners, general contractors, brokers, and attorneys. Over the decades, we have shared our expertise and thoughts with county staff, and they have shared theirs with us.

In that spirit, staff recently shared the latest proposed changes to the Land Development Code with us. Simply put, we were very impressed and wholeheartedly support staff's proposals.

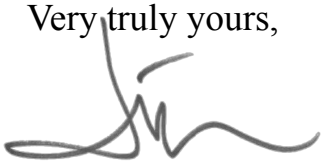
Of particular interest to us is the proposed update to the affordable housing density bonus (Sec. 30.9.7 alternative density option for affordable housing). We have been studying the issue of affordable housing for some time, and we have known that local government cannot solve the problem by throwing

money at it. However, market-based solutions have eluded us and others who have studied the issue. That said, we think staff is on to something.

Staff's approach, amongst other ideas, of allowing increased density while also providing a multiplier to incentivize residential developers to build affordable housing, is creative and exciting. This kind of market-based approach will work, and work well. We encourage you to support this idea and vote it, along with the other proposed changes, into the Land Development Code.

Should you have questions or comments, we are happy to discuss the matter with you.

Very truly yours,



James A. Hattaway

Supporting Board Members

Torey Eisenman	Jeremy Morton
Kim Fischer	Bryan Potts
Bill Maki	Channi Sodhi
Bill Miller	Mike Towers
Zachary Miller	Bob Turnage
Chad Moorhead	Maverick VonHerbulis

c: The Hon. Amy Lockhart, Vice-Chair, The Hon. Jay Zembower, The Hon. Bob Dallari, and The Hon. Lee Constantine

SEMINOLE COUNTY

MEMORANDUM

To: Jose Gomez, Department Director
Seminole County Development Services

From: Jessica Rossi, AICP, Senior Planner and Economist
Eliza Juliano, Project Manager
Kimley-Horn

Date: September 22, 2025

Subject: Density Bonus Review and LDC Recommendations

To assist Seminole County with determining appropriate density bonuses to achieve affordability goals, Kimley-Horn reviewed various resources for guidance on establishing the incentives and target income cohorts, as well as examples of policy approaches for flexible density implemented in other jurisdictions across Florida. This research informed Kimley-Horn's pro forma analysis for testing mixed-income development scenarios to estimate the number of additional units that would be required to offset the increase in affordable units. Ranges for density bonuses that would be most likely to attract developer interest in building projects that incorporate affordable units are also provided.

Implementing a density bonus to incentivize affordable housing requires careful consideration to ensure a balance between affordability for new developments and attractiveness for developers utilizing the bonuses. When determining which income levels to target with the density bonus and how to define the project eligibility requirements, Seminole County will need to consider market-specific factors, such as housing market strength and gaps, construction costs, and current zoning codes to define the objective for the policy and identify the most appropriate type of density bonus to achieve the objective.

It has been observed that few projects have moved forward under the County's prior affordable housing density bonus program, and that stronger incentives may be needed if the policies are to be effective at spurring the production of affordable housing. Recent updates to the comprehensive plan require the establishment of calculations for an affordable housing density bonus within the comprehensive plan as follows:

> **Policy FLU 4.2.2 Mixed-Use Developments (MXD) Land Use Designation (excerpt)**
>
> "A density bonus of up to 20 dwelling units per acre for the provision of housing affordable to low or very low-income households. The ratio of affordable units (by type) to bonus market-rate units shall be specified in the Land Development Code and adjusted no less than every five years based on market analysis."

The quantity of density bonuses are shown below in units per buildable acre (UPA). These bonuses are described within comprehensive plan Policy HSG 3.3 for the provision of units serving low and very low-income households:

Future Land Use District	Base Density	Bonus Density	Density with Bonus
LDR	4 UPA	3 UPA	7 UPA
MDR	10 UPA	2 UPA	12 UPA
HDR	20 UPA	2 UPA	22 UPA

The Seminole County Land Development Code (Sec. 2.3) defines Affordable Housing as follows:

> A dwelling unit occupied by a household of very low, low, or moderate-income, in which housing costs do not exceed thirty (30) percent of the household's gross income for an owner-occupant, and thirty-five (35) percent of gross income for a renter.
>
> - A very low income household earns fifty (50) percent or less of the area's median household income.
> - A low income household earns from fifty (50) to eighty (80) percent of the area's median income.
> - A moderate-income household earns from eighty (80) to one hundred twenty (120) percent of the area's median income.
>
> Housing costs include mortgage principal, interest, taxes, and insurance or, in the case of a renter, gross rent and utilities.

At this time, no changes to the Comprehensive Plan are being proposed. For the purpose of this update, the focus is on the consideration of the ratio of density bonus required to incentivize affordable housing, specifically for MXD. While this analysis is central to the update, additional data points are also provided to give a more complete picture of current housing conditions and to underscore why this matter is essential.

BEST PRACTICE RESEARCH

Income Requirements

Based on local housing gaps and the income cohorts most cost-burdened, specific market segment(s) must be identified to guide developers on the affordability range to be targeted in order to receive a density bonus. Density bonuses are typically created based on the Department of Housing and Urban Development (HUD) estimates for area median income (AMI). Generally, there are five commonly referred to categories for the AMI:

- Extremely Low-Income (30%) - households making thirty percent or less than thirty percent of the AMI

- Very Low-Income (50%) - households making fifty percent or less than fifty percent of the AMI
- Low-Income (60%) - households making sixty percent or less than sixty percent of the AMI
- Moderate-Income (80%) - households making eighty percent or less than eighty percent of the AMI
- Workforce-Income (120%) - households making 120 percent or less than 120 percent of the AMI

The “Workforce-Income” category is also sometimes broken down further or used as a range of income rather than a threshold. For example, Broward County defines workforce-income households as households that make less than 120 percent but more than 100 percent of the AMI, while households making more than 80 percent but less than 100 percent of the AMI are defined as “Moderate Workforce-Income”.

HUD defines a household to be cost-burdened when they spend more than thirty percent of their income on housing costs (e.g. rent or mortgage payments) and severely cost-burdened when they spend more than fifty percent of their income on housing costs. The Florida Housing Finance Corporation issues annual reports outlining income and rent limits based on median income in each county in Florida.

Income limits define the maximum income that a household can make annually to qualify for units deemed “affordable” under the criteria for that AMI category. The income thresholds for Seminole County are listed below based on the number of people living in the household.

Household Income Limits by Household Size, Seminole County, 2025

Source: Florida Housing Finance Corporation

AMI Category	1 Person	2 Person	3 Person	4 Person
30%	$22,140	$25,290	$28,470	$31,620
50%	$36,900	$42,150	$47,450	$52,700
60%	$44,280	$50,580	$56,940	$63,240
80%	$59,040	$67,440	$75,920	$84,320
120%	$88,560	$101,160	$113,880	$126,480

Rent limits are established to determine the thresholds to prevent households from becoming cost-burdened (spending more than 30% of their income on housing costs). The table below overviews the rent limits for Seminole County. These limits correspond to the household income limits established by the number of people in the household that were previously summarized.

Rent Limits by Floorplan Size, Seminole County, 2025

Source: Florida Housing Data Clearinghouse

AMI Category	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
30%	$553	$592	$711	$822	$917
50%	$922	$988	$1,186	$1,370	$1,528
60%	$1,107	$1,185	$1,423	$1,644	$1,834
80%	$1,476	$1,581	$1,898	$2,193	$2,446
120%	$2,214	$2,371	$2,847	$3,289	$3,669

Quick Facts (as of June 2025)

- Rental Housing: The average rent across all unit types and household sizes was $1,720 (CoStar).
- Homeownership: The average sales price in Seminole County was $444,250.

Average mortgage rates are not available as they are highly variable based on individual circumstances. Bankrate.com estimates a typical monthly payment for a sale price of $444,250 (including property taxes and homeowner's insurance) as $2,576 based on current interest rates and a 20% down payment. This exceeds the affordable rent limits listed above for all categories under 120% of average median income. This may underestimate the challenges facing low income buyers who are less likely to have a substantial down payment and may face higher interest rates, resulting in higher monthly payments.

Cost-Burden by Income

The table below provides a snapshot of housing cost burden among households in unincorporated Seminole County, broken down by income level as a share of the Area Median Income (AMI), and grouping them into three categories of housing cost burden: <30% (Not Burdened), 30.1%-50% (Cost Burdened) or >50% (Severely Cost Burdened). The table shows both the number and share of households impacted across income groups, illustrating the depth and concentration of affordability challenges in the county.

All Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			# HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**> 30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	5,669	6.5%	**19.6%**	587	450	4,632	**5,082**	10.4%	7.9%	81.7%	**89.6%**
30.01-50% AMI Very Low	7,994	9.1%	**24.5%**	1,646	1,964	4,384	**6,348**	20.6%	24.6%	54.8%	**79.4%**
50.01-80% AMI Low to Moderate	13,029	14.9%	**32.3%**	4,683	6,086	2,260	**8,346**	35.9%	46.7%	17.3%	**64.1%**
80.01-100% AMI Workforce	7,988	9.1%	**11.3%**	5,071	2,568	349	**2,917**	63.5%	32.1%	4.4%	**36.5%**
> 100% AMI Workforce+	52,811	60.4%	**12.3%**	49,635	2,816	360	**3,176**	94.0%	5.3%	0.7%	**6.0%**
Totals	87,491	100%	**100%**	61,622	13,884	11,985	**25,869**	70.4%	15.9%	13.7%	**29.6%**

Key Takeaways

- High burden at lowest incomes: Nearly 90% of extremely low-income households (≤30% of AMI) are cost burdened, with over 80% severely burdened.
- Low-income stress: About 4 in 5 very low-income households (30–50% of AMI) face cost burdens. Among low and moderate-income households (50–80% of AMI), nearly two-thirds (64%) are affected. While these income categories represent only 24% of the population, they represent more than half (56.8%) of cost-burdened households.
- Above-average income households less impacted: Only 6% of households above 100% AMI are cost burdened, showing the problem is concentrated among lower- and moderate-income residents.
- Concentration of burden: Households below 80% of AMI account for more than three-quarters of all cost-burdened households in unincorporated Seminole County.

Owner vs. Renter Households by Income Groups, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

Household (HH) Income	**Total HH**	**Owner**	**%**	**Renter**	**%**
≤ 30% AMI	5,669	2,702	47.7%	2,967	52.3%
30.01-50% AMI	7,994	4,312	53.9%	3,682	46.1%
50.01-80% AMI	13,029	7,622	58.5%	5,407	41.5%
80.01-100% AMI	7,988	5,266	65.9%	2,722	34.1%
> 100% AMI	52,811	41,676	78.9%	11,135	21.1%
Grand Total	87,491	61,578	70.4%	25,913	29.6%

The overall analysis demonstrates that nearly one-third of all households in unincorporated Seminole County are cost-burdened. A further breakdown by tenure, comparing owner households and renter households, provides details on the share of households experiencing cost burden and the extent of that burden by tenure.

Owner Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			# HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	2,702	4.4%	17.6%	353	381	1,968	2,349	13.1%	14.1%	72.8%	86.9%
30.01-50% AMI Very Low	4,312	7.0%	22.2%	1,338	1,054	1,920	2,974	31.0%	24.4%	44.5%	69.0%
50.01-80% AMI Low to Moderate	7,622	12.4%	29.1%	3,735	2,757	1,130	3,887	49.0%	36.2%	14.8%	51.0%
80.01-100% AMI Workforce	5,266	8.6%	12.5%	3,589	1,470	207	1,677	68.2%	27.9%	3.9%	31.8%
> 100% AMI Workforce+	41,676	67.7%	18.6%	39,183	2,161	332	2,493	94.0%	5.2%	0.8%	6.0%
Totals	61,578	100%	21.7%	48,198	7,823	5,557	13,380	78.3%	12.7%	9.02%	21.7%

Key Takeaways

- About 22% (13,380 of 61,578) of owners are cost-burdened.
- A high proportion of Seminole County households are owners (70%) with a majority of households owning their home in every income band except extremely low-income (≤30% of AMI).
- The majority of owner households at 80% of AMI or lower are cost-burdened with increased cost burden in lower income bands.
- Only 6% of owner households above the average median income (AMI) are cost-burdened.

