SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, August 12, 2025 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Jay Zembower

II. INVOCATION & PLEDGE OF ALLEGIANCE

Shane Kohout, Metro Life Church

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Presentation - Legislative Update **(Oscar Anderson and Kaley Slattery, Southern Group)** 2025-762

IV. 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.

Constitutional Officers – Consent Agenda (Item No 2)

2. Expenditure Approval Lists dated July 2, 9, 16, and 23, 2025; and Payroll Approval Lists dated July 3 and 17, 2025. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** 2025-761

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

County Attorney's Office

3. Request the Board delegate signature authority to the County Manager to sign documents and agreements in the litigation between Seminole County and Benchmark Construction Co., Inc. and Liberty Mutual Insurance Company retroactive to August 1, 2025. **(Kate Latorre - County Attorney's Office)** 2025-774

County Manager's Office

4. Request Board ratification of a tender agreement between Seminole County, Merchants Bonding Company (Mutual), Ovation Construction Company, Inc., and L7 Construction, Inc. for the Yankee Lake Water Reclamation Facility Renewal and Replacement - Phase II project. **(Kristian Swenson - County Manager's Office**) 2025-773

Community Services

5. Approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code and approve and authorize the Chairman to execute the Contract between Seminole County and the State of Florida Department of Health for Operation of the Seminole County Health Department Contract Year 2025-2026 in the amount not to exceed $807,970. Countywide **(Allison Thall, Community Services Director)** 2025-725

6. Accept the grant award for FY 2024 Continuum of Care Grant Renewal from the U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care (CoC) /Shelter Plus Care Grant Program in the amount of $916,047 and authorize the Chairman to sign and execute the agreement on behalf of the County in accordance with Administrative Code Sections 1.10 and 22.20 D (1) d. Countywide **(Allison Thall, Community Services Director)** **2025-728**

7. Approve and authorize Romano Law Group to cast a ballot on behalf of Seminole County to accept the Plan outlined in the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its associated debtors. Countywide **(Allison Thall, Community Services Director)** **2025-737**

Management and Budget

8. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-050 in the Water & Sewer Refunding Bond, Series 2025A Fund to appropriate funding in the amount of $668,114.30 for the Bond Issuance Costs and Underwriter's Discount. Countywide **(Timothy Jecks, Management & Budget Director)** - Requesting Department - Resource Management **2025-768**

Public Works

9. Approve and authorize the Chairman to execute the Seminole County/MetroPlan Orlando (Orlando Urban Area Metropolitan Planning Organization) - Federal Discretionary Grant (SS4A) Local Match Funding Agreement; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-052 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $200,000 from reserves. Countywide **(John Slot, Public Works Director)** **2025-733**

Office of Economic Development and Tourism

10. Approve and authorize the chairman to execute the Data Sharing Agreement (DSA) between Seminole County and the Florida Department of Commerce (Commerce) to allow Seminole County to receive and utilize the business data collected by the state on the Quarterly Census of Employment and Wages (QCEW) for a period of three years from the date of execution. Countywide. **(Gui Cunha, Office of Economic Development and Tourism Director)** **2025-740**

Resource Management

11. Request Board approval to submit two (2) grant applications to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the FY 2025 Adult Treatment Court Site-Based Grants. The applications will request up to $1,500,000 to support the Seminole County Adult Drug Court Program and up to $1,500,000 to establish a new Family Treatment Court. Additionally, authorize the County Manager or designee to execute all necessary grant documents. Countywide **(Lorie Bailey Brown, CFO/ Resource Management Director)** **2025-704**

12. Award RFQ-604981-25/LAS - Mobile Concession Services for Seminole County Parks and Recreation to BBB Kona Ice, Inc., Eustis, FL as a revenue-generating agreement and authorize the Purchasing and Contracts Division to execute the agreement and any future agreements under the same terms and conditions. Countywide **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Parks and Recreation **2025-730**

13. Award RFQ-604928-25/LAS - Demolition Services for Seminole County to Champion Services of Florida LLC, Apopka, FL, Cross Construction Services Inc., Lutz, FL, and Cross Environmental Services Inc., Crystal Springs, FL, and authorize the Purchasing and Contracts Division to execute the agreements. Countywide **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fleet and Facilities **2025-731**

14. Approve and authorize the Chairman to execute Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65. District1 - Dallari **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fire Department **2025-749**

15. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #101 for property interests necessary for the Hillview Drive Drainage Improvement Project (8,216 ± SF) between Ellen Davis Rozier, Fatha DeSue, Grace M. Fair, Gloria M. Payne, Octavia Lynn Tillman, Tennille Leschelle Sanchez, Cato Leamon Mott II, Jeremiah Angel Mott, Charles Edward Sanders II, Winifred A. Coleman, Co-Trustee, and Janice L. Melson, Co-Trustee, and Seminole County for $61,890.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District3 - Constantine **(Stephen Koontz, Resource Management Deputy Director)** **2025-760**

16. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-905 for a drainage easement necessary for the Midway Drainage Improvement Project (60 ± SF) between Henry Colyer and Seminole County for $1,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-753**

17. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-822 for a drainage easement necessary for the Midway Drainage Improvement Project (75.43 ± SF) between Carl Rogers, Jr. and G. Charles Wohlust as Personal Representative of the Estate of Steve Gillison and the Estate of Nathaniel Gillison, Sr., and Seminole County for $6,450.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-752**

18. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-821 for a drainage easement necessary for the Midway Drainage Improvement Project (663.04 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Julia J. Johnson, also known as Julia Demps, and Seminole County for $11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-751**

19. Approve and authorize the Chairman to execute a Resolution of Necessity for the Midway Drainage Improvement Project including Parcels 1-817, 1-820, 1-856, 2-806, 2-807, 2-808, 2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817, 2-819, 2-843, 2-844, and 2-845, and authorize staff to make binding written offers to property owners and, if necessary, to file condemnation proceedings to exercise the power of eminent domain. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)** **2025-742**

V. WORKSESSION

20. Freebee Overview and Customer Experience **(Kristian Swenson, Assistant County Manager)** **2025-759**

21. 2026 Employee Benefits and Wellness Discussion **(Christina Brandolini, Human Resources Director)** **2025-763**

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

22. Quarterly Service Recognition Awards **(Christina Brandolini, Human Resources Director)** 2025-765

VI. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

23. **Midway Loop Trail Rezone** - Consider a Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and other future recreational facilities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46; (Z2025-05) (Daniel Heacock, Seminole County Parks and Recreation / Greenways & Natural Lands, Applicant) District5 - Herr **(Kaitlyn Apgar, Senior Planner)** 2025-612

24. **Miyaji Sushi & Hibachi Special Exception** - Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 9.51 acres, located on the south side of W. Lake Mary Boulevard, east of Sun Drive; BS2025-08 (Wen Zheng, Applicant) District4 - Lockhart (**Hilary Padin, Planner**) 2025-703

Public Hearings - Legislative

25. Consider an ordinance amending Chapter 245 of the Seminole County Code to adopt a Five-Cent (5) Local Option Fuel Tax pursuant to section 336.02 (1)(b), Florida Statutes on every gallon of motor fuels sold in Seminole County effective January 1, 2026, for a period of fifty (50) years, providing for collection, administration, and use of the tax proceeds for transportation expenditures. Countywide (**Timothy Jecks, Management & Budget Director**) 2025-738

26. Consider an ordinance amending Chapter 245 of the Seminole County Code relating to the Public Service Tax; amending section 245.102(a) to increase the tax rate levied in the Unincorporated areas from four percent (4%) to ten percent (10%); providing for severability, providing for codification, and providing an effective date of January 1, 2026. Countywide (**Timothy Jecks, Management & Budget Director**) **2025-739**

VII. COUNTY ATTORNEY'S REPORT

IIX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

27. Utilities Master Plan #4 **(Johnny Edwards, Utilities Director)** **2025-764**

IX. DISTRICT COMMISSIONER REPORTS

District 5 - Commissioner Herr

District 1 - Commissioner Dallari

District 3 - Commissioner Constantine

28. Approve the District appointment of Mark Smith to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12-31-2026. **2025-777**

District 4 - Commissioner Lockhart

District 2 - Chairman Zembower

X. CHAIRMAN'S REPORT

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

XII. 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: 2025-762

Title:

Presentation - Legislative Update **(Oscar Anderson and Kaley Slattery, Southern Group)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-761

Title:

Expenditure Approval Lists dated July 2, 9, 16, and 23, 2025; and Payroll Approval Lists dated July 3 and 17, 2025. **(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 July 2, 9, 16, and 23, 2025; and Payroll Approval Lists dated July 3 and 17, 2025.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
August 12, 2025

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated July 2, 9, 16, and 23, 2025; and Payroll Approval Lists dated July 3 and 17, 2025.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

1	ADDENDUM #3 TO DCA #24-20500011/ZOM RED BUG LAKE ROAD PD/CH RETAIL FUND II ORLANDO RED BUG VILLAGE LLC
2	AMDMDT #7 TO W.O. #5 TO PS-0801-16/GEOSYNTEC CONSULTANTS
3	AMDMT #1 TO W.O. #1 TO PS-4100-22/ARDURRA GROUP
4	AMDMT #1 TO W.O. #2 TO PS-3214-20/HDR ENGINEERING
5	AMDMT #1 TO W.O. #22 TO RFP-3750-21/MCKIM & CREED
6	AMDMT #1 TO W.O. #49 TO PS-2826-20/ATKINSREALIS USA
7	AMDMT #1 TO W.O. #54 TO PS-2826-20/MOFFAT AND NICHOL
8	AMDMT #1 TO W.O. #59 TO PS-2826-20/PEGASUS ENGINEERING
9	AMDMT #1 TO W.O. #60 TO PS-2826-20/PEGASUS ENGINEERING
10	AMDMT #1 TO W.O. #7 TO PS-4272-22/GAI CONSULTANTS
11	AMDMT #1 TO W.O. #7 TO PS-4824-23/GEOSYNTEC CONSULTANTS
12	AMDMT #3 TO W.O. #29 TO PS-4223-22/SCHENKEL SHULTZ
13	AMDMT #5 TO W.O. #2 TO PS-2552-19/DEWBERRY ENGINEERS
14	AMDMT #6 TO W.O. #15 TO PS-1998-18/RES FLORIDA CONSULTING DBA E SCIENCES
15	BID-605023-25 INVASIVE SPECIES CHEMICAL TREATEMTN FOR PROPERTIES IN THE GREENWAYS AND NATURAL LANDS PROGRAM-SOLDIERS CREEK PARK/AQUATIC WEED MANAGEMENT
16	BOND RELEASE/MAINTENANCE BOND #2337263/$263,253.62/COVE AT RIVERBEND
17	BOND RELEASE/MAINTENANCE BOND #CMS0351916/$24,765.86/RED EMBER SOUTH
18	BOND RELEASE/PERFORMANCE BOND CHECK #9599/$8,526/NORTHRIDGE RESERVE
19	BOND RELEASE/PERFORMANCE BOND LOC #Z30004219/$407,512.60/MERRITT ST ROW
20	C.O. #1 TO C-6021-24/R&M SERVICE SOLUTIONS
21	C.O. #1 TO CC-5995-24/MERCON CONSTRUCTION COMPANY
22	C.O. #1 TO W.O. #42 TO CC-3563-21/SOUTHLAND CONSTRUCTION
23	C.O. #2 TO CC-5744-24/MASCI GENERAL CONTRACTOR
24	C.O. #2 TO W.O. #39 TO CC-3563-21/SCHULLER CONTRACTORS
25	C.O. #3 TO CC-5764-22/L7 CONSTRUCTION
26	C.O. #6 TO CC-4727-23/SOUTHLAND CONSTRUCTION
27	C.O. #8 TO CC-5051-23/ORANGE AVENUE ENTERPRISES
28	CLOSEOUT TO CC-5832-24/ALL TERRAIN TRACTOR SERVICE
29	CONDITIONAL UTILITY AGRMT FOR WATER, WASTEWATER, OR RECLAIMED WATER SERVICES/DISCOVERY EDUCATION HOLDINGS/SEMINOLE SCIENCE SCHOOL EXPANSION
30	CONDITIONAL UTILITY AGRMT FOR WATER, WASTEWATER, OR RECLAIMED WATER SERVICES/MAW LAKE MARY PROP, LLC/ALLURE AT THE PARKWAY LOTS 2 & 3
31	CORRECTED AMDMT #3 TO W.O. #29 TO PS-4223-22/SCHENKEL SHULTZ
32	DCA #24-20500009/REAGAN CENTER PD/FOUNDATION RE HOLDINGS
33	FIFTH AMDMT TO RFP-602697-16/BRIGHTVIEW LANDSCAPE SERVICES

34 FINAL RENEWAL #2 TO IFB-604132-21/FLORIDA CLEANING SYSTEMS DBA FCS FACILITY SERVICES
35 FINAL RENEWAL #2 TO IFB-604150-21/ATLANTIC PIPE SERVICES
36 FINAL RENEWAL #2 TO IFB-604579-23/SITEONE LANDSCAPE SUPPLY
37 FINAL RENEWAL #2 TO RFP-604156-21/DE BEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP
38 FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY24-25/SENIORS FIRST (AS APPROVED BY THE BCC 07-23-2024)
39 FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY24-25/THE KATHLEEN ANDERSON COMPREHENSIVE WORK CENTER DBA INSPIRE OF CENTRAL FLORIDA (AS APPROVED BY THE BCC 07-23-2024)
40 FPSC ORDER #PSC-2025-0265-CO-EQ ISSUED 7/9/25
41 FPSC ORDER #PSC-2025-0267-CO-EQ ISSUED 7/10/25
42 FPSC ORDER #PSC-2025-0270-CO-EI ISSUED 7/14/25
43 IFB-604990-25 TERM CONTRACT FOR ANNUAL FIRE HOSE TESTING/WATERWAY OF CENTRAL FLORIDA
44 LIBRARY SERVICES CONTRACT FOR SERVICES/MACKENZIE HIKIDA
45 PARKS CONTRACT/NATALLIA URBANOVICH
46 PERFORMANCE BOND #3527547/$42,214.70/NATURAL LIVING
47 PS-6030-24 CMAR FOR ON-CALL SERVICES FOR FIRE DEPT CIP PROJECTS/WHARTON-SMITH (RANKING LIST APPROVED 2-25-2025)
48 RENEWAL #1 TO IFB-604372-22/ORACLE ELEVATOR HOLDCO, INC
49 RENEWAL #1 TO IFB-604386-22/NILS HUMBERG ENTERPRISES DBA ACE FLOW CONTROL
50 RENEWAL #2 TO IFB-603941-20/AMERISCAPES LANDSCAPE MANAGEMENT SERVICES
51 RESOLUTION #2025-VAB-01/VAB FILING FEES
52 REVISED AMDMT #3 TO W.O. #20 TO RFP-3750-21/MCKIM & CREED
53 SECOND AMDMT TO IFB-604669-23/DYNAFIRE, LLC
54 SIXTH AMDMT TO RFP-604210-21/CATO ENVIRONMENTAL SERVICES
55 SUBORDINATION AGRMT GOVERNMENTAL ENTITY (REVISED 2-25-2025)/BANYAN EAST TOWN APARTMENTS/BDG BANYAN EST TOWN, LLC/GRANDBRIDGE REAL ESTATE CAPITAL, LLC (ICW ITEM #13 ON 6-27-23 BCC)
56 THIRD AMDMT TO SS-604141-21/BENEVATE
57 TIME EXTENSION FOR IFB-603770-20/ECHO ED CORP
58 TIME EXTENSION FOR IFB-604371-22/ANIXTER
59 TOURIST TAX FUNDING AGRMT/PROSWINGS.COM/2025 COLLEGE EXPOSURE CAMP
60 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF DREAM BIG
61 W.O. #1 TO PS-5968-24/WHARTON-SMITH
62 W.O. #1 TO PS-6032-24/CORE CONSTRUCTION
63 W.O. #11 TO RFP-3722-21/THE COLINAS GROUP
64 W.O. #17 TO PS-4244-22/WSP USA ENVIRONMENT & INFRASTRUCTURE
65 W.O. #18 TO PS-4244-22/SOUTHEASTERN SURVEYING & MAPPING CORP
66 W.O. #2 TO PS-6144-24/BENTLEY GROUP
67 W.O. #3 TO PS-3214-20/HDR ENGINEERING
68 W.O. #3 TO RFP-4933-23/KIMLEY-HORN AND ASSOCIATES
69 W.O. #4 TO RFP-4933-23/KIMLEY-HORN AND ASSOCIATES

70	W.O. #51 TO CC-3563-21/CARR & COLLIER
71	W.O. #53 TO CC-3563-21/CARR & COLLIER
72	W.O. #64 TO PS-2826-20/INWOOD CONSULTING ENGINEERS
73	W.O. #8 TO PS-5946-24/CHA CONSULTING
74	W.O. #9 TO PS-5135-23/S2L, INC

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 2, 2025

CHECK SEQUENCE: CK #979824-980044

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12 DAY OF AUGUST 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 6/26/25 Through 7/2/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 15,700,771.77
00103	NATURAL LAND ENDOWMENT FUND	4,119.16
00108	FACILITIES MAINTENANCE FUND	38,065.59
00109	FLEET REPLACEMENT FUND	90,142.00
00112	MAJOR PROJECTS FUND	11,570.00
00113	COUNTYWIDE UTILITIES	6,236.47
10101	TRANSPORTATION TRUST FUND	243,783.83
11200	FIRE PROTECTION FUND	12,352.14
11400	COURT SUPP TECH FEE (ARTV)	3,812.51
11500	1991 INFRASTRUCTURE SALES TAX	423,490.42
11541	2001 INFRASTRUCTURE SALES TAX	171,019.46
11560	2014 INFRASTRUCTURE SALES TAX	283,784.18
11641	PUBLIC WORKS-INTERLOCAL AGREEM	265,726.07
11901	COMMUNITY DEVELOPMEN BLK GRANT	38,144.80
11904	EMERGENCY SHELTER GRANTS	2,952.67
11919	COMMUNITY SVC GRANTS	3,051.25
11930	RESOURCE MANAGEMENT GRANTS	2,800.00
12023	SHIP AFFORDABLE HOUSING 22/23	74,738.50
12025	SHIP AFFORDABLE HOUSING 24/25	390.00
12101	LAW ENFORCEMENT TST-LOCAL	2,953.26
12500	EMERGENCY 911 FUND	2,075.34
13100	ECONOMIC DEVELOPMENT	600.00
15000	MSBU STREET LIGHTING	28,123.17
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	133.19
40100	WATER AND SEWER FUND	312,366.73
40108	WATER & SEWER CAPITAL IMPROVEM	543,145.20
40201	SOLID WASTE FUND	7,724.59
40301	WEKIVA GOLF COURSE FUND	51,024.47
50200	WORKERS COMPENSATION FUND	2,665.52
50300	HEALTH INSURANCE FUND	255,966.72
60304	ANIMAL SERVICES DONATIONS	5,949.00
TOTAL REPORT		$ 18,589,678.01

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/3/25 Through 7/9/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,116,618.22
00103	NATURAL LAND ENDOWMENT FUND	4,429.00
00108	FACILITIES MAINTENANCE FUND	24,075.80
00109	FLEET REPLACEMENT FUND	160,894.12
00111	TECHNOLOGY REPLACEMENT FUND	87,224.19
00112	MAJOR PROJECTS FUND	46,882.47
00113	COUNTYWIDE UTILITIES	6,523.76
10101	TRANSPORTATION TRUST FUND	17,240.53
10103	SUNRAIL OPERATIONS	7,468.00
11000	TOURISM PARKS 1,2,3 CENT FUND	25,865.91
11001	TOURISM SPORTS 4 & 6 CENT FUND	6,517.48
11200	FIRE PROTECTION FUND	225,888.67
11400	COURT SUPP TECH FEE (ARTV)	12,595.62
11541	2001 INFRASTRUCTURE SALES TAX	6,303.25
11560	2014 INFRASTRUCTURE SALES TAX	329,054.53
11800	EMS TRUST FUND	1,148.80
11902	HOME PROGRAM GRANT	240,222.02
11904	EMERGENCY SHELTER GRANTS	7,379.00
11908	DISASTER PREPAREDNESS	1,104.42
11919	COMMUNITY SVC GRANTS	479.45
11940	ENVIRONMENTAL SERVICES GRANTS	4,800.00
12023	SHIP AFFORDABLE HOUSING 22/23	283,925.50
12024	SHIP AFFORDABLE HOUSING 23/24	12,903.00
12304	ATTAINABLE HOUSING TRUST	59.72
12500	EMERGENCY 911 FUND	3,355.06
12601	ARTERIAL IMPACT FEE (12-31-21)	28,399.64
13100	ECONOMIC DEVELOPMENT	9,810.84
15000	MSBU STREET LIGHTING	10,151.78
15100	MSBU RESIDENTIAL SOLID WASTE	1,264,812.96
16000	MSBU PROGRAM	75.00
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	51.28
16020	MSBU HORSESHOE (LM/AWC)	275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)	200.00
16026	MSBU SPRING (LM/AWC)	200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	75.00
16031	MSBU LAKE ASHER AWC	60.00
16036	MSBU HOWELL LAKE (LM/AWC)	500.00
16073	MSBU SYLVAN LAKE (AWC)	75.00
16077	MSBU LITTLE LK HOWELL/TUSK	75.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	291.70
21235	GENERAL REVENUE DEBT - 2014	550.00
32100	NATURAL LANDS/TRAILS	13,931.06
40100	WATER AND SEWER FUND	850,530.93
40108	WATER & SEWER CAPITAL IMPROVEM	806,477.13
40201	SOLID WASTE FUND	77,722.76
50100	PROPERTY LIABILITY FUND	3,000.00
50200	WORKERS COMPENSATION FUND	12,000.00
50300	HEALTH INSURANCE FUND	2,994,476.16
TOTAL REPORT		$ 11,707,029.76

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 9, 2025

CHECK SEQUENCE: CK #980045-980367

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12TH DAY OF AUGUST, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/10/25 Through 7/16/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,460,144.56
00103	NATURAL LAND ENDOWMENT FUND	1,880.00
00108	FACILITIES MAINTENANCE FUND	67,096.98
00112	MAJOR PROJECTS FUND	68,652.60
00113	COUNTYWIDE UTILITIES	3,638.49
10101	TRANSPORTATION TRUST FUND	36,487.07
10400	BUILDING PROGRAM	36,879.26
11000	TOURISM PARKS 1,2,3 CENT FUND	395.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	495.00
11200	FIRE PROTECTION FUND	258,533.06
11400	COURT SUPP TECH FEE (ARTV)	27,857.13
11560	2014 INFRASTRUCTURE SALES TAX	303,299.69
11901	COMMUNITY DEVELOPMEN BLK GRANT	7,717.66
11902	HOME PROGRAM GRANT	33,139.25
11904	EMERGENCY SHELTER GRANTS	10,594.00
11912	PUBLIC SAFETY GRANTS (STATE)	12,212.67
11916	PUBLIC WORKS GRANTS	9,003.98
11919	COMMUNITY SVC GRANTS	56,260.03
11933	FEDERAL MITIGATION GRANTS	16,058.25
12023	SHIP AFFORDABLE HOUSING 22/23	7,300.00
12025	SHIP AFFORDABLE HOUSING 24/25	13,328.06
12101	LAW ENFORCEMENT TST-LOCAL	5,511.65
12303	OPIOID SETTLEMENT	188,842.46
12500	EMERGENCY 911 FUND	21,099.60
13100	ECONOMIC DEVELOPMENT	2,600.00
15000	MSBU STREET LIGHTING	174,762.28
15100	MSBU RESIDENTIAL SOLID WASTE	939,960.37
40100	WATER AND SEWER FUND	556,072.75
40108	WATER & SEWER CAPITAL IMPROVEM	279,561.51
40201	SOLID WASTE FUND	43,951.90
50100	PROPERTY LIABILITY FUND	4,844.92
50200	WORKERS COMPENSATION FUND	68,254.87
50300	HEALTH INSURANCE FUND	117,967.92
TOTAL REPORT		$ 4,834,402.97

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 16, 2025

CHECK SEQUENCE: CK #980368-980698

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12TH DAY OF AUGUST, 2025.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/17/25 Through 7/23/25