Renter Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			#HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	2,967	11.4%	21.9%	234	69	2,664	2,733	7.9%	2.3%	89.8%	92.1%
30.01-50% AMI Very Low	3,682	14.2%	27.0%	308	910	2,464	3,374	8.4%	24.7%	66.9%	91.6%
50.01-80% AMI Low to Moderate	5,407	20.9%	35.7%	948	3,329	1,130	4,459	17.5%	61.6%	20.9%	82.5%
80.01-100% AMI Workforce	2,722	10.5%	9.9%	1,482	1,098	142	1,240	54.4%	40.3%	5.2%	45.6%
> 100% AMI Workforce+	11,135	43.0%	5.5%	10,452	655	28	683	93.9%	5.9%	0.3%	6.1%
Totals	25,913	100%	100%	13,424	6,061	6,428	12,489	51.8%	23.4%	24.8%	48.2%

Key Takeaways

- Nearly 48% (12,489 of 25,913) of renter households are cost-burdened, more than double the share of owners.
- A majority of households under 80% of AMI are cost-burdened, whether they own or rent, but a higher proportion of renters are cost-burdened than owners.
- Only 6% of renter households above 100% AMI are cost-burdened, similar to owners.

Project Eligibility

In addition to identifying the AMI categories to target, the County must also determine how the density bonus will be awarded and implemented. There are a variety of policy approaches that have been utilized, with some jurisdictions adopting specific eligibility requirements for projects seeking to benefit from flexible density. The density bonus incentive can be tailored based on the overarching goals for the policy intervention – where to incentivize development, what type of housing product, and which income cohorts will be served.

"Case by Case" Approach

Broader language within the code outlining density bonuses can allow for a "case-by-case" awarding of density bonuses, where the specifics of the bonus can be tailored to site conditions and feasibility. This approach provides greater control over development decisions for communities, although it comes at the cost of increased staff administration costs and reduced transparency in the development process that can deter potential investment.

Policy Examples

Pinellas County, Florida: Land development code outlines in Section 138-3211 that density bonuses "may be granted in accordance with the comprehensive plan and when it is demonstrated that the

development will be compatible with the surrounding neighborhood in terms of scale and building character".

Saint Lucie County, Florida: Policy 11.1.3.1 (County Incentives) states, "For projects that conform to the TVC Land Development Regulations and, additionally, provide affordable housing, workforce housing, or propose mixed-use development, the County may offer incentives such as, but not limited to, expedited permit review or density bonuses as established by the County Commission.

Standardized Approach

To provide a more defined and uniform approach to project eligibility requirements, more specific language can be used to clearly define the density bonus and factors that can increase or decrease the bonus granted based on specific characteristics of the development. This standardizes the process and reduces the uncertainty for developers. Bonuses can be awarded as simple, blanket increases for all projects which meet eligibility. Alternatively, they can be designed to provide further incentives for developments which meet additional criteria, such as transit proximity if aiming to increase affordable housing options near transit, or a sliding scale based on density, with greater density projects receiving larger bonuses in additional units per acre allowed.

To determine how many units must be developed within the affordability range, a density bonus must be identified. This can be in the form of a single threshold or multiple thresholds may be offered at different affordability levels. Nationally, the percentage of affordable units required typically ranges between 5-35%, with 10-25% being the most common.

An example of a single threshold eligibility requirement could be:

- At least 20% of units within a development must remain affordable to low-income households for a period of 20 years.

An example of using multiple thresholds for eligibility could be:

- At least 20% of units within a development must remain affordable to low-income households **OR** at least 10% of units within a development must remain affordable to very low-income households.

Multiple thresholds can be helpful by providing a "menu" of options that developers can select from based on what is most economical for them. However, having multiple thresholds can lead to higher administrative costs due to increased review time for staff.

Thresholds do not have to be percentage-based; they can be offered on a per-unit basis. In the case of Broward County, multiple thresholds are employed, and the additional total units granted for each affordable unit provided increase on a sliding scale, with greater density allowed for lower-income AMI categories. An example of this is:

- One (1) bonus "market rate" unit per every one (1) "workforce- income" unit
- Three (3) bonus "market rate" units per every one (1) "moderate workforce" unit

- Five (5) bonus “market rate” units per every one (1) “low-income” unit

Policy Examples for Blanket Increases

- *Volusia County:* Policy 5.1.6.2. outlines a flat 10% density increase for all developments which meet very low or low-income affordability requirements.
- *Collier County:* Land Development Code Section 2.06 outlines an increase from four units per acre to sixteen units per acre for developments that include provisions for affordable housing.

As previously mentioned, eligibility for density bonuses can also be tied to other characteristics of development and can be written to include or exclude other types of development based on what is appropriate for the area. This allows for maximum tailoring of the flexibility in density to specifically target the bonuses based on the type of development that is desired to be achieved by the bonus. Examples of these factors include:

- Tenure type – does the density bonus include both rental and for-sale properties?
- Construction type – does the density bonus apply only to new construction, or to redevelopment/rehabilitation as well? Are recognized sustainable building practices incentivized?
- Product type – does the density bonus apply to both single-family and multi-family housing? Is it tied to a specific zoning district or applicable throughout all zoning districts?
- Size limitations – does the density bonus apply to developments of all sizes? Is it capped at a specific number of units or acreage?
- Location – is the project located in a specific area or proximity to public infrastructure that is prioritized for expanding affordable housing options? Is it located in an area where housing development is discouraged, such as environmental protection or airport overlay districts?

Policy Example for Incentive-Based Increases

- *Santa Rosa County:* To incentivize additional workforce housing development, density bonuses scale upwards as the intensity of the zoning district for proposed development increases. This is outlined in the table below. The density bonus is not applicable in the Garcon Point Protection Area, the Bagdad Historic District Overlay, Category 3 Storm Surge Boundaries, and select Rural Areas.

Future Land Use Category	Maximum Dwelling Units Without Density Bonus	Maximum Dwelling Within Workforce Housing Density Bonus	Proposed Zoning District	Housing Uses
*Agriculture	1 unit per acre	3 units per acre	R1 (Single Family Residential)	Single-family Homes
*Single Family Residential	4 units per acre	10 units per acre	R2 (Medium Density Residential)	Single-family Homes, Multi-family Housing
*Medium Density Residential	10 units per acre	18 units per acre	R3 (Medium High Density Residential)	Single-family Homes, Multi-family Housing

- *City of Oviedo*: The City updated their density and intensity bonus for public benefit policy (Section 4.14) in 2024. For projects that meet multiple requirements for density and intensity bonuses, they may receive a combination of the bonuses, without exceeding maximum thresholds set in the Comprehensive Plan. Other public benefits incentivized besides affordable/workforce housing include green buildings, space that contributes to the public realm, preservation of historic structures, among others.

  The requirements and bonuses for affordable and workforce housing development include:

  (a) For each workforce/moderate-income housing unit (80-120% AMI)
  - i. One half (0.5) of a bonus unit
  - ii. Two thousand five hundred (2,500) square feet

  (b) For each low-income housing unit (50-80% AMI)
  - i. Four (4) bonus units
  - ii. Five thousand (5,000) square feet

  (c) For each very low-income housing unit (<50% AMI)
  - i. Six (6) bonus units
  - ii. Five thousand (5,000) square feet

  (d) In select zoning districts (Marketplace, Gateway West Core, Downtown Core, Downtown Transition, and West Mitchell Hammock Corridor), the residential density bonuses described in (a) through (c) are doubled.

Alternative Approaches

In some cases, a density bonus ordinance may give developers the option to pay an “in-lieu” fee to receive the density bonus. The purpose of this fee is to generate revenue which can go directly to affordable housing programs, such as local housing trust funds, community land trusts, and other inclusionary zoning programs.

Establishing Restrictive Covenants

To assure units within a proposed development remain affordable, restrictive covenants should be established as a part of the creation of a density bonus agreement. The most common way to do this is through deed restrictions, which bind development to a set period where units must remain within the affordability limit. This is typically either 20 or 30 years.

SAMPLE PROJECT PROFORMA ANALYSIS

As part of this task, Kimley-Horn used a hypothetical sample project to test the impact of density bonuses on a rental multifamily project in Seminole County. Pro forma inputs like market-rate rent assumptions were derived from the Density Financials memorandum prepared by Kimley-Horn as part of an earlier phase of work supporting the Land Development Code. Base assumptions are described as part of each test case, with the only variable being the targeted income level that the incentives are trying to achieve. It should be noted that the densities required to make the inclusion of affordable units financially viable will vary on a case-by-case basis, which is driving many jurisdictions to review the impacts individually as described above.

Market-Rate Sample Project Base Assumptions

A sample market-rate multifamily project includes the assumptions in the following table. This project is used as the base case for comparison against the three scenarios that include different levels of affordable units. The 300-unit project is assumed to have a unit mix of 40% one-bedroom units, 50% two-bedroom units, and 10% three-bedrooms. In the base assessment, all the units are assumed to be market-rate, resulting in an average monthly rent of $1,950, or $2.12 per square foot.

Market-Rate Project Assumptions, 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	120	40.0%	725	$1,800	$2.48
2 Bedroom	150	50.0%	1,000	$2,000	$2.00
3 Bedroom	30	10.0%	1,300	$2,300	$1.77
Total/Avg.	300	100.0%	920	$1,950	$2.12

For this planning-level analysis, the costs of operating expenses per unit were held constant across the three sample projects, as well as the assumptions shown to the right. In the market-rate base case, the initial yield is estimated at 7.3%. Initial yield is defined as the net operating income divided by the total

Pro Forma Assumptions

Land Cost:	$80,000/acre
Building Efficiency:	85%
Absorption Pace:	12 units/month
Stabilized Occupancy:	7%
Loan to Cost Ratio:	75%
Construction Loan:	6%
Inflation:	2025 constant $

development cost. A 7% yield is a widely adopted investment performance threshold in the multi-family industry.

Ultimately, the project is assumed to be sold after five years at a capitalization rate of 8.0%. Capitalization rates are the ratio between the annual net operating income produced by an asset and its current market value. Construction costs, which have increased significantly in recent years, are projected based on product type and summarized in the next section.

Based on the outlined pro forma assumptions and a density of 13 units per acre, a 7.3% yield is achieved for the base market-rate scenario at $1,950 per month, or $2.12 per square foot. The total project cost for the test site is estimated at $62.3 million. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $4.5 million. This equates to an initial yield of 7.30%.

Market-Rate: Financial Summary

Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$4,550,656	
Initial Yield (Overall)	7.30%	

Sample Project #1: 10% Moderate-income (80% AMI)

Under the first sample project, 10% of the units are reserved for residents earning 80% AMI, $59,040 for a single-person household. This would restrict rents on these units to between $1,476 for a studio unit to $2,193 for a three-bedroom. As previously noted, the pro forma analysis focuses on a multifamily rental development. This approach will provide an apples-to-apples comparison of the impact of including affordable units as multifamily revenue and expenditure streams are well-documented. Most assumptions are held constant across each sample project to clearly demonstrate the impact of including the affordable units and the incentive that increased density could provide.

As shown below, the first sample project includes 10% of the units at 80% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,935, or $2.10 per month. The average monthly rent is 1% lower than the market-rate base case.

Project Assumptions, Sample Project #1 (80% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	18.8%	725	$1,800	$2.48
1 Bedroom AFF	12	2.1%	725	$1,581	$2.18
2 Bedroom	135	23.4%	1,000	$2,000	$2.00
2 Bedroom AFF	15	2.6%	1,000	$1,898	$1.90
3 Bedroom	27	4.7%	1,300	$2,300	$1.77
3 Bedroom AFF	3	0.5%	1,300	$2,193	$1.69
Total/Avg.	300	52.1%	920	$1,935	$2.10

With no density incentive, including 10% of units at an AMI of 80% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 80% AMI results in a lower 6.29% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #1: Financial Summary (No Incentive)		
Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	6.29%	

As shown below, increasing the density allowance to 18 units/acre provides enough units to offset the inclusion the 10% affordable units at 80% AMI. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics, which inlclude elevated interest rates and above historical average construction costs.