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,184,030.66
00103	NATURAL LAND ENDOWMENT FUND	2,185.00
00108	FACILITIES MAINTENANCE FUND	45,449.72
00109	FLEET REPLACEMENT FUND	199,325.00
00111	TECHNOLOGY REPLACEMENT FUND	16,400.00
00112	MAJOR PROJECTS FUND	15,716.50
00113	COUNTYWIDE UTILITIES	1,543.56
10101	TRANSPORTATION TRUST FUND	143,149.17
10102	NINTH-CENT FUEL TAX FUND	1,168,103.00
10400	BUILDING PROGRAM	925.00
11000	TOURISM PARKS 1,2,3 CENT FUND	4,680.00
11200	FIRE PROTECTION FUND	638,570.46
11400	COURT SUPP TECH FEE (ARTV)	40,064.18
11500	1991 INFRASTRUCTURE SALES TAX	5,473.57
11541	2001 INFRASTRUCTURE SALES TAX	69,188.58
11560	2014 INFRASTRUCTURE SALES TAX	2,618,031.65
11641	PUBLIC WORKS-INTERLOCAL AGREEM	8,118.04
11901	COMMUNITY DEVELOPMEN BLK GRANT	19,296.26
11902	HOME PROGRAM GRANT	982.70
11904	EMERGENCY SHELTER GRANTS	110.00
11905	COMMUNITY SVC BLOCK GRANT	825.00
11908	DISASTER PREPAREDNESS	5,940.00
11916	PUBLIC WORKS GRANTS	73,186.29
11919	COMMUNITY SVC GRANTS	1,184.85
11920	NEIGHBOR STABIL PROGRAM GRANT	443.54
11930	RESOURCE MANAGEMENT GRANTS	44,880.62
12023	SHIP AFFORDABLE HOUSING 22/23	247,500.00
12025	SHIP AFFORDABLE HOUSING 24/25	12,198.00
12101	LAW ENFORCEMENT TST-LOCAL	5,719.95
12304	ATTAINABLE HOUSING TRUST	1,119.72
12500	EMERGENCY 911 FUND	425.00
12601	ARTERIAL IMPACT FEE (12-31-21)	156,905.20
12606	MOBILITY FEE CORE DISTRICT	32,742.71
13100	ECONOMIC DEVELOPMENT	32,410.00
16000	MSBU PROGRAM	293.39
16005	MSBU MILLS (LM/AWC)	3,681.64
16007	MSBU AMORY (LM/AWC)	435.36
16013	MSBU HOWELL CREEK (LM/AWC)	104.69
16020	MSBU HORSESHOE (LM/AWC)	117.32
16021	MSBU MYRTLE (LM/AWC)	266.12
16023	MSBU SPRING WOOD LAKE (LM/AWC)	127.18
16024	MSBU LAKE OF THE WOODS(LM/AWC)	444.99
16025	MSBU MIRROR (LM/AWC)	622.69
16026	MSBU SPRING (LM/AWC)	267.68
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	104.48
16028	MSBU BURKETT (LM/AWC)	135.91
16030	MSBU SWEETWATER COVE (LM/AWC)	6,479.71
16031	MSBU LAKE ASHER AWC	405.56
16032	MSBU ENGLISH ESTATES (LM/AWC)	164.00
16033	MSBU GRACE LAKE (LM/AWC)	21.50
16035	MSBU BUTTONWOOD POND (LM/AWC)	46.75
16036	MSBU HOWELL LAKE (LM/AWC)	520.42
16037	MSBU LK LINDEN (LM/AWC)	219.52
16073	MSBU SYLVAN LAKE (AWC)	360.41
16077	MSBU LITTLE LK HOWELL/TUSK	248.48
16080	MSBU E CRYSTAL CHAIN OF LAKES	617.17
40100	WATER AND SEWER FUND	24,265,399.56
40103	CONNECTION FEES-SEWER	11,575.00
40108	WATER & SEWER CAPITAL IMPROVEM	415,877.16
40201	SOLID WASTE FUND	158,745.76
50100	PROPERTY LIABILITY FUND	35.00
50200	WORKERS COMPENSATION FUND	10,273.04
50300	HEALTH INSURANCE FUND	14,925.04
60303	LIBRARIES-DESIGNATED	7,125.00
60308	ADULT DRUG COURT	314.92
TOTAL REPORT		$ 34,696,779.38

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 23, 2025

CHECK SEQUENCE: CK #980699-980987

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12 DAY OF AUGUST, 2025.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 07/03/2025
Biweekly Payroll Ending: 06/28/2025

Check Numbers: **162956 - 162965**
Voided Check Number: N/A

Net Expenditure Total: **$3,228,922.84**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 12th day of August, 2025.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 07/17/2025
Biweekly Payroll Ending: 07/12/2025

Check Numbers: **162966 - 162991**
Voided Check Number: N/A

Net Expenditure Total: **$3,482,557.63**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 12th day of August, 2025.

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Chairman

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-774

Title:

Request the Board delegate signature authority to the County Manager to sign documents and agreements in the litigation between Seminole County and Benchmark Construction Co., Inc. and Liberty Mutual Insurance Company retroactive to August 1, 2025. **(Kate Latorre - County Attorney's Office)**

Division:

County Attorney Office

Authorized By:

Kate Latorre, County Attorney

Contact/Phone Number:

Kate Latorre/407-665-7250

Background:

Seminole County ("County") is in litigation with Benchmark Construction Co., Inc. ("Benchmark") and Liberty Mutual Insurance Company ("Liberty Mutual") as it relates to the construction contract for the project known as the Country Club Heights Sewer and Water Main Replacement (CC-3999-21/TAD).

During the course of litigation, there are time sensitive documents and agreements that must be promptly executed.

Requested Action:

Staff requests the Board delegate signature authority to the County Manager to sign documents and agreements in the litigation between Seminole County and Benchmark Construction Co., Inc. and Liberty Mutual Insurance Company retroactive to August 1, 2025.

File Number: 2025-773

Title:

Request Board ratification of a tender agreement between Seminole County, Merchants Bonding Company (Mutual), Ovation Construction Company, Inc., and L7 Construction, Inc. for the Yankee Lake Water Reclamation Facility Renewal and Replacement - Phase II project. **(Kristian Swenson - County Manager's Office**)

Division:

County Manager Office

Authorized By:

Kristian Swenson, Assistant County Manager

Contact/Phone Number:

Kristian Swenson/407-665-7246

Background:

On April 2, 2024, Seminole County ("County") and Ovation Construction Company, Inc. ("Ovation") entered into a construction contract for the Yankee Lake Water Reclamation Facility Renewal and Replacement - Phase II ("Project"), with Merchants Bonding Company (Mutual)("Merchants") serving as surety for the performance and payment bonds in the amount of $2,909,291.89.

A notice to proceed was issued to Ovation to commence work on May 13, 2024, and achieve final completion on May 7, 2025; however, a revised construction schedule provided by Ovation to the County on or about March 4, 2025, indicated final completion would occur between October 9, 2025, and October 22, 2025, significantly beyond the contractual completion deadline.

As such, on March 25, 2025, the Seminole County Board of County Commissioners ("Board") approved a unilateral termination for cause of the construction contract with Ovation for the Project, and a demand was subsequently made by the County upon Merchants under the performance bond to complete the Project.

Over the next several months, Merchants performed its due diligence and ultimately proposed a tender agreement to the County for consideration, which has been

negotiated between Merchants and the County Attorney's Office, in collaboration with County Management throughout the process.

To move forward expeditiously in the execution of the tender agreement for work to promptly commence on the Project, on June 10, 2025, the Board delegated authority to the County Manager to sign the tender agreement and for it to be ratified by the Board thereafter.

The highlights of the tender agreement include:

- An agreement by the County to revise the termination for cause against Ovation to a termination for convenience. In exchange, Ovation agrees not to submit any bids or proposals to the County for 5 years from the effective date of the tender agreement.
- Merchants tendering L7 Construction, Inc. ("L7) as the completing contractor for the Project.
- Materials procured by Ovation will be delivered to L7 for implementation into the Project, with associated warranties.
- L7 to provide the County performance and payment bonds with a surety in the amount of $2,921,736.00.
- Ovation will make a payment to the County in the amount of $52,194.11, which represents the difference between the original contract price and the price of L7 in addition to an amount agreed to for liquidated damages.
- A mutual release by Ovation, the County, and Merchants.
- Work on the Project to commence on September 1, 2025, substantial completion required by August 7, 2026, and final completion required by September 4, 2026.

Requested Action:

Staff requests the Board ratify the tender agreement executed by the County Manager between Seminole County, Merchants Bonding Company (Mutual), Ovation Construction Company, Inc., and L7 Construction, Inc. for the Yankee Lake Water Reclamation Facility Renewal and Replacement - Phase II project.

TENDER AGREEMENT

This Tender Agreement ("Agreement") is made and entered into this 25th day of July, 2025 ("Effective Date") by and between Seminole County (the "Owner"), Merchants Bonding Company (Mutual) (the "Surety"), Ovation Construction Company, Inc. (the "Original Contractor"), and L7 Construction, Inc. (the "Completing Contractor"). Now therefore, in consideration of the following good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. **The Prime Contract.** The Original Contractor and the Owner entered into a construction contract dated April 2, 2024 (the "Prime Contract") for the construction of Yankee Lake Water Reclamation Facility Renewal and Replacement – Phase 2 (the "Project").

2. **The Bonds.** Under the terms of the Prime Contract, Original Contractor and the Surety made, executed and delivered to the Owner Performance Bond and Payment Bond No. 100270546 (collectively, the "Bonds" individually the "Performance Bond" and "Payment Bond"), both in the penal sum of $2,909,291.89.

3. **Principal's Termination.** The Owner formally terminated the Original Contractor under the Prime Contract on March 27, 2025 and made demand on the Surety under the Performance Bond to complete the Project. Upon execution of this Agreement, the Owner has agreed to change the Original Contractor's Termination for Cause to a Termination for Convenience. In exchange, the Original Contractor agrees to not submit any bids or proposals to the Owner for five (5) years from the Effective Date.

4. **Completion of Prime Contract.** The Surety obtained a proposal for completion of the Prime Contract from the Completing Contractor. In fulfillment of the terms of the Performance Bond, the Surety tenders the Completing Contractor to the Owner and the Owner accepts the tender of the Completing Contractor to complete the Prime Contract upon the terms set forth therein and in this Agreement.

5. **Completing Contractor's Proposal.** Completing Contractor has submitted a bid proposal in the amount of $2,921,736.00 to complete the obligations of the Prime Contract upon the terms set forth therein (except as modified by this Agreement) in strict accordance with the terms and conditions of the Prime Contract and this Agreement. The obligations of the Completing Contractor under this Agreement and under the Prime Contract are all hereinafter sometimes jointly referred to as the "Work."

6. **Original Contractor Assignment of Materials.** Original Contractor shall provide the Completing Contractor with materials as detailed hereto as Exhibit "A". All associated material warranties shall be provided by the Completing Contractor to Owner and must be in accordance with the Contract Documents. For the avoidance of doubt, all warranties for materials and the Work must be provided by the Completing Contractor as if Completing Contractor had entered into the contract with the Owner for the Prime Contract in the first instance. Failure of Original Contractor to provide the materials and all warranties for materials specified in Exhibit "A" to Completing Contractor shall deem this Agreement null and void.

Completing Contractor waives, releases, discharges and acquits Owner from any and all liability related in any way to the materials received from the Original Contractor, and any and all other claims it now has or may have, whether known or unknown, including those in the past, present, or future related in any way to the materials received from the Original Contractor. Completing Contractor acknowledges that this waiver is intended to include, without limitation, all claims that were or could have been raised, which the Completing Contractor did not know of or suspect to exist regarding the materials received from the Original Contractor and that this waiver contemplates extinguishment of all such claims that were or could have been raised related to such materials.

7. **New Performance & Payment Bonds.** Completing Contractor shall within seven (7) days of the execution of this Agreement, provide Owner a Performance Bond and a Payment Bond (hereinafter referred to as "New Performance Bond" and "New Payment Bond," respectively) in the amount of $2,921,736.00 naming Completing Contractor as Principal and "Seminole County" as Obligee. Such New Performance Bond and New Payment Bond must be in the form provided in this Agreement as Exhibit "B" and in accordance with the Contract Documents. The New Performance Bond shall guarantee Completing Contractor's performance of the terms of this Agreement and the Prime Contract. Accordingly, the Completing Contractor must notify the surety for the New Performance Bond and new Payment Bond of this Agreement and provide an executed copy of this Agreement to the new surety. The New Payment Bond shall guarantee Completing Contractor's payment of all laborers, materialmen, and suppliers for all labor, equipment, and materials provided to or on behalf of Completing Contractor. The New Performance Bond and New Payment Bond shall be effective as of the Effective Date of this Agreement and from a surety acceptable to the Owner and Surety. Premium costs for said bonds shall be borne by the Completing Contractor.

8. **Payment Bond Subject to its Terms.** The Payment Bond shall remain in full force and effect only for valid and timely claims for the obligations of Original Contractor in accordance with the terms of the Payment Bond. Original Contractor and Surety retain all obligations, rights, and defenses related thereto. Completing Contractor shall not be responsible for debt or obligations incurred by Original Contractor except as set forth herein. The Payment Bond shall not be responsible for labor or material supplied to Completing Contractor and shall not be considered a co-surety with Completing Contractor's surety. All payments made by Surety relating to claims on its Payment Bond as provided herein shall be credited against the penal limit of its Payment Bond. Surety shall not, under any circumstances, be obligated to expend more than the penal limit of its Payment Bond. Surety shall in no way be responsible for any payment obligations, debts, or failures undertaken by Completing Contractor and its surety. Nothing herein shall in any way expand or extend the Surety's liability under the Payment Bond.

9. **Insurance Requirements.** Completing Contractor shall comply with all Prime Contract insurance requirements as set forth in the Prime Contract. Completing Contractor must provide evidence of compliance with the insurance provisions of the Prime Contract to the Owner prior commencement of work on the Project.

10. **Opportunity to Inspect and Review.** Completing Contractor represents that it has received copies the Prime Contract, plans, and specifications and addenda thereto, together with all other documents comprising the Contract Documents as that term is defined in the Prime Contract. Completing Contractor further represents that it has diligently investigated and

inspected the Prime Contract and Project jobsite and is familiar with the condition thereof, the materials available but not yet incorporated into the Project, and the nature and scope of the work to be performed by Original Contractor, and that Completing Contractor has considered all such documents, conditions, and observations in making its proposal herein to complete the Prime Contract. Completing Contractor confirms that no representations with respect to same have been made by Surety, Owner, or any of their representatives. Owner nor Surety have made any warranties or representations, express or implied, to Completing Contractor with respect to the Prime Contract or the Project. Surety makes no representation or warranty regarding any future performance of any subcontractor or supplier, the availability of any leased equipment or facilities, or the availability of any materials supplied or to be supplied to the Project.

11. **Responsibility for Prime Contract.** Completing Contractor and its surety shall assume full, total, and complete responsibility for all obligations and work and materials to be incorporated into the Project pursuant to the Prime Contract requirements. Any change orders requested by the Completing Contractor on the new construction must be approved in accordance with the same procedure specified in the Prime Contract.

12. **Warranty.** Completing Contractor warrants all work performed under the Prime Contract according to the warranty terms of the Prime Contract. In addition, Completing Contractor agrees to adhere to the warranties and representations made by the Original Contractor under the Prime Contract, and further assumes all risks associated therewith and shall perform all warranty work that may be required.

13. **Prime Contract Balance.** The Surety and the Owner agree that the contract balance remaining under the Prime Contract is $2,909,291.89 (the "Contract Balance"). The Owner agrees to rededicate the entire remaining Contract Balance to payment of the Completing Contractor for completion of the Project.

14. **Performance Payment by Surety or Original Contractor.** The Original Contractor agrees a payment of $52,194.11 shall be made to Owner within thirty (30) calendar days of execution of this Agreement by the Owner, the Surety, Original Contractor, and the Completing Contractor (the "Performance Payment") in full settlement of the Performance Bond claim for the Prime Contract. If the Original Contractor fails to make payment within thirty (30) calendar days, the Surety shall make payment within an additional ten (10) calendar days thereafter. This amount represents the difference between the Contract Balance and the bid of the Completing Contractor and the amount of agreed to liquidated damages. The Owner agrees that this consideration is and shall be deemed full and final satisfaction of any and all claims against the Surety related to the Performance Bond or the Project including, without limitation, claims for delay damages, including but not limited to liquidated damages.

15. **Preservation of Penal Limit.** The Owner agrees that nothing herein shall be deemed to waive the limitation of the Surety's liability under the Performance Bond above and beyond the penal limit of the Performance Bond, except as provided in this Agreement.

16. **Payment.** Completing Contractor agrees to accept and the Owner agrees to pay Completing Contractor $2,921,736.00 for the Work, including the Completing Contractor's work in completion of the Prime Contract and in compliance with the terms of this Agreement. The

Owner shall pay Completing Contractor in the same manner and upon the same terms as set forth in the Prime Contract, and as modified by this Agreement.

17. **Mutual Release by Original Contractor, Owner, and Surety.** Effective upon complete execution of this Agreement, the Original Contractor, Owner, and Surety expressly release, acquit, and forever discharge each other, their heirs, successors and assigns, subsidiaries, parents or affiliates from any and all claims, rights, demands and/or causes of action of whatsoever kind which the Original Contractor, Owner, and Surety have or may claim to have against each other under and/or by reason of the Prime Contract and Performance Bond contingent on strict performance of obligations by the parties to this Agreement. Failure to comply with the requirements set forth in this Agreement will render this Agreement null and void as if it had not been entered into resulting in reinstatement of the obligations required under the Prime Contract and the Performance Bond by the Original Contractor and Surety, as applicable.

18. **Acceptance of Completing Contractor.** The Owner accepts Completing Contractor for the completion of the Prime Contract, including Completing Contractor's responsibility for all labor and material contemplated under the Prime Contract and this Agreement. The Owner conveys the Prime Contract, dated April 2, 2024 to the Completing Contractor and Completing Contractor accepts same with full rights and responsibilities as if the Completing Contractor had entered into a contract for the Work directly with the Owner.

19. **Project Schedule.** The New Performance Bonds, New Payment Bonds, and the Performance Payment must be provided in accordance with the timeframes set forth in this Agreement, but prior to commencement of Work. The time of performance of the Work of the Prime Contract pursuant to the terms of this Agreement shall be the following:

Commencement of Work:	September 1, 2025
Substantial Completion:	August 7, 2026
Final Completion:	September 4, 2026

In the event Completing Contractor does not achieve substantial completion of the Prime Contract within the time established as set forth above, or as modified by the Prime Contract terms or the terms of this Agreement, Completing Contractor shall be assessed delay damages as specified in the Prime Contract. Under no circumstances shall Surety be liable for the assessment of delay damages beyond those specified in this Agreement.

20. **Entirety of Agreement.** The Owner, Surety, and Completing Contractor hereby represent that this Agreement, including all documents incorporated herein by reference (including, but not limited to, the Prime Contract, all of its attachments, any and all documents incorporated into the Prime Contract) constitutes the complete agreement between the parties hereto. No oral understandings shall constitute any portion hereof. Notwithstanding any provision of this Agreement, nothing contained herein shall prevent the Owner and Completing Contractor from making changes to the Prime Contract pursuant to its terms. Notwithstanding any other provision of this Agreement, the Original Contractor agrees that the release provisions of this Agreement do not include or in any way modify or limit the General Application and Agreement of Indemnity Contractors Form dated May 30, 2014. Further, this Agreement shall

not release or in any way modify any other written agreements or documents executed by Original Contractor, Bertin J. Karpinski, Jr., and Susan Karpinski for the benefit of the Surety.

21. **No Owner or Surety Obligations.** The Owner and Completing Contractor expressly agree that Surety shall have no further obligations, liabilities, or responsibilities for contract administration in completion of the Prime Contract. Completing Contractor agrees that it shall not look to Owner or Surety for payment of any costs or expenses related to performance of the Work beyond those specified in the Prime Contract and this Agreement. Completing Contractor agrees that it will administer the Work solely with the Owner as if Completing Contractor had entered into the contract with the Owner for the Prime Contract in the first instance.

22. **Release of Surety by Completing Contractor.** Completing Contractor waives, releases, discharges and acquits Surety from any and all liability related in any way to the performance of the Work, the adequacy of the plans and specifications, the administration of the contract and any and all other claims it now has or may have, whether known or unknown, including those in the past, present or future. Surety and Completing Contractor acknowledge that this waiver is intended to include, without limitation, all claims that were or could have been raised, which the parties did not know of or suspect to exist regarding the Prime Contract, the Project and this Agreement and that this waiver contemplates extinguishment of all such claims that were or could have been raised.

23. **Construction.** The parties, together with their respective attorneys, participated in the drafting and preparation of this Agreement. Therefore, the Agreement shall not be construed in favor of or against any party on the basis that such party did or did not draft this Agreement or any attachment to it. If any covenant, term, or condition of this Agreement is illegal, invalid, or unenforceable for any reason, the illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remaining terms, covenants, conditions, or provisions of this Agreement.

24. **No Admission of Liability**. The parties agree that this Agreement is not an admission of liability by any party but is rather a compromise of disputed liability, the express purpose of which is to settle existing claims, preclude any additional claims, and avoid the uncertainties and costs of litigation.

25. **Authority.** The parties hereto warrant that they are authorized to execute this Agreement on behalf of their respective entities.

26. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. The parties do not intend by any provision hereof to create any third-party beneficiaries or to cover any benefit upon or enforce rights hereunder or otherwise upon anyone other than the parties hereto.

27. **Modifications.** No change, addition, alteration or amendments can be made to this Agreement unless made in writing and signed by all parties to the Agreement.

28. **Venue.** The parties hereby stipulate and agree that if it becomes necessary for any party to this Agreement to file any action in connection with this Agreement including,

without limitation, to enforce any breach of this Agreement, that such action shall be brought in Seminole County, Florida, and that venue is proper therein.

29. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by and controlled by the laws of the State of Florida, without giving effect to the principles of conflict of laws. The parties expressly waive any right to a trial by jury.

30. **Multiple Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original.

31. **Capacity and Authority.** The parties represent and warrant that: (a) they have the legal capacity and are duly authorized to execute and deliver this Agreement; (b) they have taken all action and obtained all consent, if any, necessary to authorize the execution and delivery of this Agreement; (c) this Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms; and (d) the execution and delivery of this Agreement does not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any materials agreement or instrument or any other provision of law, statute, or regulation to which they may be bound.

32. **Terms are Contractual.** The provisions of this Agreement are contractual and are not mere recitals.

33. **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement, or any provisions hereof.

EXECUTED as of the Effective Date.

SEMINOLE COUNTY

By: See attached signature page.
Name: _____
Title: _____

MERCHANTS BONDING COMPANY
(MUTUAL)

By: Chris J. McElroy
Name: Chris McElroy
Title: Claims Attorney

L7 CONSTRUCTION, INC.

By: _____
Name: _____
Title: _____

OVATION CONSTRUCTION COMPANY, INC.

By: _____
Name: _____
Title: _____

EXECUTED as of the Effective Date.

SEMINOLE COUNTY

By: _____
Name: _____
Title: _____

MERCHANTS BONDING COMPANY
(MUTUAL)

By: _____
Name: _____
Title: _____

L7 CONSTRUCTION, INC.

By: _____
Name: BRETT LEFEVER
Title: PRESIDENT

OVATION CONSTRUCTION COMPANY, INC.

By: _____
Name: Michael Provost
Title: President

EXECUTED as of the Effective Date.

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
DARREN GRAY, County Manager

Print Name

Date: 7/30/25

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its June 10, 2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