Sample #1: Financial Summary (Density Incentive)		
Density	18 units/acre	
Equity Investment	$20,461,020	25.0%
Loan Amount	$61,383,060	75.0%
Total Project Cost	**$81,844,080**	
NOI – Year 1	$6,003,093	
Initial Yield (Overall)	7.33%	

Sample Project #2: 10% Low-income (50% AMI)

The second sample project focuses on including 10% of the units at a lower 50% AMI. A single-person household at 50% AMI earns $36,900 per year based on regional standards. This would restrict rents on these units to between $922 for a studio unit to $1,370 for a three-bedroom.

As shown below, the first sample project includes 10% of the units at 50% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,868, or $2.03 per month.

Project Assumptions, Sample Project #2 (50% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	36.0%	725	$1,800	$2.48
1 Bedroom AFF	12	4.0%	725	$988	$1.36
2 Bedroom	135	45.0%	1,000	$2,000	$2.00
2 Bedroom AFF	15	5.0%	1,000	$1,186	$1.19
3 Bedroom	27	9.0%	1,300	$2,300	$1.77
3 Bedroom AFF	3	1.0%	1,300	$1,370	$1.05
Total/Avg.	300	100.0%	920	$1,868	$2.03

With no density incentive, including 10% of units at an AMI of 50% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 50% AMI results in a lower 5.89% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #2: Financial Summary (No Incentive)

Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	5.89%	

As shown below, increasing the density allowance to 27 units/acre provides enough units to offset the inclusion the 10% affordable units. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics.

Sample #2: Financial Summary (Density Incentive)

Density	27 units/acre	
Equity Investment	$28,994,770	25.0%
Loan Amount	$86,984,331	75.0%
Total Project Cost	**$115,979,081**	
NOI – Year 1	$8,349,911	
Initial Yield (Overall)	7.21%	

Sample Project #3: 10% Very-low-income (30% AMI)

The third sample project focuses on including 10% of the units at 30% AMI. A single-person household at 60% AMI earns $22,140 per year based on regional standards. This would restrict rents on these units to between $533 for a studio unit to $822 for a three-bedroom.

As shown below, the first sample project includes 10% of the units at 30% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,823, or $1.98 per month.

Project Assumptions, Sample Project #3 (30% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	36.0%	725	$1,800	$2.48
1 Bedroom AFF	12	4.0%	725	$592	$0.82
2 Bedroom	135	45.0%	1,000	$2,000	$2.00
2 Bedroom AFF	15	5.0%	1,000	$711	$0.71
3 Bedroom	27	9.0%	1,300	$2,300	$1.77
3 Bedroom AFF	3	1.0%	1,300	$917	$0.71
Total/Avg.	300	100.0%	920	$1,823	$1.98

With no density incentive, including 10% of units at an AMI of 30% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 30% AMI results in a lower 5.18% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #3: Financial Summary (No Incentive)

Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	5.18%	

As shown below, increasing the density allowance to 30 units/acre provides enough units to offset the inclusion the 10% affordable units. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics.

Sample #3: Financial Summary (Density Incentive)

Density	30 units/acre	
Equity Investment	$35,090,306	25.0%
Loan Amount	$105,270,919	75.0%
Total Project Cost	**$140,361,225**	
NOI – Year 1	$9,661,836	
Initial Yield (Overall)	7.13%	

Sample Project Density Bonus Summary

The following table summarizes the findings of the sample test cases on a rental multifamily property. These findings provide guidance on the general level of incentives that would be needed to increase project densities enough to support attainable housing goals. These findings are specific to rental multi-family housing as a way to make an apples-to-apples comparison across a variety of affordability assumptions. More specific analyses of product types and zoning densities should regularly be assessed to confirm relevance and feasibility as market conditions change.

Summary of Pro Forma Testing Results for Density Incentives, 2025

Source: Kimley-Horn

Test Scenario	Share Market Rate	Share 80% AMI	Share 50% AMI	Share 30% AMI	Assumed Units	Assumed Density	Yield	Feasible?
Base	100%	0%	0%	0%	300	13 DUA	7.30%	Y
Sample 1 (No Incentive)	90%	10%	0%	0%	300	13 DUA	6.29%	N
Sample 1 (Incentive)	90%	10%	0%	0%	400	18 DUA	7.33%	Y
Sample 2 (No Incentive)	90%	0%	10%	0%	300	13 DUA	6.01%	N
Sample 2 (Incentive)	90%	0%	10%	0%	620	27 DUA	7.21%	Y
Sample 3 (No Incentive)	90%	0%	0%	10%	300	13 DUA	5.18%	N
Sample 3 (Incentive)	90%	0%	0%	10%	700	30 DUA	7.13%	Y

RECOMMENDATIONS

The primary purpose of this effort is to establish the density bonus for the provision of affordable housing in the MXD future land use as required by recent updates to Policy FLU 4.2.2.

The Land Development Code currently includes Sec. 30.9.7: Alternative Density Option for Affordable Housing, abbreviated (ADO). It is recommended that the MXD bonus material be added to this section of the Code, which also includes standards for approval of ADO projects and requires the preparation of an affordability agreement.

Recommended Ratios for Affordable Housing in MXD

Ratios of affordable housing to bonus units were calculated based on the Pro Forma Testing Results as follows:

-	Total Units	Bonus Units	Market Rate Units	Affordable Units	Bonus Units per Affordable Unit
Market Rate	300	0	300	0	n/a
10% of Units at:	-	-	-	-	-
Low Income: 80% AMI	400	100	360	40	2.5
Very Low Income: 50% AMI	620	320	558	62	5.2
30% AMI	700	400	630	70	5.7

Because the affordable units are included in the bonus units, a ratio of 2 would mean that one bonus market-rate unit is created for each bonus affordable unit. Higher ratios indicate that more than one bonus market rate unit is created for every affordable unit. The ratios in the table above labeled "Bonus Units per Affordable Unit (Calculated)" estimates the minimum ratio required for the provision of affordable units by the private market without direct financial subsidies based on the Pro Forma Testing Results.

The "Bonus units per affordable rental unit" in the table below are based on the calculated ratios from the "Pro Forma Testing Results" rounded up to the nearest 0.5 units for ease of implementation. In order to provide additional incentives for the provision of ownership units, an enhanced bonus is recommended for ownership units.

As a result of this analysis, the following ratios are recommended for MXD.

Unit Type	Bonus units per affordable rental unit	Bonus units per affordable ownership unit	Maximum Total Bonus
Low-income (<80%)	2.5	4	20 DU/acre
Very-low-income (<50%)	5.5	7	

The base density for MXD varies depending on factors described in the comprehensive plan and ranges from 30 units per acre to 60 units per acre. This method could result in the following distribution of affordable units in MXD:

Bonus Density: 20 Units per Acre	Bonus units per affordable unit	Affordable units as a % of bonus	Approx. affordable units as % of project
Density with Bonus: 50 UPA	-	-	-
Low-income Rental	2.5	40%	16.0%
Low-income Ownership	4	25%	10.0%
Very-low-income Rental	5.5	18%	7.3%
Very-low-income Ownership	7	14%	5.7%
Density with Bonus: 80 UPA	-	-	-
Low-income Rental	2.5	40%	10.0%
Low-income Ownership	4	25%	6.3%
Very-low-income Rental	5.5	18%	4.5%
Very-low-income Ownership	7	14%	3.6%

Increasing the incentive ratio for an outcome, such as very low-income units or ownership units, increases the likelihood of provision of such units but decreases the number of units provided as a percentage of any given project. This could still increase the number of affordable units created in any given category in comparison to an incentive that theoretically produces a higher percentage of units per project, but results in fewer projects creating units of the desired type.

Comparison of Calculation Methods

Ratios of affordable housing to bonus units can be expressed as a multiplier ratio, e.g., 2.5 bonus units per affordable unit. They can also be expressed as a percentage. If 2.5 bonus units are provided per affordable unit, then 40% of the bonus units are affordable. The benefit of using a ratio rather than a percentage is that it is easier to mix unit types if applicants are expected to mix low-income and very low-income units. Applicants could also mix rental and ownership units, though this is less likely in practice. The use of a percentage may be easier for applicants to interpret or may be appropriate where there are no separate ratios for low-income and very low-income units.

If the percentage approach is selected in some or all cases, the use of a percentage of bonus units, rather than a percentage of the total project, ensures that the number of required affordable units does not exceed the number of bonus units.

Methodology Applied to LDR, MDR, and HDR

While the focus of this effort is MXD, the ADO currently addresses affordable housing within LDR, MDR, and HDR. This section applies to properties assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications.

The comprehensive plan establishes maximum bonus densities for LDR, MDR, and HDR as shown below. The percentages of the bonus are calculated. MXD is also shown for comparison.

Future Land Use District	Base Density	Density with Bonus	Bonus as % of base density	Bonus as % of max. density
LDR	4 UPA	7 UPA	75%	43%
MDR	10 UPA	12 UPA	20%	17%
HDR	20 UPA	22 UPA	10%	9%
MXD (opt. 1)	30 UPA	50 UPA	67%	40%
MXD (opt. 2)	60 UPA	80 UPA	33%	25%

The ADO establishes density bonuses as shown in the table below based on affordable units as a percentage of the total project. These bonuses correspond to the available bonus range for LDR. The effective ratio of affordable to bonus units has been calculated to provide a basis of comparison with the recommendations for MXD. For the calculation, it is assumed that an applicant will select the minimum required affordable units:

Percentage of Low-income or Very-low-income Housing Units (minimum)	Maximum Dwelling Units (DUS) Per Buildable Acre	Ratio of Bonus Units to Affordable Units (Calculated)
10 to 15 percent	5 DUS/acre	2
15 to 20 percent	6 DUS/acre	2.2
20 to 30 percent	7 DUS/acre	2.1

The incentives in the current code may be too low to incentivize the creation of affordable units as the ratio in each case is less than 2.5, which was the ratio established for low income units in the Pro Forma Analysis. This conclusion is supported by the lack of applicants seeking to use this incentive bonus. This category has the highest likelihood of creating ownership units, which the Board of County Commissioners indicated as desirable, and which would support providing a higher bonus.

While the ADO appears includes zoning districts that corresponds to MDR and HDR, the standards for development flexibility and the calculations do not appear to address MDR and HDR. If a 10% requirement for affordable housing units were applied to the HDR bonus (currently the minimum for LDR), this would result in a negative ratio of 0.9, meaning that an applicant would lose 1 market rate unit for every 11 affordable units created.

If the ratios developed for MXD were applied to LDR, MDR, and HDR, the following would apply:

-	Bonus units per affordable unit	Affordable units as a % of bonus	Approx. affordable units as % of project
LDR: 7 UPA (3 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	17.1%
Low-income Ownership	4	25%	10.7%
Very Low-income Rental	5.5	18%	7.8%
Very Low-income Ownership	7	14%	6.1%
MDR: 12 UPA (2 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	6.7%
Low-income Ownership	4	25%	4.2%
Very Low-income Rental	5.5	18%	3.0%
Very Low-income Ownership	7	14%	2.4%
HDR: 22 UPA (2 UPA bonus)	-	-	-
Low-income Rental	2.5	40%	3.6%
Low-income Ownership	4	25%	2.3%
Very Low-income Rental	5.5	18%	1.7%
Very Low-income Ownership	7	14%	1.3%

Recommended Bonuses for LDR, MDR, and HDR

As a result of the analysis above, the bonuses shown below are recommended for LDR, MDR, and HDR.

The same ratios are proposed for LDR as for MXD. Because the proportion of the bonus to base density (67% for MXD low, 75% for LDR) is in a similar range, the resulting yield of affordable units as a percentage of the project is similar. This results in a base bonus slightly higher than the existing bonus, with stronger incentives for ownership units and units serving very low-income households.

Because the ratios proposed for MXD would result in projects with less than 5% affordable units for all projects in HDR and most categories in MDR, as constrained by the maximum bonuses in the comprehensive plan, a lower ratio is proposed, and no additional categories are proposed for very-low-income units. This lower ratio could decrease the desirability of this incentive for applicants; however, the value of projects with well under 5% affordable units may not be worth the management burden of reviewing and monitoring. During a future comprehensive plan update, it may be advised to consider higher bonus densities in these categories if there is a desire for the provision of more affordable units as a percentage of total project units.

-	Bonus units per affordable unit	Affordable units as a % of bonus units	Estimated affordable units as a percentage of project (informational only)
LDR: 7 UPA (3 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	17.1%
Low-income Ownership	4	25%	10.7%
Very Low-income Rental	5.5	18%	7.8%
Very Low-income Ownership	7	14%	6.1%
MDR: 12 UPA (2 UPA Bonus)	-	-	-
Low-income Rental	2	50%	8.3%
Low-income Ownership	3	33%	5.6%
HDR: 22 UPA (2 UPA bonus)	-	-	-
Low-income	2	50%	4.5%

LDR Alternative Option:

If there is a desire to maintain the percentage of the project as the basis of the bonus density for LDR, the below percentages would result in a bonus to affordable unit ratio of 2.9-3.0, meaning approximately 33-35% of bonus units would be affordable. If desires, the existing percentages (ratio 2.0-2.2) could be maintained for rental units, and a new ratio could be applied only to ownership units.

Percentage of Low-income or Very-low-income Housing Units (minimum)	Maximum Dwelling Units (DUS) Per Buildable Acre
7 percent	5 DUS/acre
12 percent	6 DUS/acre
15 percent	7 DUS/acre

Design and Dimensional Standards

The ADO section currently lists specific zoning districts: R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2,R-3, R-3A, and R-4. The list does not include R-AH (Affordable Housing). It also does not include MM (Missing Middle) or MUCD (Mixed Use Corridor District), which are more recently created special zones. It is recommended that the ADO be available for all zones where residential is permitted and not limited to a specific list of zones.

The ADO currently provides specific variations from dimensional standards and other development standards specific to affordable housing projects. These variations are applicable primarily to single-family development and, in some cases, include standards that are more restrictive than more recently updated standards for market-rate housing. Seminole County is currently considering a set of alternative standards for LDR that could provide flexibility for both market-rate and ADO projects. It is recommended that the dimensional and site design standards be removed from this section, as they are adequately addressed by other existing or pending zones and standards.

RESOURCES

Florida Housing Coalition
https://www.flhousing.org/wp-content/uploads/2012/03/AHAC-Guidebook-2017.pdf

Local Housing Solutions
https://localhousingsolutions.org/housing-policy-library/density-bonuses/

Inclusionary Housing
https://inclusionaryhousing.org/designing-a-policy/land-dedication-incentives/density-bonus/

University of Wisconsin-Stevens Point
https://www.uwsp.edu/wp-content/uploads/2024/04/densitybonus.pdf

American Planning Association (APA)
https://planning-org-uploaded-media.s3.amazonaws.com/publication/download_pdf/PAS-Report-556.pdf

POLICY EXAMPLES

Broward County
https://www.broward.org/PlanningCouncil/Documents/AdministrativeRules/adrulart8.pdf

Collier County
https://library.municode.com/fl/collier_county/codes/land_development_code?nodeId=CH2ZODIUS_2.06.00AFHODEBO

Hillsborough County
https://www.benesch.com/wp-content/uploads/2024/07/benesch-hillsborough-county-florida-affordable-housing-density-bonus-study.pdf

Indian River County
https://library.municode.com/fl/indian_river_county/codes/code_of_ordinances?nodeId=COORCOINRIFL_TITIXLADERE_CH911ZO_S911.14PLDEDI

Orange County
https://www.orangecountyfl.net/Portals/0/Library/Development-Planning/docs/Vision2050/Chapter%202%20-%20Draft%202022-07-20.pdf

Pasco County
https://cms1files.revize.com/pasco/Documents/Services/Community%20Development/Programs/2021%20Affordable%20Housing%20Advisory%20Committee%20Report%20to%20the%20Board%20of%20County%20Commissioners%20(AHAC).pdf

Pinellas County
https://pinellas.gov/affordable-housing-incentives/

Polk County
https://www.polk-county.net/wp-content/uploads/2023/07/annual-polk-affordable-housing-incentives-implementation-report-nov-16-2021.pdf

Saint Lucie County
https://documents.stlucieco.gov/WebLink/PDF10/5e23b219-4fe9-4d4a-bd43-96a61f8c017a/3162850

Santa Rosa County
https://www.santarosa.fl.gov/DocumentCenter/View/561/Density-Bonus-Information-PDF

Volusia County
https://www.volusia.org/core/fileparse.php/6521/urlt/Ordinance_2023_Affordable_Housing_AHAC.pdf

City of Oviedo
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lowndes-law.com/assets/htmldocuments/Ord1752%20Ex1%20LDC%20Final%20Draft.pdf

City of Orlando
https://library.municode.com/fl/orlando/codes/code_of_ordinances/396378?nodeId=TITIICICO_CH58ZODIUS_PT6DEINBO

City of Okeechobee
https://www.cityofokeechobee.com/images/uploads/pages/cc-agenda-07-06-21-ex-1.pdf

City of Tallahassee
https://www.talgov.com/Uploads/Public/Documents/growth/afford_ord.pdf

Topic: Land Development Code Amendments

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed amendments to the LDC include updates in the following categories:
- Housing needs
- Application & variance trends
- Updates required by the Comprehensive Plan
- Streamlining of processes
- General updates to references and clarification
- Compliance with state regulations

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**

There are no expected direct or indirect economic impacts to property owners or taxpayers due to implementing this ordinance. The proposed ordinance may decrease quantity of applications submitted to the County, such as variance, special exception, and building permit applications. Although less application fees may be generated, it is expected to be a nominal amount. The cost of staff time saved in reviewing and processing these applications may exceed the cost of the application fees.

Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):**

- **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.**
- **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

Does not apply.

Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

Does not apply.

SEMINOLE COUNTY, FLORIDA

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

Meeting Minutes - Final

Wednesday, May 6, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Tim Smith, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Absent Richard Jerman

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Interim Development Services Director; Dagmarie Segarra, Deputy Development Services Director; Kate Latorre, County Attorney, Jim Potter, Development Review Engineering Manager; Joy Giles, Planning & Development Manager; Annie Sillaway, Principal Planner; Kaitlyn Apgar, Senior Planner; and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the Proofs of Publication. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

Approval of Minutes

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the April 1, 2026 P&Z Minutes, as submitted. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

NEW BUSINESS

Public Hearing Items:

1. Land Development Code Amendment - Continued from the April 1, 2026 P&Z Meeting - Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide (Maya Athanas, Principal Planner)

   Dagmarie Segarra, Deputy Development Services Director - presented this item as stated in the Staff report. She further stated that this item was continued from the April

1, 2026 to today. Nothing has changed since the initial presentation that staff provided on April 1. A few of the P&Z Board members were separately briefed on the details of the LDC Amendments prior to the meeting. Staff can present the item as done in April, proceed with a question and answer format, or anything specific way the Board would like to proceed. There was proposed language to be stricken from the R-3 designation regarding density and Staff is considering to keep that language in the Land Development Code in the meantime, prior to the BCC meeting. Therefore, the density language in the R-3 section of the LDC will remain as is.

No questions from the Board were presented.

No one from the audience spoke in favor or in opposition to the request.

The Chairman mentioned that a written comment was received by Dave Axel, of Oviedo, which she read for the record, regarding the preclusion of gating in the Missing Middle and Alternative Design Standards sections of the proposed LDC Amendments. His concerns are that there are times when it is impractical or impossible to get connectivity, so gating should not be prohibitive. Chairman Lawhun asked Staff why we are we strictly prohibiting gating in these two sections. Dagmarie Segarra responded that the Missing Middle zoning designation is to incentivize and provide the Missing Middle typology that is missing in Seminole County. One of the struggles is with infill areas in the County. The main reason why Staff is recommending that it not be gated is to allow for flexibility of housing types and accessibility through the community, if they can connect to existing subdivisions. The Land Development Code already has a provision which would allow the Development Services Director to make a determination in cases where there are wetlands, lack of connectivity, or where it is not feasible to make that determination of waiving the requirement. It is not a good Planning practice, however they understand certain situations where gated communities are more appropriate, but for these specific types, it is not encouraging the purpose and intent of the (MM) zoning.

Chairman Lawhun asked if she is suggesting that the example brought forth by Mr. Axel, which is the northeast corner of Celery Avenue and Cameron, which has wetlands on once side and a gated subdivision on another, and in that case Staff would be able to make a determination that a gated community could be put there. Ms. Segarra responded it would be a case-by-case situation. Chairman Lawhun asked then, why we can't put language in the Land Development Code that it will be decided on a case-by-case basis. Ms. Segarra responded that it is not good Planning practice and not conducive to the intent of that (MM) zoning district. Chairman Lawhun stated that she thinks he made some good points and wanted to make sure it was on the record. Staff requests approval of this request.

Motion by Commissioner Lourdes Aguirre, seconded by Commissioner Brandy Ioppolo, to approve and refer the Land Development Code Amendments to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

2. Slavia Station PD Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the subject property had previously secured approval of PD zoning entitlements and a Planned Development Future Land Use, approved on August 14, 2007. In accordance with Seminole County Land Development Code, the required Final Development Plan was not submitted within five (5) years and substantial development had not occurred within eight (8) years after approval. As a result, the PD entitlements have expired, necessitating the rezone. There was no maximum Floor Area Ratio (F.A.R.) established per the previously approved PD; however, the applicant is proposing a maximum F.A.R. of 0.24. The proposed development as depicted in the Master Development Plan has an F.A.R. of 0.10. The previous PD entitlements included permitted uses of OP (Office) and CN (Neighborhood Commercial) zoning districts. Additional previously approved uses included banks, civic assembly, daycares, and restaurants. The current request includes less extensive permitted uses consisting of permitted uses in CN (neighborhood commercial) zoning district, office, and civic assembly as an accessory limited to sixteen seats. The 1,370 square foot building existing on the property is considered to be historical in nature. The structure was utilized as a filling station and general store for the early Slavia community around 1929. The applicant proposes to utilize the existing structure as a coffee shop as well as construct a pavilion, bathroom facilities, and additional office building to the rear. This development is within Seminole County's potable water service area and sanitary sewer area and is required to connect to public utilities. The developer will be required to build a private pump station to connect to the County’s force main system. The property will access onto Red Bug Road, which is classified as a local Road. The developer is required to build a five (5) foot wide sidewalk along the property’s frontage on Red Bug Road. Landscape buffers required include a ten (10) foot wide buffer along the northern property line and a fifteen (15) foot wide buffer with a three (3) foot hedge enhancement along the east, south, and west property lines. Specific buffer components will be established at Final Development Plan. Twenty-five percent (25%) common usable open space will be provided on the subject property. The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Seminole County Land Development Code (SCLDC). The existing PD Future Land Use is consistent with the proposed PD zoning. The proposed Master Development Plan (MDP) and Development Order (DO), appropriately address compatibility with the surrounding development pattern. The proposed development is providing an innovative concept that allows the preservation of a historical building while serving the greater residential community through the provision of neighborhood

compatible commercial uses. The cultural preservation of this historic building in the Slavia community is a nod to the existing roots of the community and works to serve as an amenity to conserve a piece of heritage while developing a new expression of the site. The proposed development is expected to assist in reducing vehicle miles traveled (VMT) per household. The project is located across the street from the Cross Seminole Trail and is providing a sidewalk network and bicycle parking to bolster pedestrian accessibility to the site, thus incentivizing pedestrian over vehicle conveyance. The applicant conducted a community meeting on February 10, 2026. Details of the community meeting are included in the agenda package. Staff requests approval of this request.

Vice Chairman Brandy Ioppolo asked what the purpose is for the 3,700 sf building currently on the property. Ms. Apgar responded that it is labeled as Office on the Master Development Plan. The applicant can speak more on their proposed use.