EXHIBIT A

JS|HELD

No.	Supplier	Qty.	Material
1	McDade Waterworks, Inc	2	36" X 24 " Open close electric actuators w/ valve position indicator, manual override handwheel & stem protector (80-SG-1, 80-SG-2) existing Rotork IQFM (verify)
2	McDade Waterworks, Inc	6	16" open close electric actuators w/ valve position indicator, manual override handwheel & stem protector; (80-v-1a, 80-v-1b, 80-v-2a, 80-v-2b, 80-v-4, 80-v-5)
3	McDade Waterworks, Inc	2	12" open close electric actuators w/ valve position indicator, manual override handwheel and stem protector; (80-v-1c, 80-v-2c) existing rotork iqt500fa10
4	McDade Waterworks, Inc	2	20" open close electric actuators w/ valve position indicator, manual override handwheel and stem protector; (80-v-1d, 80-v-2d) existing rotork iqt2000fa14
5	McDade Waterworks, Inc	13	6" flg ecc plug valve rect port awwa c517 pec, ss bearings, weld-in nickel seat pec,6,f1,ci1nbr1s20sbo*gs-6-hd8)(96564 92) (tag: 135, 171, 177, 197, 211, 237)
6	McDade Waterworks, Inc	2	10" flg ecc plug valve rect port awwa c517 pec, ss bearings, weld-in nickel seat pec,6,f1,ci1nbr,s20sbo*gs-12-hd16) (tag: 122)
7	McDade Waterworks, Inc	2	01' threaded air release valve (arv,11,200a,t1,di,r14-nbr-s2-s2-s2*)(966 8145) (tag: 93)
8	McDade Waterworks, Inc	8	02" threaded air release valve (sewage) (asr,2,450,t1,di1r12-nbr-s2-s2-s2*bfk) (9660486) (tag: 55, 143, 188, 224, 243)
9	McDade Waterworks, Inc	7	06" flg l&w swing check valve series 250 (cvs,6,250a,f1,dif,di-s11-s2-nbr*lw,del2 2)(9630570) (tag: 75, 134, 196)
10	McDade Waterworks, Inc	13	1/2" apollo cf8m ss thrd ball valve, 1000wog, #76f-103-01a (tag: 103, 152, 203,272)
11	McDade Waterworks, Inc	1	6" c153 mj 90, c/l, l/accys (tag: 108)
12	McDade Waterworks, Inc	1	8" c153 mj l/p sleeve, l/accys (tag: 112)
13	McDade Waterworks, Inc	1	08" x 06" c153 mj tee, c/l, l/accys (tag: 110)
14	McDade Waterworks, Inc	12	08" modulating electric actuators w/ valve position indicator, manual override handwheel and stem protector; (35-v-1 - 35-v-12) existing rotork iqt250fa10
15	McDade Waterworks, Inc	1	12" modulating electric actuator w/ valve position indicator, manual override handwheel and stem protector; (80-v-6) existing rotork iqt500fa10
16	McDade Waterworks, Inc	3	06" flg butterfly valve (baw,6,f1,ci,epdn-epdm,150b,di-s2*gs*6 b-hd8)(9704728) (tag: 78)
17	McDade Waterworks, Inc	8	02" threaded ecc plug valve rec port awwa c517 pec (pec,2,t1,s2,nbr,cr/lv,sb16) (tag: 54,142, 187, 223, 242)
18	TSC-Jacobs North	1	TAGS: 10-GC-1 Qty. (1) 18" Full Flare Weir End WEMCO Hydrogritter • Stainless steel tank • Stainless steel spiral, hardware, and supports • Stainless Steel Spiral Guard • Stainless Steel Spiral Single Pitch • ARS Wear Shoes • Stainless Steel driven assembly (belt driven with Fiberglass/Polyethylene belt guard) • Stainless steel sluice water valve with NEMA 4 Enclosure • 1 HP 1800 RPM Premium Efficient TENV Severe Duty Motor with 120V Space Heater • Qty 2 - Stainless steel side feedboxes Spare Parts: • 1 Set - Spare Drive Belts • 1 Set - LOWER BEARING KIT • 1 Set - LOWER BEARING TOOL • 1 Set - WEARSHOE & HARDWARE (DBL 18") • 1 Set - Spare liners Please refer to the enclosed Technical Offer 2105854 Item 10-GC-1, 10-GY-1 and 10-GY-2 for further details.
19	TSC-Jacobs North	2	TAGS: 10-GY-1, 10-GY-2 Qty. (2) 1000C Wemclone • Double 1000C Aluminum Wemclone with Neoprene liner (Quantity 2) • Stainless Steel Wemclone Hardware • Stainless Steel Wemclone support (for double Wemclone configuration) • 0-15PSI Wemclone Steel Pressure Gauge Spare Parts: • 1 Set - Spare Drive Belts • 1 Set - LOWER BEARING KIT • 1 Set - LOWER BEARING TOOL • 1 Set - WEARSHOE & HARDWARE (DBL 18") • 1 Set - Spare liners Please refer to the enclosed Technical Offer 2105854 Item 10-GC-1, 10-GY-1 and 10-GY-2 for further details.

No.	Supplier	Qty.	Material
20	TSC-Jacobs North	2	GRIT PUMPS - Tags: 10-P-1, 10-P-2 Qty. (2) 4" X 4" WEMCO MODEL C recessed impeller pump • High Chrome case, wear plate and impeller ((650+ BHN hardness) • 10 HP 1800 RPM premium efficiency, explosion proof, TEFC horizontal motor (NEMA Class 1, Division 2) with 3 N/C motor thermostats and 120V Space Heater. • Acrylic/graphite packing • 416 SST Shaft Sleeve • Cast Iron Gland housing • Bronze Gland • Fabricated steel, Side Mounted, belt driven baseplate with fiberglass/polyethylene guards • TB Woods variable speed (adjustable) Belts and Sheaves • Factory certified, non-witnessed hydrostatic and performance testing • Spare Parts per pump: o Packing o Bearings o Gaskets and Orings o Shaft Sleeves o Impeller o Shaft o Wearplate Please refer to the enclosed Technical Offer 2105854 Item 10-P-1 and 10-P-2 for further details.
21	TSC-Jacobs North	2	SLUDGE RETURN PUMPS - Tags: 110-P-3, 110-P-4 Qty. (2) 4" X 4" WEMCO MODEL C recessed impeller pump • High Chrome case, wear plate and impeller ((650+ BHN hardness) • 30 HP 1200 RPM premium efficiency, explosion proof, TEFC horizontal motor (NEMA Class 1, Division 2) with 3 N/C motor thermostats and 120V Space Heater. • Chesterton Double Mechanical Seal 255 TT/CT (Flush Plan by others) • 416 SST Shaft Sleeve • Cast Iron Gland housing • Bronze Gland • Fabricated steel, Direct-Connected baseplate with fiberglass/polyethylene guards for coupling • VIVA VS215 (VFD rated) Coupling • Factory certified, vibration, non-witnessed hydrostatic and performance testing • Spare Parts per pump: o Chesterton Seal o Bearings o Gaskets and Orings o Shaft Sleeves o Impeller o Shaft o Wearplate Please refer to the enclosed Technical Offer 2105854 Item 110-P-3 and 110-P-4 for further details.
22	TSC-Jacobs North	1	REXA X3R Actuator

Note: L7 to sign off acknowledging receipt of materials upon delivery from Ovation or their vendors

EXHIBIT B

DRAFT – NOT FOR EXECUTION

PAYMENT BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS that **[CONTRACTOR NAME]** **[Address, Phone No.]**, as Principal, and **[SURETY NAME]**, **[Address, Phone No.]**, as Surety, are held and firmly bound to Seminole County, Florida, **[Address, Phone No.]**, as Obligee, in the sum of _____ **and 00/100 Dollars ($_____.00)**, for the payment of which Principal and Surety do bind themselves, their heirs, executors, personal representatives, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal has agreed to perform construction services for the construction project titled _____, located at _____, which involves **[general description of the project]** ("Project"); and

WHEREAS, Principal entered into Contract No.: ___ with Obligee ("Contract"), which is hereby incorporated by reference and made a part hereof.

THE CONDITION OF THIS BOND is that if Principal:

a. Promptly makes payment to all claimants, as defined in Section 255.05(1), *Florida Statutes*, supplying Principal with labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the Contract;
b. Pays Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Obligee sustains because of Principal's failure to make payments to claimants; and
c. Defends, indemnifies, and holds Obligee harmless from any claims, demands, suits, or liens,

then the obligation of this Bond is void, otherwise, it remains in full force.

1. Surety's obligations to Obligee under this Bond shall be triggered upon Surety's receipt of Obligee's written correspondence notifying Principal and Surety of any claims, demands, liens, or suits against Obligee or the Project by any person or entity seeking payment for labor, materials, or equipment provided to Principal for use in performance of the Contract.
2. Upon Surety's receipt of Obligee's written notice identified in Paragraph 1, Surety shall promptly, and at its sole expense, defend, indemnify, and hold Obligee harmless against any claim, demand, lien, or suit by any person or entity seeking payment for labor, materials, or equipment provided to Principal for use in performance of the Contract.
3. Any changes in or under the Contract, including changes to time or price, are binding on Surety and will not affect Surety's obligation under this Bond. Any increase to the Contract price shall accordingly increase the amount of this Bond. Surety hereby waives its right to notice of any change to the Contract.
4. Any claim against this Bond by a claimant shall be submitted in accordance with Section 255.05, *Florida Statutes*. Any suit or action by a claimant pursuant to this Bond must be commenced in accordance with the time and notice provisions of Section 255.05(2) and

(10), *Florida Statutes.* Any suit or action pursuant to this Bond shall be instituted in the courts of Seminole County, Florida. Any suit or action pursuant to this Bond, except an action for recovery of retainage, must be instituted within one (1) year after the last day of furnishing labor, services, or materials by claimant.

5. Written notice to any party shall be delivered to the party's address identified on page one (1) of this Bond.
6. This Bond is intended to be construed as a statutory bond and not a common law bond. This Bond is furnished to comply with Section 255.05, *Florida Statutes* and shall be construed in accordance with the statute. The terms of this Bond are hereby amended and modified so all provisions and limitations of the statute, including conditions precedent, notice, and time limitations, are incorporated into this Bond. Any provisions of this Bond which conflict with or purport to grant coverage in excess of the minimum requirements of the statute are deemed deleted or amended such that the Bond provisions will provide the only the coverage specified in the statute. This Bond is unconditional. Consistent with Section 255.05, *Florida Statutes*, in any action brought to enforce a claim against this Bond, the prevailing party is entitled to recover a reasonable fee for the services of his or her attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party's costs.
7. The date of the Bond must not be prior to date of the Contract. If Principal is a joint venture, all venturers shall execute the Bond. If Principal is a partnership, all partners shall execute the Bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Obligee. All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign bonds must file with such bond a certified copy of their Power of Attorney to sign such bond. Agents of surety companies must list their name, address, and telephone number on all bonds.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this _____ day of _____, 20____.

PRINCIPAL:

_____ _____
Witness Name of Corporation

_____ By:_____
Printed Name

_____ _____
Witness Printed Name

_____ _____
Printed Name Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 202_, by _____, as _____ of _____.

My Commission Expires:

_____
(Signature of Notary)
Name:_____

(AFFIX OFFICIAL SEAL)
Notary Public, State of Florida
Serial No., If Any:_____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

SURETY:

_____	_____
Witness	Name of Corporation
_____	By:_____
Printed Name	
_____	_____
Witness	Printed Name
_____	_____
Printed Name	Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 202_, by _____, as _____ of _____.

My Commission Expires:

_____
(Signature of Notary)

Name:_____

(AFFIX OFFICIAL SEAL)
Notary Public, State of Florida
Serial No., If Any:_____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

PERFORMANCE BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS that **[CONTRACTOR NAME]** **[Address, Phone No.]**, as Principal, and **[SURETY NAME]**, **[Address, Phone No.]**, as Surety, are held and firmly bound to Seminole County, Florida, **[Address, Phone No.]**, as Obligee, in the sum of _____ **and 00/100 Dollars ($_____.00)**, for the payment of which Principal and Surety do bind themselves, their heirs, executors, personal representatives, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal has agreed to perform construction services for the construction project titled _____, located at _____, which involves **[general description of the project]** ("Project"); and

WHEREAS, Principal entered into Contract No.: ____ with Obligee ("Contract"), which is hereby incorporated by reference and made a part hereof.

THE CONDITION OF THIS BOND is that if Principal:

a. Promptly, fully, and completely performs the Contract in the time and manner prescribed in the Contract, and
b. Pays Obligee for any and all losses, damages, expenses, costs and fees, including direct, indirect, and consequential damages, that Obligee sustains as a result of any Principal Default,

then the obligation of this Bond is void, otherwise it remains in full force.

1. Surety's obligations under this Bond shall be triggered upon Surety's receipt of Obligee's written correspondence to Principal and Surety declaring a Principal Default and terminating the Contract.
2. Upon Obligee's declaration of a Default, Surety shall promptly and at its sole expense, proceed with one of the following:
    a. Arrange for the Principal to perform and complete the Contract in the time and manner prescribed in the Contract, but only if consented to by the Obligee;
    b. Perform and complete the Contract itself through an alternative contractor(s) or agent(s), that Obligee approves of, however, Surety may not use the defaulted Principal unless consented to by the Obligee;
    c. Procure bids or proposals from contractors acceptable to Obligee for performance and completion of the Contract; select a contractor that Obligee approves of; arrange for a contract to be executed by Obligee and contractor to be secured with payment, warranty, and performance bonds from a qualified surety in the same amounts as those issued on the Contract; pay the completion costs and pay damages to Obligee, as provided herein; however, Surety shall complete the foregoing actions no later than thirty (30) days after Surety's receipt of Obligee's written correspondence declaring a Principal Default; or

d. Make payment to Obligee in an amount that Obligee and Surety mutually agree upon; if Obligee and Surety cannot agree to the amount of the payment, then Surety must proceed with a different option under this Paragraph 2.

3. Within ten (10) days of Surety's receipt of Obligee's written notice of a Principal Default, Surety shall notify Obligee, in writing, which of the four (4) actions identified in Paragraph 2 that Surety will perform to remedy the Principal Default.
4. If Surety fails to promptly proceed as provided in Paragraph 2 and Paragraph 3, Obligee shall send written correspondence demanding that the Surety perform its obligations under the Bond ("Breach Correspondence"). If Surety fails to perform within seven (7) days of receipt of the Breach Correspondence, Surety shall be deemed in default under the Bond and Obligee shall be entitled to enforce any remedy available to it in law or in equity. If Surety makes payment pursuant to Paragraph 2.d and Obligee refuses the payment, Obligee shall be entitled to enforce any remedy available to it without further notice to Surety or Principal.
5. Pursuant to this Bond, Surety is responsible for the following:
    a. Principal's obligation to correct and replace defective work, including post completion warranty work, under the Contract;
    b. Principal's obligation to complete the Contract within the time specified in the Contract;
    c. Payment to the Obligee of direct damages, indirect damages, and consequential damages, including but not limited to attorney's fees and costs and design professional fees, resulting from a Default;
    d. Payment to Obligee of direct damages, indirect damages, and consequential damages resulting from Surety's actions or inaction under Paragraph 4;
    e. Liquidated damages, or if no liquidated damages are provided under the Contract or if liquidated damages have not yet accrued, Obligee's actual delay damages resulting from Principal's delayed performance or nonperformance.

    Surety and Obligee agree that any damages waiver in the Contract shall not bar Obligee's recovery of the damages identified in this Paragraph.

6. If Surety chooses to perform pursuant to the Paragraphs 2(a), 2(c), or 2(d), Surety's liability shall be limited to the amount of this Bond.
7. Surety shall not be responsible for obligations unrelated to the Contract. The Balance of the Contract Price shall not be reduced by any amount unrelated to the Contract. No right of action on this Bond shall accrue to any person or corporation other than the Obligee named herein or its heirs, executors, administrators, successors, and assigns.
8. Any changes in or under the Contract, including changes to time or price, are binding on Surety and will not affect Surety's obligation under this Bond. Any increase to the Contract Price shall accordingly increase the amount of this Bond. Surety hereby waives its right to notice of any change to the Contract.
9. Any proceeding under this Bond shall be instituted in the courts of Seminole County, Florida and shall be instituted within the notice and time limitation provisions in Section 255.05, *Florida Statutes.*

10. In the event any provision of this Bond conflicts with applicable legal or statutory authority, the provision shall be deemed deleted and a conforming provision shall be deemed incorporated herein.
11. This Bond is intended to be construed as a statutory bond and not a common law bond. This Bond is furnished to comply with Section 255.05, *Florida Statutes* and shall be construed in accordance with the statute. The terms of this Bond are hereby amended and modified so all provisions and limitations of the statute, including conditions precedent, notice, and time limitations, are incorporated into this Bond.
12. This Bond shall remain in effect through the expiration of the warranty period specified in the Contract.
13. Written notice to any party shall be delivered to the party's address identified on page one (1) of this Bond
14. The following definitions govern this Bond:
    a. **Contract Price**. The total amount payable by the Obligee to the Principal for complete and full performance of the Contract.
    b. **Balance of the Contract Price.** The Contract Price less all payments made on behalf of Obligee to Principal.
    c. **Principal Default.** Principal's failure to perform or comply with a term of the Contract.
15. The date of the Bond must not be prior to date of the Contract. If Principal is a joint venture, all venturers shall execute the Bond. If Principal is a partnership, all partners shall execute the Bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Obligee. All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign bonds must file with such bond a certified copy of their Power of Attorney to sign such bond. Agents of surety companies must list their name, address, and telephone number on all bonds.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this _____ day of _____, 20____.

PRINCIPAL:

_____ Witness

_____ Printed Name

_____ Witness

_____ Printed Name

_____ Name of Corporation

By:_____

_____ Printed Name

_____ Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____ 202_, by _____, as _____ of _____.

My Commission Expires:

_____ (Signature of Notary)

Name:_____

(AFFIX OFFICIAL SEAL)
Notary Public, State of Florida
Serial No., If Any:_____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

SURETY:

_____	_____
Witness	Name of Corporation
_____	By:_____
Printed Name	
_____	_____
Witness	Printed Name
_____	_____
Printed Name	Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 202_, by _____, as _____ of _____.

My Commission Expires:

_____
(Signature of Notary)

Name:_____

(AFFIX OFFICIAL SEAL)
Notary Public, State of Florida
Serial No., If Any:_____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

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

File Number: 2025-725

Title:

Approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code and approve and authorize the Chairman to execute the Contract between Seminole County and the State of Florida Department of Health for Operation of the Seminole County Health Department Contract Year 2025-2026 in the amount not to exceed $807,970. Countywide **(Allison Thall, Community Services Director)**

Division:

Community Services - Community Health

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Kelly Welch/407-665-2391

Background:

Pursuant to Chapter 154, Florida Statutes, the intent of the Legislature is to promote, protect, maintain, and improve the health and safety of all citizens and visitors of the State of Florida through a system of coordinated county health department services. Annually, the FDOH-Seminole reviews existing fee schedules to ensure appropriate fees are charged for FDOH-Seminole services. The FDOH-Seminole proposes to repeal and replace the current Fee Schedule Resolution in the County Administrative Code. The Fee Schedule Resolution includes revisions to existing services offered by the FDOH-Seminole.

Each year, Seminole County contracts with the State of Florida Department of Health to provide funding and health services specified by the State to be delivered to the residents of Seminole County. The appropriation by Seminole County for FY2025-2026 is an amount not to exceed $807,970 which is the same level of commitment as the County provided under the FY2023-2024 and FY2024-2025 contracts.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution adopting the Florida Department of Health in Seminole County (FDOH-Seminole) Fee Schedule update to the Administrative Code and approve and authorize the Chairman to execute the Contract between Seminole County and the State of Florida Department of Health for Operation of the Seminole County Health Department Contract Year 2025-2026 in the amount not to exceed $807,970 to ensure continued coordination between the State and the County in the operation of the County Health Department and for the provision of services.

RESOLUTION NO. 2025-R-_____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING SECTION 20.26 (HEALTH DEPARTMENT) OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 154.06, Florida Statutes (2024), as this statute may be amended from time to time, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

WHEREAS, the County Health Department is requesting modification of the fees charged in certain primary care, community public health, and environmental services provided; and

WHEREAS, the fees established in the fee schedule represent the maximum charge for each service but may be adjusted on a sliding scale based upon the income of the recipient of the services, pursuant to State of Florida guidelines.

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

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 Resolution.

Section 2. Section 20.26 of the Seminole County Administrative Code is amended as identified in the attached revised Fee Resolution. Said amendment is attached to this Resolution and incorporated as Exhibit A.

Section 3. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

Attachment:
Exhibit A – Section 20.26

Authority: Section 154.06, Florida Statutes

RM/sjs
7/17/25
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SECTION 20. FEE RESOLUTIONS

20.26 HEALTH DEPARTMENT

A. PURPOSE. To establish public health service fees in order to expand existing public health services to the community at large.

B. PRIMARY CARE SERVICES.

(1) All Primary Care services will be charged on a fee-for-service rate based on local-cost-comparison of similar services and will not be less than current Medicaid rate nor more than Medicare rate if the service is covered by either payer. The fee will be derived by considering the type of visit, the client sliding fee scale, if applicable, based on Federal OMB guidelines and the current State Medicaid Rate. Proof of active Medicaid coverage will be accepted as full payment in lieu of charges for any service that is covered under the Medicaid program.

(2) School Physicals - $30.00 per child (includes completion of School Health Entry Form). Replacement Forms - $10.00 each.

(3) Sports Physicals - $60 (includes EKG and completion of client sports physical form).

(4) Dental Clinic - Dental services are offered for children ages five (5) through twenty (20) years. Limited dental services are available for adults twenty-one (21) years and over. Children and adults who do not have valid Medicaid will be charged 160% of the Medicaid fee for dental services, with an option of applying for eligibility for sliding scale fees.

	Procedure	160%-of the Child Medicaid Fee for Service
(a)	Comprehensive Exam	$38.00
(b)	Limited Exam	$19.00
(c)	PA x-ray	$10.00
(d)	2 Bitewing x-rays	$21.00
(e)	4 Bitewing x-rays	$26.00
(f)	Panoramic x-ray	$71.00
(g)	Full Mouth Debridement (basic cleaning)	$124.00
(h)	Prophylaxis (polishing)	$43.00
(i)	Fluoride Varnish	$26.00

	(j)	Resin, Anterior (1 surface) filling	$81.00
	(k)	Resin, Anterior (2 surface) filling	$93.00
	(l)	Resin, Anterior (3 surface) filling	$105.00
	(m)	Resin, Posterior (1 surface) filling	$74.00
	(n)	Resin, Posterior (2 surface) filling	$98.00
	(o)	Resin, Posterior (3 surface) filling	$121.00
	(p)	Oral Hygiene Instruction	$14.00
	(q)	Pulp Cap Direct	$31.00
	(r)	Pulp Cap Indirect	$26.00
	(s)	Sedative Filling	$43.00
	(t)	Extraction (Simple) / includes supply costs	$100.00
	(u)	Sealants (per tooth)	$31.00
	(v)	Pulpotomy	$119.00
(5)		Pregnancy Test (urine or serum) - Nurse Consultation * The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. Pregnancy Statement Replacement	$50.00 $15.00
(6)		Pregnancy Test – under Age 19	No Charge
(7)		Thin-Prep PAP laboratory test	$35.00
(8)		Family Planning Initial or Annual Exam	$100.00
(9)		Family Planning Counseling and Supply Visit	$50.00
(10)		Adult Physical~~—~~ / Men's Health Physical – College/Employment (Exclusions Apply) ~~(Exclusions Apply)~~	$50.00
(11)		Adult Health Screening Labs	$35.00

C. COMMUNITY PUBLIC HEALTH SERVICES

~~(1)~~		~~Tuberculin (TB) Skin Test, with reading and nurse assessment.~~	~~$40.00~~

~~(2)~~	~~Tuberculosis (TB) Symptom Assessment for previous positive reactors~~	~~$25.00~~
~~(3)~~(1)	Chest x-ray	$50.00
~~(4)~~(2)	Quantiferon Gold TB Test	$60.00
~~(5)~~	~~TB Patient FMLA or Disability Forms Completion~~	~~$25.00~~
~~(6)~~(3)	Hepatitis Panel Testing (If not funded by Hepatitis Program)	$25.00
~~(7)~~(4)	Sexually Transmitted Diseases	
(a)	Exam and Testing - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged.	$110.00
(b)	STD screening tests including: Syphilis, HIV, Chlamydia and Gonorrhea for asymptomatic clients.	$55.00
(c)	STD exam only	$55.00
(d)	Cryo Wart Removal (No Eligibility)	
	One (1) Wart	$55.00
	Two (2) to Five (5) Warts	$90.00
	Six (6) to Ten (10) Warts	$125.00
	Eleven (11) or more Warts	$180.00
(e)	Testing for HIV I Antibodies Routine Serum or Rapid	$20.00
(f)	Herpes (HSV 1 or 2) Serum – No Eligibility	$35.00
(g)	Herpes Culture and Typing – No Eligibility	$26.00
(h)	Anal Pap	$47.00
(i)	Herpes (HSV-1 and HSV-2) (No Eligibility)	$53.00
(j)	Aptima Trich (No Eligibility)	$38.00
(k)	Treatment Only Visit	$23.00

* Services provided regardless of ability to pay.

~~(8)~~(5) HIV Post Exposure Prophylaxis/Non-Occupational Post Exposure Prophylaxis

Exam and Testing – The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges.

(a)	Provider exam and consult; STD screening test and lab processing fee for the following: syphilis, HIV, hepatitis panel, CMP, chlamydia and gonorrhea (site of exposure)	$110.00
(b)	Pregnancy Test	$10.00

~~(9)~~(6) Immunization services for children and adults including international travel consults and vaccinations, recommended adult immunizations, form completions and replacements:

Adults

(a)	Prevailing vaccine cost rounded up to the nearest dollar	
(b)	Vaccine administrative fee:	$25.00
(c)	College Entry Immunization Forms Administrative Form Processing Fee	$24.00

Children

(a)	(i)	Vaccine at no cost Vaccine and Form processing administrative fee (except Medicaid)	$25.00
	(ii)	Replacement Form (except Medicaid)	$10.00
	(iii)	Recommended vaccines for children 2 months through 18 years eligible for Vaccines for Children Program (VFC)	No Charge
	(iv)	Required vaccines for school/daycare entry through 18 years	No Charge

Travel

(a)	Travel vaccines at 125% cost to CHD	
(b)	Travel Consult Fee (a minimum of thirty (30) minutes of consult time and printed travel information regarding disease prevention) (fee waived per additional family member)	$60.00
(c)	Administrative form replacement for Yellow Fever Certificate	$10.00
(d)	Malaria prevention prescription fee	$25.00
(e)	Vaccine administrative fee	$24.00

Special Events

(a)	Special immunization clinics for populations at risk for complications of infection from vaccine preventable diseases, including flu, pneumonia and others as indicated through surveillance and reporting.	No Charge for Vaccine & Services

~~(10)~~(7) Laboratory Services: Prevailing lab cost and specimen collection fee.