John Frith, for the applicant, of Frith and Associates, stated that he is the Civil Engineer on the project. He stated that the office building is a future use, but is not being addressed at this time. They will renovate the existing gas station into a coffee shop and they add another building with restrooms, as well as a pavilion and associated parking.

Vice Chairman Ioppolo asked about the noise from the pavilion when functions are there. Mr. Frith responded that there will be weekend functions, with a seating area, an art show that is compatible with the coffee shop. They don't anticipate a loud band, it would be acoustical if anything and he doesn't believe there will be a lot of noise.

No one from the audience spoke in favor or opposition to this request.

Ms. Apgar stated that there is a condition in the Development Order (DO), prohibiting outdoor amplification of sound without County Staff approval of a Special Event permit.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve and refer the Slavia Station PD Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

3. Henderson Hill Rezone - Consider a Rezone from A-1 (Agriculture) to C-1 (Retail Commercial) for three (3) restaurants with drive-through service lanes on approximately 4.32 acres, located on the northwest corner of W SR 46 and Henderson Lane; (Z2025-025) (Andrew Hill/Grey Seven LLC, Applicant) District5 - Herr (Annie Sillaway, Principal Planner)

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the rezone to C-1 will allow development in accordance with the C-1

zoning district, which permits uses including, but not limited to, banks, convenience stores, and restaurants. The subject property has an existing Future Land Use of Commercial, which allows a maximum Floor Area Ratio (F.A.R.) of 0.35. The intent of the Commercial land use designation is to provide appropriate locations to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores and retail sales. This land use should be located at intersections or along major roadways as infill development where this use is established. The Applicant proposes to develop the property with three (3) restaurants, each with a drive-through lane, and does not intend to subdivide the property into separate parcels. The Applicant proposes access via Henderson Lane, which is classified as a local road, with a cross-access connection extending west through the existing commercial plaza. A full traffic study and cross access easement agreement will be required at the time of site plan approval. The subject property is within the SR 46 Gateway Corridor and will require the Applicant to maintain a minimum landscape buffer of 25 feet and a 50-foot building setback. The request is consistent with the Seminole County Land Development Code (SCLDC) and the surrounding area. The C-1 zoning district is intended to permit and encourage a full range of essential commercial uses, while at the same time protecting neighboring residential properties from any possible adverse effects of commercial activity. The Applicant will be providing the required open space and adequate landscape buffers to be consistent with the Land Development Code in order to provide adequate buffering for the residential district to the north, which will be demonstrated at the time of site plan approval. The proposed C-1 zoning classification is consistent with the established development pattern along SR 46, that consists and aligns with the intent and allowable intensity of the Commercial Future Land Use category by supporting comparable commercial activities and is compatible with the zoning designation of the properties located to the west of the subject site and consistent with the Commercial Future Land Use designation. The Applicant conducted a community meeting on February 26, 2026. An opposition email was received today from a resident at 5471 Glen Oak Place, which was provided to the P & Z Board prior to the meeting. Staff requests approval of this request.

Bob Ziegenfuss, Z Development Services, of Orlando, stated that he is representing the developer and he is also the engineer for the project. He further stated that the Future Land Use map reflects the property is Commercial and they are adjacent to an existing C-1 use, which is compatible with the area. He heard about the one comment received today, which was relative to the proximity of their pool to the back property line. He stated that there is an existing six foot (6') block concrete wall back there, which is adjacent to all of the residential properties. They are also providing a thirty foot (30') landscape buffer and leaving the existing natural vegetation in that buffer. They will add more plantings along their curve line, as you come into the development, away from the natural landscape buffer. They will clean up the area and will repair the concrete wall. The community meeting was very positive and they were happy to see that no two-story buildings would be looking into their backyard.

Commissioner Tim Smith asked if there will be one or two points of entry/exist access to the property. Mr. Ziegenfuss responded that there are two. He further stated that they will be utilizing an existing access point to the neighboring C-1 development off of

SR 46. They will have access off of Henderson as well.

No one from the audience spoke in favor or opposition to this request.

Chairman Lawhun stated that they received one comment card in support of this request not wanting to speak, but had a question for Staff regarding whether or not the ten foot (10') buffer would be in writing in the Development Order (DO).

Annie Sillaway, of Staff, responded that the rezoning is a straight zoning, which does not have a Development Order. Instead, the applicant will be held to the established Land Development standards for that zoning, for the landscape buffers. The additional commitments the applicant is making is not within a Development Order, but will be determined at site plan review.

Mr. Ziegenfuss, in his rebuttal, stated that if the neighbor's desire to have the ten foot (10') buffer provision, the developer is committed to it and they are moving forward right now to show a 30 foot (30') landscape buffer between the back rear access road and that neighbor's rear property line. It is on their current plan that they are working on to submit for permits after the public hearing process. They are willing to commit to that, if it's something the Board wants to add as a stipulation or a condition for approval.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve and refer the Henderson Hill Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

CLOSING BUSINESS

Development Services Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that the Development Services Citizens Academy will be held on May 7, 2026, which will showcase the department from 6:00 to 8:00 PM, which is a family event held at the County Services Building.

Board Comments

Vice Chairman Brandy Ioppolo thanked Staff for the extra time spent on providing the briefing on the Land Development Code. It really helped and provided a lot of clarity.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:29 PM.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0595

Title:

Approve an Ordinance of Seminole County, Florida, repealing Part 2 (Travel Expenses) of Chapter 5, (Administration) of the Seminole County Code of Ordinances in its entirety. Countywide. (**Lorie Bailey Brown, CFO/Administrative Services Director**)

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Lorie Bailey Brown/ 407-665-7176

Background:

In July of 1997, Part 2 (Travel Expenses) of Chapter 5 (Administration) of the Code of Ordinances was created including Meal allowances in Sec. 5.21 and Reimbursable travel expenses directly required for the solicitation of economic development in Seminole County in Sec 5.22. In October of 1997 Sec 5.23 was added for Travel in foreign countries. These were the only policies for travel until September 1999 when the Administrative Code was updated to include under Section 3 County Administration 3.50 TRAVEL.

To avoid duplicative and conflicting regulations, the policy of the Board of County Commissioners for Travel as a best practice is included in the Administrative Code. This repeal will remove reference to travel from the Code of Ordinances and the travel policy will stand in a singular location which is section 3.50 of the Administrative Code.

Requested Action:

Staff requests the Board approve an Ordinance of Seminole County, Florida repealing Part 2 (Travel Expenses) of Chapter 5 (Administration) of the Seminole County Code of Ordinances in its entirety.

ORDINANCE NO. 2026-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE OF SEMINOLE COUNTY, FLORIDA REPEALING PART 2 (TRAVEL EXPENSES) OF CHAPTER 5, (ADMINISTRATION) OF THE SEMINOLE COUNTY CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING FOR CODIFICATION AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County's travel expense ordinance was adopted in 1997; and

WHEREAS, in 1999, the Seminole County Board of County Commissioners ("Board") adopted Resolution 1999-R-125, establishing Section 3.50, Travel, in the Seminole County Administrative Code; and

WHEREAS, the Board desires to repeal the County's travel expense ordinance set forth in Part 2 of Chapter 5 of the Seminole County Code of Ordinances to avoid duplicative and conflicting regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Ordinance.

Section 2. Repealing Chapter 5, Part 2, Travel Expenses. Repealing Chapter 5, Part 2 in its entirety:

CHAPTER 5 – ADMINISTRATION

*** * ***

PART 2. <u>RESERVED</u> ~~TRAVEL EXPENSE~~

~~**Sec. 5.21. Meal Allowance.**~~

~~Meal allowances shall be generally as set forth in Florida Statutes, provided however, that meals shall be reimbursed at actual cost not to exceed $50.00 a day if accompanied by original~~

~~receipts for said expenditures and travel is outside of Seminole County and begins before 6:00 a.m. and extends beyond 8:00 p.m. Allowances for partial day travel under the same circumstances shall be: Breakfast $10.00, Lunch $13.00, Dinner $27.00.~~

~~Sec. 5.22. Reimbursable travel expenses directly required for the solicitation of economic development in Seminole County.~~

~~In addition to those travel expenses reimbursable pursuant to the provisions of Section 112.061, Florida Statutes, officials of Seminole County, employees of Seminole County and other persons authorized by Seminole County who travel and incur expenses therefore for the specific purpose of soliciting economic development on behalf of the County, may also be reimbursed for the actual cost of the following travel expenses, upon verification by original receipt and approval by the County Manager.~~

~~(a) Presentation, promotion and advertising expenses.~~

~~(b) Business association lunches.~~

~~(c) Mandatory valet parking.~~

~~(d) Portage when used to transport County promotional materials.~~

~~(e) Charges for issuance of travelers checks.~~

~~(f) Foreign currency exchange fees.~~

~~(g) Maps of the area traveled.~~

~~(h) Food and beverages, including alcohol, consumed and gratuities incurred at meetings, dinners, promotions, cocktail parties and similar events, whether catered or provided at a County or other public facility or private location, provided that attendance at said event is for the specific purpose of soliciting economic development for Seminole County.~~

~~(1) Reimbursement for gratuities is limited to 15 percent of the total reimbursable expenditures per person per event for food and beverages.~~

~~(2) The reimbursement for food and beverage expenditures under this Section are for actual costs, as verified by original receipts, requires approval by the County Manager, and may exceed the maximum reimbursable amount as set forth in Section 5.61, above.~~

~~(i) Actual charges for rental cars, verified by original receipt. If a rental car is larger than mid-size or is driven less than 20 miles, justification for said charges must be submitted to and approved by the County Manager prior to reimbursement for said charges.~~

~~Sec. 5.23. Travel in foreign countries.~~

~~(a) Travel in foreign countries for County business is permitted only if approved by the Board of County Commissioners.~~

~~(b) In lieu of those travel expenses reimbursable pursuant to the provisions of Section 112.061, Florida Statutes, or pursuant to other provisions of this Ordinance, officials of Seminole County, employees of Seminole County and other persons authorized by Seminole County who travel and incur expenses in foreign countries may be reimbursed for personal meals and incidental expenses based upon the United States Department of State publication, "Maximum Travel Per Diem Allowances for Foreign Areas." Meals and incidental expenses shall include all meals, beverages, tips, portage, cleaning and other expenses of a personal nature. Per diem reimbursement requests may be up to but may not exceed amounts itemized in the most recent United States Department of State publication.~~

~~(c) Receipts shall not be required for per diem reimbursement for meals and incidental expenses, but shall be required for hotel accommodation, air and ground transportation expenses, including taxies, ferries, car rental, parking fees and tolls, business telephone calls, faxes and any~~

~~other expenses not included in the meal and incidental expense allowance. Taxi fares and tips less than $15.00 do not require receipts.~~

~~(d) No reimbursement is permitted for meals that are complimentary, covered in a registration or other similar fee or that are provided by any other person or entity without charge. Per diem allowances shall be reduced by an amount comparable to the cost of such meals as are not paid for or charged to the traveler.~~

~~(e) "Danger Pay Allowances," as itemized in the "Maximum Travel Per Diem Allowance for Foreign Areas" publication are not reimbursable by the County.~~

~~(f) Lodging in foreign countries shall not be reimbursed by per diem, but shall instead be reimbursed at actual cost. Receipts shall be required for lodging reimbursement.~~

~~(g) Travelers electing to be reimbursed pursuant to this Section must specifically request said method of reimbursement. In the event this method is selected for a trip, then reimbursement pursuant to Section 112.061, Florida Statutes, or other provisions of this Ordinance shall not be permitted for that trip.~~

Secs. ~~5.24~~ 5.21—5.40. Reserved.

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will be repealed and removed from the Seminole County Code of Ordinances, and that the word “ordinance” may be changed to “section”, “article”, or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, except that Sections 1, 3, 4 and 5 of this Ordinance are not to be codified.

Section 4. Severability. If any provision or application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that

such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 5. Effective date. This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

ANDRIA HERR, Chairman

CMP

ALTA/NSPS LAND TITLE SURVEY

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED WEST R/W LINE OF HENDERSON LANE, BEING S00°12'23"E PER PB 68 PG 29.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION (McKIM & CREED) AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.