Specimen Collection Fee: $20.00

~~(11)~~(8) Community Health and Wellness Program Activity (The fee shall cover the cost of community health and wellness program activities and/or program fees, not to exceed $50.00 above actual cost per unit for production and delivery of materials and services. Fees are based on the scope and duration of activity.) $50.00

~~(12) HIV Class/Seminar registration (per person)~~

~~HIV 501 Update~~	~~$15.00~~
~~HIV 500~~	~~$25.00~~
~~HIV 501~~	~~$75.00~~

~~(13)~~(9) American Heart Association – CPR/AED Basic Life Support Courses for Healthcare Professionals: a 4-hour course that covers Adult, Child, and Infant one-rescuer CPR AED, as well as focused emphasis on team work with the Adult, Child, and Infant two-person rescue. Topics also include Rescue Breathing and Foreign Body Airway Obstruction. $30.00

~~(14)~~(10) Adult Health Screenings – includes: registration, lab, and blood pressure check, return appointment for consultation of lab results and referrals (PCP/ Clinics/Smoking Cessation/AA/Mental Health/IMMS/ Dental and Medicaid and other financial assistance) (Does not include physical exam by licensed provider) $38.00

D. VITAL STATISTICS:

(1) Birth Certificates:

County Fee	$10.00
State Fee pursuant to Section 382.025, FS (Surcharge for Certificates Issued by Local Registrars)	$ 3.50
State Surcharge, Child Welfare Training Trust Fund	$ 1.50
Total Fee for Birth Certificates	$15.00

(2) Additional Copies $8.00

(3) Protective covers $3.00

(4) Death Certificates - Certified Copy $10.00

(5) Additional Copies $5.00

(6) Fee to Expedite $10.00

(7) Notary Services $10.00

E. MEDICAL RECORDS:

Copying of Medical Record (per page) No charge

F. PUBLIC RECORDS:

Copying of Public Record (per page) No charge

G. ENVIRONMENTAL HEALTH SERVICES: The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

(1) Water

(a)	Health Department Laboratory analysis per sample	$20.00
(b)	Chemical sampling per site visit	
	State Fee	$60.00
	County Fee	$20.00
	Total	$80.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	$50.00
	County Fee	$20.00
	Total	$70.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	$70.00
	County Fee	$10.00
	Total	$80.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	$90.00
	County Fee	$30.00
	Total	$120.00
	State Fee (Renewal)	$90.00
	County Fee	$30.00
	Total	$120.00
(f)	Private potable well and private irrigation well permit	
	State Fee	~~$200.00~~ $ 0.00
	County Fee	~~$ 50.00~~ $135.00
	Total Fee	~~$250.00~~ $135.00
(g)	Private potable well and private irrigation well abandonment permit	
	State Fee	$ 0.00
	County Fee	~~$150.00~~ $ 45.00
	Total Fee	~~$150.00~~ $ 45.00

(h)	Irrigation well (non-potable)	
	State Fee	$ 0.00
	County Fee	$80.00
	Total Fee	$80.00
(i)	Modification / Repair	
	State Fee	$ 0.00
	County Fee	$50.00
	Total Fee	$50.00
~~(h)~~(j)	Private potable well and private irrigation well variances	
	State Fee	$100.00
	County Fee	$ 50.00
	Total Fee	$150.00
(k)	Monitoring Wells	
	State Fee	$ 0.00
	County Fee	$45.00 / per well
	Total Fee	$45.00 / per well (up to 10 sites)
(l)	Limited-use Commercial Well	
	State Fee	$ 0.00
	County Fee	$200.00
	Total Fee	$200.00
(m)	Public Water Supply	
	State Fee	$ 0.00
	County Fee	$250.00
	Total Fee	$250.00

(2) Swimming Pools and Bathing Places

(a)	Annual operating permit - up to and Including 25,000 gallons	$125.00
	State Fee	$ 0.00
	County Fee	$ 50.00
	Total	$175.00
(b)	Annual operating permit - more than 25,000 gallons	$250.00
	State Fee	$ 0.00
	County Fee	$100.00
	Total	$350.00
(c)	Late fee - (on permits paid after June 30)	
	County Fee	$50.00

(d)	Re-inspection Fee per each re-inspection	
	County Fee	$50.00
(e)	Exempted Condo Pools	
	State Fee	$50.00
	County Fee	$25.00
	Total	$75.00

(3) Septic Tanks (Onsite Sewage Treatment and Disposal Systems) (OSTDS)

(a)	New septic tank	
	State fee pursuant to Chapter 62-6, F.A.C.	$350.00
	County Fee	$ 75.00
	Total fee for standard or filled septic tank	$425.00
(b)	Septic Tank Modification(s)	
	State fees pursuant to Chapter 62-6, F.A.C.	$330.00
	County Fee	$ 70.00
	Total fee for Septic Tank Modification(s)	$400.00
(c)	Septic tank repair permit	
	State fee pursuant to Chapter 62-6, F.A.C	$300.00
	County Application Fee	$ 50.00
	Total fee for septic tank repair permit	$350.00
(d)	Re-inspection fee per each non-compliance re-inspection	
	State Fee pursuant to Chapter 62-6, F.A.C.	$ 50.00
	County Fee	$ 50.00
	Total	$100.00
(e)	Septic System Abandonment Permit	
	State Fee	$ 50.00
	County Fee	$ 75.00
	Total	$125.00
(f)	Variance Application for a Single Family Residence per each lot or building site	
	State Fee	$200.00
	County Fee	$100.00
	Total	$300.00
(g)	Variance Application for a Multi-family or Commercial building per each building site	
	State Fee	$300.00
	County Fee	$100.00
	Total	$400.00

(h)	Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting		
	(i)	Plan Review	
		State Fee	$ 0.00
		County Fee	$90.00
	(ii)	Soil Profile Fee	
		State Fee	$ 0.00
		County Fee	$125.00
(i)	Late Fees for Delinquent Onsite Sewage Operating Permits		
		County Fee	$75.00
(j)	Permit amendment		
		State Fee	$ 90.00
		County Fee	$ 45.00
		Total	$135.00
(k)	Voluntary timed inspection		
		State Fee	$ 0.00
		County Fee	$100.00
		Total	$100.00
(l)	Site Re-Evaluation Fee		
		State Fee	$ 75.00
		County Fee	$ 25.00
		Total	$100.00
(m)	Aerobic Treatment Unit Maintenance Annual Permit		
		State Fee	$25.00
		County Fee	$50.00
		Total	$75.00
(n)	Aerobic Treatment Unit Operation Permit (every 2 years)		
		State Fee	$100.00
		County Fee	$ 50.00
		Total	$150.00
(o)	~~Annual~~ Biennial Operating Performance Permits for Performance Based Systems		
		State Fee	$100.00
		County Fee	$100.00
		Total	$200.00

(p) Annual Operating Permit
Industrial/Manufacturing or Commercial
Sewage Waste

State Fee	$150.00
County Fee	$ 75.00
Total	$225.00

(q) Existing System Evaluations

(i) Inspected within last three (3) years

State Fee	$ 50.00
County Fee	$ 50.00
Total	$100.00

(ii) Not inspected within last three (3) years

State Fee	$ 85.00
County Fee	$ 50.00
Total	$135.00

(r) Springs Protection Act Priority Focus Area
Additional review, permitting, and inspections required for nitrogen reducing systems.

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(4) Food Service

(a) Late renewal of Annual Certificates

State Fee	$25.00
County Fee	$20.00
Total	$45.00

(b) Alcoholic Beverage Establishment Inspection

State Fee	$190.00
County Fee	$ 20.00
Total	$210.00

(c) Reinspection Fee (1st)

State Fee	$75.00
County Fee	$ 0.00
Total	$75.00

(d) Annual Permit – Adult Living Facilities

State Fee	$135.00
County Fee	$ 65.00
Total	$200.00

(e)	Annual Permit – Schools	
	State Fee	$200.00
	County Fee	$100.00
	Total	$300.00
(f)	Annual Permit – Civic Organizations	
	State Fee	$190.00
	County Fee	$100.00
	Total	$290.00
(g)	Annual Permit – Detention Centers & Jails	
	State Fee	$250.00
	County Fee	$ 50.00
	Total	$300.00
(h)	Food Service Plan Review	
	State Fee/hour (1 hour minimum)	$40.00
	County Fee	$50.00
	Total/hour (1 hour minimum)	$90.00
(i)	Limited Food Service Operation	
	State Fee	$110.00
	County Fee	$ 50.00
	Total	$160.00
(j)	Vending Machine	
	State Fee	$ 85.00
	County Fee	$ 25.00
	Total	$110.00
(k)	Temporary Food Service Event Sponsor	
	State Fee	$100.00
	County Fee	$ 50.00
	Total	$150.00
(l)	Temporary Food Service Event – Vendor/Booth	
	State Fee	$ 50.00
	County Fee	$ 50.00
	Total	$100.00

(5) Other Services

(a) Tanning Facilities

Annual Permit State Fee	$150.00
County Fee	$ 0.00
Total	$150.00

Fee for each additional device

State Fee	$55.00
County Fee	$ 0.00
Total	$55.00

Re-inspection fee per each re-inspection

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

Plan Review (new permits only)

State Fee	$ 0.00
County Fee	$65.00
Total	$65.00

(b) Body Piercing

Annual Permit

State Fee	$150.00
County Fee	$ 0.00
Total	$150.00

Temporary Establishment

State Fee	$75.00
County Fee	$ 0.00
Total	$75.00

Re-Inspection fee per required re-inspection

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

Plan Review (new permits only)

State Fee	$ 0.00
County Fee	$65.00
Total	$65.00

(c) Tattoo Establishments and Tattoo Artists

(i) Tattoo Establishment License

State Fee	$200.00
County Fee	$ 50.00
Total	$250.00

(ii) Tattoo Artist License

State Fee	$ 60.00
County Fee	$ 50.00
Total	$110.00

(iii) Reactivation Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(iv) Guest Tattoo Artist Registration (Appearing at fairs, festivals or other limited time events):

State Fee	$35.00
County Fee	$50.00
Total	$85.00

(v) Reinspection Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(d) Group Care Homes and Facilities

(i) Residential Group Home(s)
Voluntary request for inspection -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(ii) Adult Living Facilities
General sanitation inspection as required by Agency for Health Care Administration -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(iii) Day Care Centers
Annual general sanitation inspections -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(iv) Reinspection Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(e) Schools: Semi-annual environmental health inspection of school facilities (Annual Fee)

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(f) Housing and Public Buildings
Adult Entertainment Light meter reading

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(g) Indoor Air Inspection

State Fee	$ 0.00
County Fee	$60.00
Total	$60.00

(i) Any inspection mandated by State not set forth in paragraph (5)

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(j) Biomedical Waste Permits

State Fee	$ 85.00
County Fee	$ 50.00
Total	$135.00

Plan Review (new permits only)

State Fee	$ 0.00
County Fee	$65.00
Total	$65.00

(k) Mobile Home Parks

(i) State Fee (up to 25 spaces) $100.00
County Fee (up to 25 spaces) $ 50.00
Total $150.00

(ii) State Fee (26-149 spaces) $ 4.00 per space
County Fee (26-149 spaces) $100.00 per park

(iii) State Fee (150 spaces and over) $600.00
County Fee (150 spaces and over) $100.00
Total $700.00

(iv) Reinspection Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(v)	Plan Review (new permits only)	
	State Fee	$ 0.00
	County Fee	$65.00
	Total	$65.00
(l)	Migrant Labor Camp Inspection	
	State Fee	$150.00
	County Fee	$ 0.00
	Total	$150.00

H. ACADEMIC INTERNSHIP.

Fee for fingerprinting and Level 2 Background Screening, per person (Required in accordance with Section 435.04, Florida Statutes)	$37.25

I. AUTHORITY. Resolution 2004-R-23 adopted February 10, 2004
Resolution 2006-R-130 adopted June 13, 2006
Resolution 2006-R-213 adopted September 26, 2006
Resolution 2007-R-170 adopted September 25, 2007
Resolution 2008-R-219 adopted September 23, 2008
Resolution 2009-R-191 adopted October 13, 2009
Resolution 2010-R-196 adopted September 28, 2010
Resolution 2011-R-1 adopted January 11, 2011
Resolution 2011-R-187 adopted October 11, 2011
Resolution 2012-R-164 adopted September 11, 2012
Resolution 2013-R-221 adopted September 24, 2013
Resolution 2014-R-39 adopted February 11, 2014
Resolution 2014-R-76 adopted April 8, 2014
Resolution 2014-R-160 adopted August 26, 2014
Resolution 2015-R-39 adopted February 24, 2015
Resolution 2015-R-157 adopted September 22, 2015
Resolution 2016-R-136 adopted September 13, 2016
Resolution 2017-R-153 adopted September 26, 2017
Resolution 2018-R-123 adopted September 25, 2018
Resolution 2020-R-04 adopted January 14, 2020
Resolution 2020-R-143 adopted December 8, 2020
Resolution 2022-R-13 adopted January 25, 2022
Resolution 2023-R-2 adopted January 10, 2023
Resolution 2023-R-20 adopted February 28, 2023
Resolution 2023-R-124 adopted November 14, 2023
Resolution 2025-R- adopted

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-728

Title:

Accept the grant award for FY 2024 Continuum of Care Grant Renewal from the U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care (CoC) /Shelter Plus Care Grant Program in the amount of $916,047 and authorize the Chairman to sign and execute the agreement on behalf of the County in accordance with Administrative Code Sections 1.10 and 22.20 D (1) d. Countywide. **(Allison Thall, Community Services Director)**

Division:

Community Services - Community Assistance

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Carrie Longsworth/407-665-2389

Background:

The HUD Continuum of Care Grant Program, formerly known as the Shelter Plus Care Program, provides rental assistance and supportive services for chronically homeless households, primarily those who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have Acquired Immunodeficiency Syndrome (AIDS) and related diseases and their families.