4. THIS SITE LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12117C0055F AND 12117C0065F, COMMUNITY NO. 120289, UNINCORPORATED SEMINOLE COUNTY, FLORIDA, HAVING AN EFFECTIVE DATE OF 9/28/2007.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. NCS-1276895-ORL, EFFECTIVE: SEPTEMBER 03, 2025, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT.

7. THIS ***"BOUNDARY AND TOPOGRAPHIC SURVEY"*** WAS MADE IN ACCORDANCE WITH LAWS AND/OR STANDARDS OF PRACTICE FOR THE STATE OF FLORIDA.

8. THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.

9. THE PROPERTY IS CONTIGUOUS WITH HENDERSON LANE AND STATE ROAD 46, BOTH PAVED PUBLIC RIGHTS-OF-WAY.

10. OBSERVABLE SURFACE EVIDENCE OF UTILITIES SERVING THE PROPERTY AND STORM DRAINAGE FACILITIES ARE SHOWN HEREON.

11. ALL PARCELS AND/OR LOTS SHOWN HEREON ARE CONTIGUOUS BETWEEN SAID PARCELS AND/OR LOTS AND DO NOT CREATE ANY GAPS, GORES OR HIATUSES.

12. NO SURFACE EVIDENCE OF SITE USE AS A CEMETERY WAS OBSERVED.

13. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION 8012001, BEING: 33.457 FEET, (NAVD 1988), PUBLISHED BY SEMINOLE CONTY.

14. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN. THE COORDINATE SYSTEM AND DISPLAYED UNITS ARE IN U.S. SURVEY FEET.

NOTES PERTAINING TO TABLE A ITEMS OF ALTA/NSPS LAND TITLE SURVEY STANDARDS:

ITEM 16: NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 17: NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. SURVEYOR IS NOT AWARE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

ITEM 18: SURVEYOR HAS NOT BEEN PROVIDED ANY DOCUMENTATION OF PLOTTABLE OFFSITE EASEMENTS.

SIGNIFICANT OBSERVATIONS:

WITHOUT EXPRESSING A LEGAL OPINION AS TO OWNERSHIP OR NATURE, THE FOLLOWING SIGNIFICANT OBSERVATIONS ARE NOTED. ADDITIONAL ITEMS MAY BE DEPICTED HEREON THAT HAVE NOT BEEN INCLUDED IN THIS LIST:

NONE APPARENT

ZONING INFORMATION:

*NO ZONING INFORMATION WAS PROVIDED AT THE TIME OF SURVEY.

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

TREE IDENTIFICATION IS PER HORTICULTURAL ASPECTS' ARBORIST REPORT PREPARED BY JUSTIN ROGERS, DATED DECEMBER 2, 2025

Tree ID#	DBH Size	Tree Type
1	16"	BISMARCK PALM
2	15"	BISMARCK PALM
3	14"	BISMARCK PALM
4	16"	BISMARCK PALM
5	15"	BISMARCK PALM
6	11"	LAUREL OAK
7	6"	LAUREL OAK
8	19"	LAUREL OAK
9	10"	LIVE OAK
10	10"	LIVE OAK
11	18"	LAUREL OAK
12	6"	LAUREL OAK
13	15"	LIVE OAK
14	10"	LIVE OAK
15	7"	LAUREL OAK
16	8"	LAUREL OAK
17	9"	LAUREL OAK
18	7"	LAUREL OAK
19	11"	LAUREL OAK
20	17"	CABBAGE PALM
21	6"	LAUREL OAK
22	11"	LAUREL OAK
23	7"	LAUREL OAK
24	6"	LAUREL OAK
25	7"	LAUREL OAK
26	10"	LAUREL OAK
27	7"	LAUREL OAK
28	9"	LAUREL OAK
29	18"	LAUREL OAK
30	14"	SAND PINE
31	16"	LIVE OAK
32	11"	CABBAGE PALM
33	15"	LAUREL OAK
34	19"	LIVE OAK
35	6"	LAUREL OAK
36	8"	LAUREL OAK
37	7"	LAUREL OAK
38	13"	LAUREL OAK
39	8"	LAUREL OAK
40	13"	LAUREL OAK
41	11"	LAUREL OAK
42	8"	LAUREL OAK
43	7"	LAUREL OAK
44	24"	LAUREL OAK
45	6"	LAUREL OAK
46	9"	SAND PINE
47	9"	LAUREL OAK
48	17"	LIVE OAK
49	6"	LAUREL OAK
50	9"	LAUREL OAK
51	11"	LAUREL OAK
52	14"	LAUREL OAK
53	7"	LAUREL OAK
54	12"	LAUREL OAK
55	10"	LAUREL OAK
56	7"	LAUREL OAK
57	7"	LAUREL OAK
58	10"	LAUREL OAK
59	10"	LAUREL OAK
60	10"	LAUREL OAK
61	19"	PIG NUT HICKORY
62	9"	LIVE OAK
63	11"	LIVE OAK
64	13"	LIVE OAK
65	8"	LAUREL OAK
66	9"	LIVE OAK
67	11"	LIVE OAK
68	8"	LIVE OAK
69	10"	LAUREL OAK
70	6"	LAUREL OAK
71	9"	LIVE OAK
72	18"	LIVE OAK
73	7"	LIVE OAK
74	13"	LAUREL OAK
75	15"	LIVE OAK
76	9"	LIVE OAK
77	12"	LAUREL OAK
78	11"	LIVE OAK
79	8"	LIVE OAK
80	12"	LIVE OAK
81	14"	LIVE OAK
82	11"	LIVE OAK
83	11"	LIVE OAK
84	37"	LIVE OAK 4 STEMS: 8" 9" 9" 11"
85	7"	LIVE OAK
86	11"	LIVE OAK
87	13"	SAND PINE
88	12"	LAUREL OAK
89	11"	LAUREL OAK
90	8"	LAUREL OAK
91	9"	LAUREL OAK
92	9"	LAUREL OAK
93	7"	LAUREL OAK
94	12"	LAUREL OAK
95	10"	LAUREL OAK
96	9"	LAUREL OAK
97	12"	LAUREL OAK
98	14"	LIVE OAK
99	14"	LIVE OAK
100	7"	LIVE OAK
101	18"	CABBAGE PALM
102	6"	LIVE OAK
103	11"	LAUREL OAK
104	12"	LIVE OAK
105	13"	LIVE OAK
106	8"	LIVE OAK
107	16"	LIVE OAK
108	32"	LIVE OAK
109	8"	LAUREL OAK
110	11"	LIVE OAK
111	11"	LAUREL OAK
112	9"	LAUREL OAK
113	23"	LIVE OAK
114	11"	LAUREL OAK
115	15"	LAUREL OAK
116	6"	LAUREL OAK
117	18"	LAUREL OAK
118	11"	LIVE OAK
119	8"	LAUREL OAK
120	11"	LAUREL OAK
121	20"	SLASH PINE
122	8"	LIVE OAK
123	15"	CABBAGE PALM
124	20"	SLASH PINE
125	10"	LAUREL OAK
126	11"	LAUREL OAK
127	8"	LAUREL OAK
128	17"	CABBAGE PALM
129	8"	LAUREL OAK
130	7"	LAUREL OAK
131	12"	LAUREL OAK
132	10"	LAUREL OAK
133	15"	SLASH PINE
134	13"	LAUREL OAK
135	8"	LAUREL OAK
136	14"	SLASH PINE
137	9"	LAUREL OAK
138	10"	LIVE OAK
139	7"	LAUREL OAK
140	6"	LAUREL OAK
141	12"	LAUREL OAK
142	14"	LAUREL OAK
143	11"	LAUREL OAK
144	7"	LAUREL OAK
145	10"	LAUREL OAK
146	8"	LAUREL OAK
147	8"	LAUREL OAK
148	8"	LAUREL OAK
149	9"	LAUREL OAK
150	6"	CAROLINA CHERRY LAUREL
151	8"	LAUREL OAK
152	10"	CAROLINA CHERRY LAUREL
153	8"	LAUREL OAK
154	18"	SLASH PINE
155	6"	LIVE OAK
156	6"	LAUREL OAK
157	9"	LAUREL OAK
158	13"	SAND PINE
159	12"	SAND PINE
160	14"	LIVE OAK
161	24"	LAUREL OAK
162	9"	LIVE OAK
163	18"	LIVE OAK
164	10"	LIVE OAK
165	6"	CAROLINA CHERRY LAUREL
166	16"	LAUREL OAK
167	15"	SLASH PINE
168	10"	LAUREL OAK
169	12"	LIVE OAK
170	6"	CAROLINA CHERRY LAUREL
171	6"	CAROLINA CHERRY LAUREL
172	11"	LIVE OAK
173	13"	LIVE OAK
174	7"	LIVE OAK
175	11"	LAUREL OAK
176	9"	LIVE OAK
177	15"	CABBAGE PALM
178	12"	CAMPHOR
179	7"	CAMPHOR
180	9"	CAMPHOR
181	10"	CAMPHOR
182	6"	CAMPHOR
183	11"	CAMPHOR
184	11"	CAMPHOR
185	7	CAMPHOR
186	15"	LAUREL OAK
187	37"	LAUREL OAK
188	12"	LAUREL OAK
189	14"	LAUREL OAK
190	14"	LAUREL OAK
191	14"	LAUREL OAK
192	8"	LAUREL OAK
193	19"	SAND PINE
194	7"	LIVE OAK
195	9"	LIVE OAK
196	9"	LIVE OAK
197	9"	LAUREL OAK
198	18"	LAUREL OAK
199	8"	LAUREL OAK
200	8"	LAUREL OAK
201	13"	LIVE OAK
202	17"	SLASH PINE
203	10"	LAUREL OAK
204	11"	LAUREL OAK
205	8"	LAUREL OAK
206	6"	LAUREL OAK
207	12"	LAUREL OAK
208	6"	LAUREL OAK
209	12"	SLASH PINE
210	13"	LAUREL OAK
211	9"	LAUREL OAK
212	12"	LAUREL OAK
213	10"	LAUREL OAK
214	9"	LAUREL OAK
215	7"	LAUREL OAK
216	12"	LIVE OAK
217	9"	LIVE OAK
218	6"	LIVE OAK
219	13"	SLASH PINE
220	16"	LAUREL OAK
221	10"	LAUREL OAK
222	10"	LAUREL OAK
223	7"	LAUREL OAK
224	7"	LAUREL OAK
225	17"	SAND PINE
226	6"	LIVE OAK
227	11"	LIVE OAK
228	8"	LIVE OAK
229	8"	LIVE OAK
230	21"	LAUREL OAK
231	8"	LIVE OAK
232	9"	LAUREL OAK
233	11"	SLASH PINE
234	11"	LIVE OAK
235	15"	LAUREL OAK
236	12"	LAUREL OAK
237	10"	LIVE OAK
238	16"	SLASH PINE
239	8"	LIVE OAK
240	9"	LIVE OAK
241	10"	LIVE OAK
242	9"	LAUREL OAK
243	7"	CAMPHOR
244	16"	LAUREL OAK
245	15"	LIVE OAK
246	12"	LAUREL OAK
247	18"	LAUREL OAK
248	16"	LIVE OAK
249	14"	CABBAGE PALM
250	6"	LAUREL OAK
251	7"	LAUREL OAK
252	6"	LAUREL OAK
253	11"	LAUREL OAK
254	8"	LIVE OAK
255	9"	LAUREL OAK
256	8"	LAUREL OAK
257	22"	SLASH PINE
258	13"	LAUREL OAK
259	8"	LAUREL OAK
260	13"	LAUREL OAK
261	15"	LIVE OAK
262	18"	LAUREL OAK
263	9"	LAUREL OAK
264	18"	LAUREL OAK
265	11"	LIVE OAK
266	16"	SLASH PINE
267	10"	LAUREL OAK
268	10"	LAUREL OAK
269	7"	LAUREL OAK
270	10"	LAUREL OAK
271	8"	LAUREL OAK
272	10"	LAUREL OAK
273	9"	LAUREL OAK
274	11"	LAUREL OAK
275	17"	SLASH PINE
276	17"	LAUREL OAK
277	8"	LIVE OAK
278	7"	LIVE OAK
279	6"	LAUREL OAK
280	10"	LAUREL OAK
281	8"	LAUREL OAK
282	9"	LIVE OAK
283	19"	SAND PINE
284	16"	SAND PINE
285	20"	LAUREL OAK
286	7"	LAUREL OAK
287	17"	SLASH PINE
288	15"	LAUREL OAK
289	16"	LIVE OAK
290	11"	LIVE OAK
291	6"	LAUREL OAK
292	24"	LIVE OAK
293	9"	LIVE OAK
294	13"	LAUREL OAK
295	5"	LAUREL OAK
296	7"	LAUREL OAK
297	16"	SLASH PINE
298	8"	LAUREL OAK
299	14"	SAND PINE
300	10"	LAUREL OAK
301	12"	SLASH PINE
302	6"	LAUREL OAK
303	8"	LAUREL OAK
304	7"	LIVE OAK
305	6"	LIVE OAK
306	6"	LIVE OAK
307	7"	LIVE OAK
308	6"	LIVE OAK
309	9"	LAUREL OAK
310	9"	LIVE OAK
311	13"	LAUREL OAK
312	9"	LAUREL OAK
313	6"	LAUREL OAK
314	15"	SAND PINE
315	8"	LIVE OAK
316	13"	LIVE OAK
317	16"	SLASH PINE
318	18"	LAUREL OAK
319	22"	SLASH PINE
320	14"	LAUREL OAK
321	12"	LAUREL OAK
322	11"	LAUREL OAK
323	6"	LAUREL OAK
324	11"	LAUREL OAK
325	9"	LAUREL OAK
326	7"	LAUREL OAK
327	14"	SLASH PINE
328	8"	LAUREL OAK
329	16"	LAUREL OAK
330	6"	LAUREL OAK
331	12"	LAUREL OAK
332	9"	LIVE OAK
333	9"	LAUREL OAK
334	36"	LAUREL OAK
335	6"	LIVE OAK
336	7"	LAUREL OAK
337	6"	LIVE OAK
338	8"	LIVE OAK
339	16"	SLASH PINE
340	6"	LIVE OAK
341	8"	LIVE OAK
342	20"	LAUREL OAK
343	14"	SLASH PINE
344	7"	LIVE OAK
345	20"	LAUREL OAK
346	7"	LIVE OAK
347	9"	LAUREL OAK
348	12"	SLASH PINE
349	13"	LAUREL OAK
350	8"	LAUREL OAK
351	6"	LAUREL OAK
352	19"	SLASH PINE
353	6"	LAUREL OAK
354	18"	LAUREL OAK
355	8"	LAUREL OAK
356	8"	LAUREL OAK
357	13"	LAUREL OAK
358	13"	LAUREL OAK
359	7"	LAUREL OAK
360	10"	LAUREL OAK
361	9"	LAUREL OAK
362	10"	LAUREL OAK
363	11"	LAUREL OAK
364	7"	SWEET BAY MAGNOLIA
365	7"	LAUREL OAK
366	7"	SWEET BAY MAGNOLIA
367	6"	LAUREL OAK
368	15"	LAUREL OAK
369	11"	LAUREL OAK
370	19"	LAUREL OAK
371	20"	LAUREL OAK
372	6"	LIVE OAK
373	15"	LAUREL OAK
374	14"	LAUREL OAK
375	9"	LAUREL OAK
376	15"	LIVE OAK
377	9"	LAUREL OAK
378	7"	LAUREL OAK
379	6"	LAUREL OAK
380	6"	LAUREL OAK
381	7"	LAUREL OAK
382	8"	LAUREL OAK
383	10"	LAUREL OAK
384	6"	LAUREL OAK
385	16"	LAUREL OAK
386	14"	SLASH PINE
387	15"	CABBAGE PALM
388	16"	LAUREL OAK
389	7"	LAUREL OAK
390	6"	LAUREL OAK
INTENTIONALLY DELETED		
392	20"	SLASH PINE
393	10"	LAUREL OAK
394	6"	LAUREL OAK
395	13"	LAUREL OAK
396	18"	LAUREL OAK
397	8"	LAUREL OAK
398	20"	LAUREL OAK
399	18"	LAUREL OAK
400	37"	LAUREL OAK
401	21"	LAUREL OAK
402	9"	LAUREL OAK
403	16"	LAUREL OAK
404	13"	LAUREL OAK
405	9"	LAUREL OAK
406	8"	LAUREL OAK
407	19"	LIVE OAK
408	12"	LAUREL OAK
409	8"	LAUREL OAK
410	14"	LAUREL OAK
411	18"	CABBAGE PALM
412	13"	LAUREL OAK
413	15"	LAUREL OAK
414	6"	WATER OAK
415	9"	LAUREL OAK
416	7"	LAUREL OAK
417	18"	LAUREL OAK
418	13"	LAUREL OAK
419	9"	LAUREL OAK
420	6"	WATER OAK
421	8"	LAUREL OAK
422	8"	LAUREL OAK
423	8"	WATER OAK
424	16"	SLASH PINE
425	11"	LAUREL OAK
426	16"	LAUREL OAK
427	9"	LIVE OAK
428	7"	LAUREL OAK
429	18"	LIVE OAK
430	16"	CABBAGE PALM
431	9"	WATER OAK
432	7"	LIVE OAK
433	12"	CABBAGE PALM
434	15"	WATER OAK
435	10"	LIVE OAK
436	8"	CAMPHOR
437	10"	LIVE OAK
438	18"	LIVE OAK
439	10"	LAUREL OAK
440	12"	LAUREL OAK
441	10"	LAUREL OAK
442	9"	PIG NUT HICKORY
443	18"	LAUREL OAK
444	36"	LAUREL OAK
445	14"	LAUREL OAK
446	13"	LAUREL OAK
447	16"	LAUREL OAK
448	16"	SLASH PINE
449	18"	LAUREL OAK
450	14"	LAUREL OAK
451	9"	LAUREL OAK
452	21"	LAUREL OAK
453	8"	LAUREL OAK
454	9"	LAUREL OAK
455	10"	LAUREL OAK
456	13"	CABBAGE PALM
457	26"	LAUREL OAK
458	8"	CAMPHOR
459	14"	WATER OAK
460	25"	CAMPHOR
461	9"	CAMPHOR
462	6"	CAMPHOR
463	7"	CAMPHOR
464	16"	CAMPHOR
465	7"	CAMPHOR
466	10"	CAMPHOR
467	17"	CAMPHOR
468	13"	CAMPHOR
469	7"	CAMPHOR

LAND AREA:

188,489 SQUARE FEET
4.3271 ACRES
MORE OR LESS.

VICINITY MAP (Not to Scale)



DESCRIPTION:

Lot 2 of C & C Plaza, a subdivision located In Section 30, Township 19 South, Range 30 East, Seminole County, Florida according to the Plat thereof, as recorded in Plat Book 68, Pages 28 and 29, Public Records of Seminole County, Florida.

SCHEDULE B-2 EXCEPTIONS NOTES:

9. Seminole County Development Order, recorded October 17, 1989 in Official Records Book 2116, Page 1660. (DOCUMENT DOES NOT CONTAIN A VALID LEGAL DESCRIPTION)

10. Conditional Utility Agreement for Sewer Service, recorded December 18, 1995 in Official Records Book 3006, Page 1772. (IS NOT ON SUBJECT PROPERTY)

11. Conditional Utility Agreement for Water Service, recorded December 18, 1995 in Official Records Book 3006, Page 1807. (IS NOT ON SUBJECT PROPERTY)

12. Ordinance No. 95-15, related to a Street Lighting District, recorded January 5, 1996 in Official Records Book 3015, Page 764. (ON SUBJECT PROPERTY, BLANKET IN NATURE. SUBJECT PROPERTY IS PART OF THE "FOREST GLEN" PARCEL)

13. All matters shown on the Plat of C & C PLAZA, recorded September 27, 2005 in Plat Book 68, Page 28. (ON SUBJECT PROPERTY AS SHOWN HEREON)

14. Conditional Utility Agreement for Sewer Service, recorded August 17, 2007 in Official Records Book 6793, Page 1519. (IS NOT ON SUBJECT PROPERTY)

15. Conditional Utility Agreement for Water Service, recorded August 17, 2007 in Official Records Book 6793, Page 1553. (IS NOT ON SUBJECT PROPERTY)

Service Area	Utility Type(s)	Contact	Alternate Contact	Emergency Contact
CHARTER COMMUNICATIONS CVCFTV	CATV, FIBER, TELEPHONE	GARY BLEVINS (813) 302-0800	USIC DISPATCH OFFICE * (800) 778-9140	FLORIDA REGIONAL OPERATIONS CENTER (844) 220-2369
FLORIDA POWER & LIGHT-SEMINOLE FPLSEM	ELECTRIC	FPL CABLE LOCATIONS-DISTRIBUTION SDD/MPE - EDGAR.AGUILAR@FP JAMIE.PURNELL@FPL		USIC DISPATCH CENTER (800) 778-9140
FL PUBLIC UTILITIES FPUC02	GAS	COLIN DUNN (386) 785-4554	JUSTIN PETTRY (386) 378-5593	RONI (VERONICA) THOMAS (352) 459-1589
LUMEN L3C900	FIBER	LUMEN CENTURYLINK (877) 366-8344 x2	TECH ON DUTY (877) 366-8344 x3	TECH ON DUTY (877) 366-8344 x3
COMCAST COMMUNICATIONS/ LK CNTY CBLV LCA395	CATV	ANDREW SWEENEY (904) 738-6898		HFC HELP DESK (855) 962-8525
A T & T/ DISTRIBUTION SBF02	TELEPHONE	DINO FARRUGGIO G27896@ATT.COM	UTILIQUEST LLC * (888) 357-1922	AT&T NETWORK OPERATIONS CENTER (800) 247-2020
SEMINOLE COUNTY TRAFFIC ENGINEERING SCT594	FIBER	KEITH BROWN (321) 377-2405	SCOTT STROUD (407) 739-0466	TRAFFIC ENGINEERING OFFICE (407) 665-5578
SEMINOLE COUNTY SEM814	RECLAIMED WATER, SEWER, WATER	PAUL ZIMMERMAN (407) 665-2040	CHRIS GRAYBOSCH (407) 840-4058	SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT (407) 665-2767

ALTA/NSPS Land Title Survey Certification

To: HILL/GRAY SEVEN, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b1), 7(c), 8, 9, 11(a), 11(b), 13, 14, 16, 17 and 19 of Table A thereof. The field work was completed on 11/17/2025.

Date: 11/17/2025

Digitally signed by James D Bray
DN: cn=James D Bray o=US
ou=staff
Reason: I am the author of this document
Location:
Date: 2026-03-05 14:47:05-00

JAMES D. BRAY PSM 6507

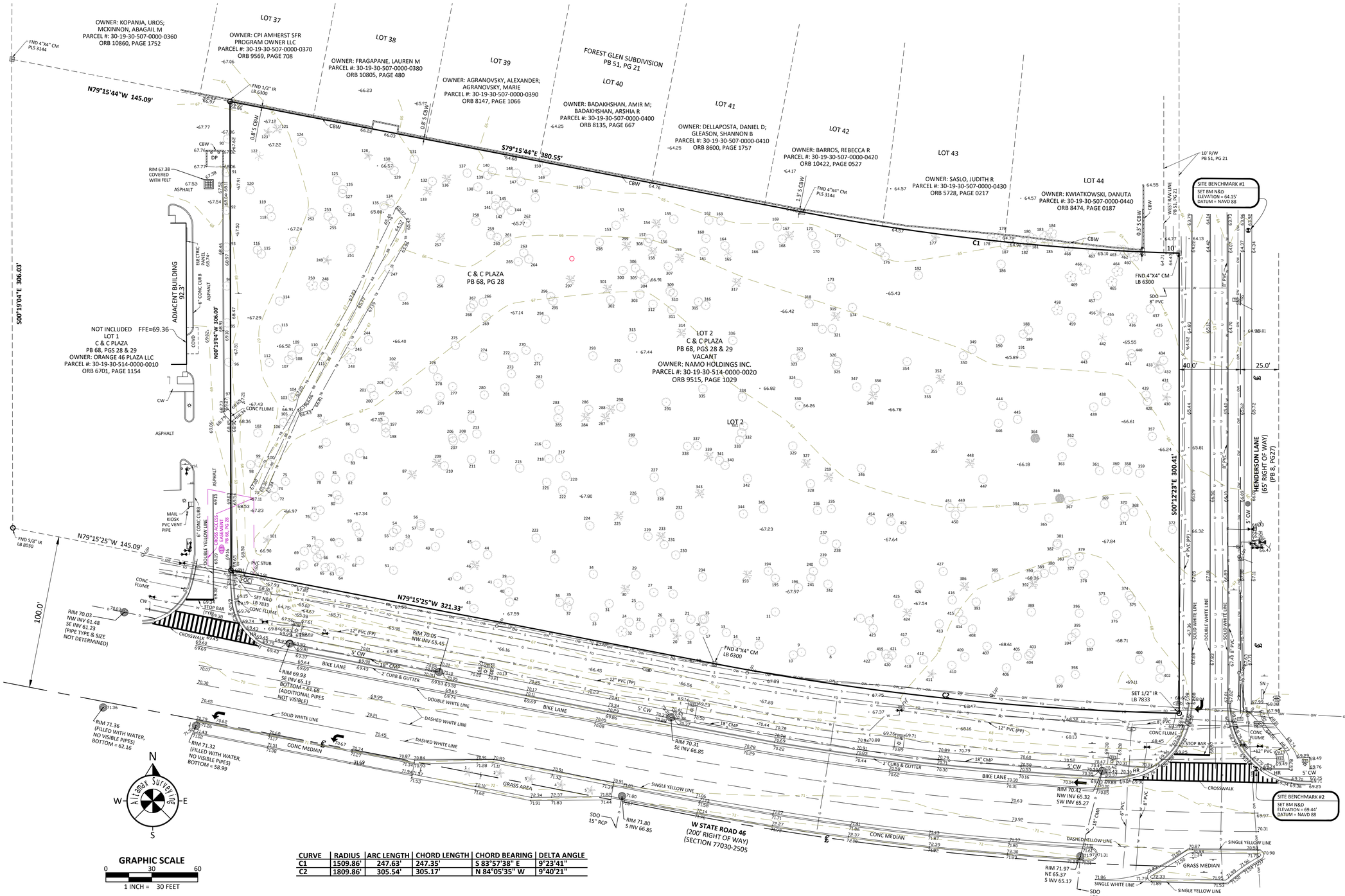
JAMES DENNIS BRAY License Number PSM6507 STATE OF FLORIDA Professional Surveyor and Mapper

This Survey is "NOT VALID" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

LEGEND

AC	- AIR CONDITIONER
-BB-	- BOTTOM OF BANK
BHM	- BUILDING HEIGHT MEASUREMENT
	- BACK FLOW PREVENTER
	- BENCHMARK
	- BOLLARD
-E-	- BURIED ELECTRIC LINE
-C-	- BURIED CABLE TELEVISION LINE
CALC	- CALCULATED
C&M	- CALCULATED & MEASURED
Δ	- CENTRAL ANGLE
CBW	- CONCRETE BLOCK WALL
CC	- COVERED CONCRETE
CCR	- CERTIFIED CORNER RECORD
CF	- CONCRETE FLUME
CHW	- CONCRETE HEADWALL
CLF	- CHAIN LINK FENCE
℄	- CENTERLINE
CM	- CONCRETE MONUMENT
CMP	- CORRUGATED METAL PIPE
+CO	- CLEAN OUT
CONC	- CONCRETE
COVD	- COVERED
CP	- CONCRETE PAD
	- CURB INLET
CW	- CONCRETE WALKWAY
-D-	- BURIED STORM/DRAIN LINE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
	- DOT INLET
DP	- DUMPSTER PAD
DW	- DRIVEWAY
	- EASEMENT NUMBER
EB	- ELECTRIC BOX
	- ELECTRICAL METER
EL	- ELEVATION
ESMT	- EASEMENT
EP	- EDGE OF PAVEMENT
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	- FLORIDA PERMANENT REFERENCE NETWORK
FIRM	- FLOOD INSURANCE RATE MAP
FFE	- FINISHED FLOOR ELEVATION
FH	- FIRE HYDRANT
-FM-	- BURIED FORCE MAIN LINE
FND	- FOUND
-FO-	- BURIED FIBER OPTIC CABLE LINE
FOC	- FIBER OPTIC CABLE BOX
FP	- FLAG POLE
-G-	- BURIED GAS LINE
GM	- GAS METER
GV	- GAS VALVE
	- GREASE TRAP MANHOLE
	- GUY WIRE ANCHOR
	- HANDICAP PARKING
HDPE	- HIGH DENSITY POLYETHYLENE PIPE
INST#	- RECORD INSTRUMENT#
INV	- INVERT ELEVATION
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
LB	- LICENSED BUSINESS
	- LIGHT POLE
LS	- LICENSED SURVEYOR
LSA	- LANDSCAPED AREA
MF	- METAL FENCE
MS	- METAL SHED
	- MITERED END SECTION
	- MONITORING WELL
N&D	- NAIL & DISK
NAVD	- NORTH AMERICAN VERTICAL DATUM
NAD	- NORTH AMERICAN DATUM
NGVD	- NATIONAL GEODETIC VERTICAL DATUM
NTS	- NOT TO SCALE
ORB	- OFFICIAL RECORDS BOOK
-OW-	- OVERHEAD WIRE
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PP	- PER PLANS
PG	- PAGE
PI	- POINT OF INTERSECTION
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
# PS	- PARKING SPACES
PSM	- PROFESSIONAL SURVEYOR & MAPPER
PSP	- PEDESTRIAN SIGNAL POLE
PT	- POINT OF TANGENCY
PVC	- POLYVINYL CHLORIDE PIPE
R	- CURVE RADIUS
RCP	- REINFORCED CONCRETE PIPE
-RU-	- RECLAIM WATER LINE
	- RECLAIM WATER METER
	- RECLAIM WATER VALVE
RP	- RAMP
R/W	- RIGHT-OF-WAY
	- SANITARY MANHOLE
-S-	- BURIED SANITARY LINE
(S)	- SURVEY
SF	- SQUARE FEET
SP	- STATE PLANE
SDO	- SHOWN FOR DIRECTION ONLY
SN	- SIGN
SWF	- STOCK WIRE FENCE
	- SEWER VALVE
XXX.00	- SPOT ELEVATION
	- STORM MANHOLE
-T-	- BURIED TELECOMMUNICATIONS LINE
	- TELECOMMUNICATIONS MANHOLE
	- STORM INLET
-TB-	- TOP OF BANK
TP	- TRAFFIC SIGNAL POLE
-TS-

ALTA/NSPS LAND TITLE SURVEY


OWNER: KOPANJA, UROS; MCKINNON, ABAGAIL M
PARCEL #: 30-19-30-507-0000-0360
ORB 10860, PAGE 1752
LOT 37
OWNER: CPI AMHERST SFR PROGRAM OWNER LLC
PARCEL #: 30-19-30-507-0000-0370
ORB 9569, PAGE 708
LOT 38
OWNER: FRAGAPANE, LAUREN M
PARCEL #: 30-19-30-507-0000-0380
ORB 10805, PAGE 480
LOT 39
OWNER: AGRANOVSKY, ALEXANDER; AGRANOVSKY, MARIE
PARCEL #: 30-19-30-507-0000-0390
ORB 8147, PAGE 1066
FOREST GLEN SUBDIVISION PB 51, PG 21
LOT 40
OWNER: BADAKHSHAN, AMIR M; BADAKHSHAN, ARSHIA R
PARCEL #: 30-19-30-507-0000-0400
ORB 8135, PAGE 667
LOT 41
OWNER: DELLAPOSTA, DANIEL D; GLEASON, SHANNON B
PARCEL #: 30-19-30-507-0000-0410
ORB 8600, PAGE 1757
LOT 42
OWNER: BARROS, REBECCA R
PARCEL #: 30-19-30-507-0000-0420
ORB 10422, PAGE 0527
LOT 43
OWNER: SASLO, JUDITH R
PARCEL #: 30-19-30-507-0000-0430
ORB 5728, PAGE 0217
LOT 44
OWNER: KWIATKOWSKI, DANUTA
PARCEL #: 30-19-30-507-0000-0440
ORB 8474, PAGE 0187
FND 4"X4" CM PLS 3144
FND 1/2" IR LB 6300
N79°15'44"W 145.09'
S79°15'44"E 380.55'
N79°15'25"W 145.09'
N79°15'25"W 321.33'
S00°19'04"E 306.03'
N00°19'04"W 306.00'
S00°12'23"E 300.41'
ADJACENT BUILDING 92.3'
NOT INCLUDED FFE=69.36
LOT 1
C & C PLAZA
PB 68, PGS 28 & 29
OWNER: ORANGE 46 PLAZA LLC
PARCEL #: 30-19-30-514-0000-0010
ORB 6701, PAGE 1154
C & C PLAZA
PB 68, PG 28
LOT 2
C & C PLAZA
PB 68, PGS 28 & 29
VACANT
OWNER: NAMO HOLDINGS INC.
PARCEL #: 30-19-30-514-0000-0020
ORB 9515, PAGE 1029
LOT 2
RIM 67.38 COVERED WITH FELT
RIM 70.03 NW INV 61.48 SE INV 61.23 (PIPE TYPE & SIZE NOT DETERMINED)
RIM 71.36 (FILLED WITH WATER, NO VISIBLE PIPES) BOTTOM = 62.16
RIM 71.32 (FILLED WITH WATER, NO VISIBLE PIPES) BOTTOM = 58.99
RIM 70.05 NW INV 65.45
RIM 69.93 SE INV 65.13 BOTTOM = 61.68 (ADDITIONAL PIPES NOT VISIBLE)
RIM 70.31 SE INV 66.85
RIM 71.80 S INV 66.85
RIM 70.42 NW INV 65.32 SW INV 65.27
RIM 71.97 NE 65.37 S INV 65.17
SET BM N&D ELEVATION = 64.15' DATUM = NAVD 88
SITE BENCHMARK #1
SET 1/2" IR LB 7833
FND 4"X4" CM LB 6300
SOO 8" PVC
SITE BENCHMARK #2
SET BM N&D ELEVATION = 69.44' DATUM = NAVD 88
W STATE ROAD 46 (200' RIGHT OF WAY) (SECTION 77030-2505
HENDERSON LANE (65' RIGHT OF WAY) (PB 8, PG27)
10' R/W PB 51, PG 21
C1
C2
CBW
DP
ASPHALT
CONC FLUME
CONC MEDIAN
GRASS AREA
GRASS MEDIAN
BIKE LANE
DOUBLE WHITE LINE
SOLID WHITE LINE
DASHED WHITE LINE
SINGLE YELLOW LINE
SINGLE WHITE LINE
CROSSWALK
STOP BAR
MAIL KIOSK
PVC VENT PIPE
PVC STUB
DOUBLE YELLOW LINE
6' CONC CURB
ELECTRIC PANEL
SOLID WHITE LINE
DOUBLE WHITE LINE
SOUTH BOUND LANE
NORTH BOUND LANE
SOO 15" RCP
SOO 8" PVC
SOO 6" PVC
SOO 4" PVC (PP)
SOO 12" PVC (PP)
SOO 18" CMP
SOO 5' CW
SOO 2' CURB & GUTTER
SOO 0.3' S CBW
SOO 0.5' S CBW
SOO 1.3' S CBW
SOO 0.8' S CBW
SOO 5' CW
SOO 5' CMP
SOO 4" PVC
SOO 8" PVC
SOO 6" PVC
SOO 12" PVC
SOO 5' CW
SOO 2' CURB & GUTTER
SOO 18" CMP
SOO 5' CW
SOO 15" RCP
SOO 8" PVC
SOO 6" PVC
SOO 4