In March 2025, the Community Services Department received approval from HUD for a renewal grant award in the amount of $916,047 to continue to provide rental assistance and supportive services for the above-mentioned population.

Requested Action:

Staff requests the Board accept the grant award for FY 2024 Continuum of Care Grant Renewal from the U.S. Department of Housing and Urban Development (HUD) for the Continuum of Care (CoC) /Shelter Plus Care Grant Program in the amount of $916,047 and authorize the Chairman to sign and execute the agreement on behalf of the County in accordance with Administrative Code Sections 1.10 and 22.20 D (1) d.

Countywide.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 West Bay Street
Suite 1015
Jacksonville, FL 32202

Grant Number: FL0307L4H072416
Recipient's Name: Seminole County Government
Tax ID Number: 59-6000856
Unique Entity Identifier [SAM]: JPJLF4QHYR13
Federal Award Date: 7/1/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Seminole County Government (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $916,047, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
FL0307L4H072416	12 months	10-01-2025 - 09-30-2026	10-01-2025 - 09-30-2026	$916,047

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$885,492
g. Supportive services	$10,700
h. Operating costs	$0
i. Homeless Management Information System	$0
j. Administrative costs	$19,855
k. Relocation costs	$0
l. VAWA Costs	$0
m. Rural Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

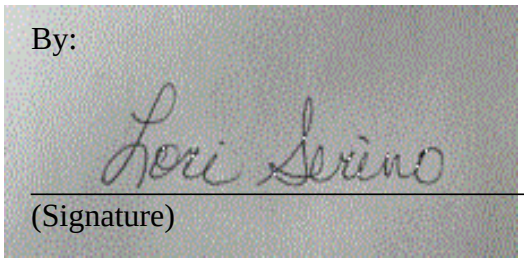
1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By: 

(Signature)

Lori Serino, Director
(Typed Name and Title)

July 1, 2025
(Date)

RECIPIENT

Seminole County Government
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient: Seminole County Government

3. Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.

Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate

4. Submission Type (check only one):
☒ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:
**Under penalty of perjury, I certify on behalf of the Applicant/Recipient that
(1) all information provided on this form is true, complete, and accurate, and
(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____

Date: _____

Name:

Title:

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, “15%”), the type of direct cost base to be used (for example, “MTDC”), and the type of rate (“predetermined,” “final,” “fixed,” or “provisional”). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

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

File Number: 2025-737

Title:

Approve and authorize Romano Law Group to cast a ballot on behalf of Seminole County to accept the Plan outlined in the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its associated debtors. Countywide **(Allison Thall, Community Services Director)**

Division:

Community Services - Community Health

Authorized By:

Allison Thall, Community Services Director

Contact/Phone Number:

Kelly Welch/407-665-2391

Background:

In September 2019, Purdue Pharma and subsidiaries filed a voluntary petition for relief under Chapter 11 of title 11 of the U.S. Bankruptcy Code and later submitted the 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors, dated July 1, 2025, which includes information including the manner in which funds will be allocated to eligible subdivisions. Romano Law Group previously submitted proof of claim on behalf of Seminole County; thus, Seminole County is eligible to vote on approval of the plan.

According to Romano Law Group: ‘The current proposed bankruptcy plan will provide approximately $8 billion over 15 years to resolve opioid-related claims, including $6.5 billion from the Sackler family. The plan has broad support from all 50 states, as it represents a favorable resolution that will maximize the funds available from Purdue and the Sacklers. The Court will hold a hearing to consider approval of the plan in November.’

Community Services concurs with the recommendation from the Romano Law Group to ACCEPT the plan to maximize the funds available to Seminole County and use the funds to expand substance use disorder mitigation services to Seminole County

residents. Please note that accepting the plan will release all claims against Purdue, its affiliated companies, and the Sackler family in exchange for receipt of funds allocated to Seminole County.

Requested Action:

Staff requests the Board approve and authorize Romano Law Group to cast a ballot on behalf of Seminole County to ACCEPT the plan outlined in the 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and it's associated debtors. Due to its size (702 pgs.), said plan is available for viewing in the County Attorney's Office.

File Number: 2025-768

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-050 in the Water & Sewer Refunding Bond, Series 2025A Fund to appropriate funding in the amount of $668,114.30 for the Bond Issuance Costs and Underwriter's Discount. Countywide **(Timothy Jecks, Management & Budget Director)** - Requesting Department - Resource Management

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Wendy Aviles/407-665-7182

Background:

On June 10, 2025, the Board approved a Resolution authorizing the issuance of the Water & Sewer Revenue Refunding Bond, Series 2025A. The bond was issued to refund the Water & Sewer Revenue Bond, Series 2010A and the Water & Sewer Revenue Refunding Bond, Series 2015A.

Preclosing (signing of all official documents) for the Series 2025A Bonds was held on July 23, 2025. The final closing and disbursement of funds for the Series 2025A Bonds was held on July 24, 2025. Bond proceeds include a par amount of $96,055,000 and premium of $10,515,921.30 for a total of $106,570,921.30.

Other Sources of Funds include Accrued Principal and Interest of $9,395,000 and the release of debt service reserve funds totaling $14,008,275, which was transferred from the reserve fund to the Paying Agent/Escrow Agent.

The Underwriters discount totaling $253,526.26 and a Good Faith Deposit of $971,550 was withheld from the amount transferred to the Paying Agent/Escrow Agent (the County will retain $414,588.04 to cover Costs of Issuance, representing the remaining balance of the Good Faith Deposit after the transfer of $556,961.96 to the Paying

Agent/Escrow Agent).

The net amount transferred to the Paying Agent/Escrow Agent from the Underwriters discount is 105,345,845.04 to be held in Escrow until the 2025A Bond series become callable on October 21, 2025.

The Net Present Value Savings is $5,713,495.44.

Staff is requesting authorization of the attached Budget Amendment Request (BAR) #25-050 to recognize the Water and Sewer Revenues Refunding Bond, Series 2025A transaction. The BAR reflects the Costs of Issuance totaling $414,588.04 and the Underwriters Discount.

The remaining transaction will be recorded on the balance sheet in accordance with Governmental Accounting and Financial Reporting for Enterprise Fund Refunding of Bonds.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-050 in the Water & Sewer Refunding Bond, Series 2025A Fund to appropriate funding in the amount of $668,114.30 for the Bond Issuance Costs and Underwriter’s Discount.

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-050**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: UTILITIES / WATER UTILITIES ENGINEERING

Fund(s): 40125 W&S REFUNDING BOND, SERIES 2025

RM Recommendation	
W. AVILES	7/24/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:
To appropriate revenue proceeds and expenditure budgets for Bond Issuance Costs and Underwriter's Discount for the issuance of the Water & Sewer Revenue Refunding Bond, Series 2025 for the refunding of Series 2010A and 2015A.

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	40125	090348	385100		PROCEEDS OF REFUNDING BONDS			668,114.30
Revenue								
Revenue								
Revenue								
						Total Sources		**668,114.30**
Expenditure	40125	090348	570750		BOND ISSUANCE COSTS	7309999901		414,588.04
Expenditure	40125	090348	570755		UNDERWRITER'S DISCOUNT	7309999901		253,526.26
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		668,114.30
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**668,114.30**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-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

Jay Zembower, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

TO: Working Group

FROM: BofA Securities, Inc.

DATE: July 21, 2025

RE: ***Final Closing Instructions***
Seminole County, Florida, Water and Sewer Revenue Refunding Bonds, Series 2025A

Time and Location of Pre-Closing:

The pre-closing will be held on Wednesday, July 23, 2025, commencing at 9:30 a.m. Eastern Time at the County's offices:

1101 E. 1st Street, Conference Room 3026
Sanford, Florida 32771

Time and Location of Closing:

The closing will be held on Thursday, July 24, 2025, commencing at approximately 10:00 a.m. Eastern Time, at which time wire transfers will be confirmed and DTC will be contacted to close. Please use the following Zoom login or dial-in instructions:

Zoom: Join Zoom Meeting / **Meeting ID:** 812 6354 7042 / **Passcode:** 123456
Join by Telephone: 646-876-9923 / **Meeting ID:** 812 6354 7042 / **Passcode:** 123456

Sources and Uses of Funds:

SOURCES	
Par Amount of Series 2025A Bonds	$96,055,000.00
Original Issue Premium	10,515,921.30
Other Legally Available Funds	23,396,613.00
Total Sources	**$129,967,534.30**

USES	
Refunding Escrow Deposit	$129,299,420.00
Underwriters' Discount	253,526.26
Cost of Issuance	414,588.04
Total Uses	**$129,967,534.30**

Net Bond Proceeds Due at Closing:

On Thursday, July 24, 2025 BofA Securities shall authorize the release of one (1) Federal Funds wire totaling **$105,345,845.04** equal to the Series 2025A principal amount of $96,055,000.00, plus an original issue premium of $10,515,921.30, less an underwriter's discount of $253,526.26, less the Good Faith Deposit of $971,550.00.

Par Amount of Series 2025A Bonds	$96,055,000.00
Plus: Original Issue Premium	10,515,921.30
Less: Underwriters' Discount	(253,526.26)
Less: Good Faith Deposit	(971,550.00)
Purchase Price	**$105,345,845.04**

One (1) Wire from BofA:

1. Wire from BofA Securities to the Paying Agent/Escrow Agent:

By 8:30 a.m. Eastern Time on Thursday, July 24, 2025 a wire totaling **$105,345,845.04** will be sent by BofA Securities Syndicate Settlement payable in immediately available Federal Funds to TD Bank, N.A., Corporate Trust (as Paying Agent/Escrow Agent) pursuant to the wiring instructions below to be applied on July 24, 2025 to fund a portion of the escrow fund deposit described above:

Wire Amount:	$105,345,845.04
Bank Name:	TD Bank, National Association
ABA Number:	011600033
Account Number:	60157930
Account Name:	TD Bank Wealth Management
Reference:	Seminole County Florida Water and Sewer Revenue Refunding Bonds, Series 2025A
Attention:	Kelly Bekas, (856) 685-5144, kelly.bekas@td.com

One (1) Wire from Seminole County:

1. Wire from Seminole County to the Paying Agent/Escrow Agent:

By 8:30 a.m. Eastern Time on Thursday, July 24, 2025 a wire totaling **$23,953,574.96** (representing the amount of the Legally Available Funds of the County described above and a portion of the Good Faith Deposit in the amount of $556,961.96) will be sent by Seminole County, Florida payable in immediately available Federal Funds to TD Bank, N.A., Corporate Trust (as Paying Agent/Escrow Agent) pursuant to the wiring instructions below to be applied on July 24, 2025 to fund the balance of the escrow fund deposit described above:

Wire Amount:	$23,953,574.96
Bank Name:	TD Bank, National Association
ABA Number:	011600033
Account Number:	60157930
Account Name:	TD Bank Wealth Management
Reference:	Seminole County Florida Water and Sewer Revenue Refunding Bonds, Series 2025A
Attention:	Kelly Bekas, (856) 685-5144, kelly.bekas@td.com

Costs of Issuance:

The County will retain **$414,588.04** to cover Costs of Issuance, representing the remaining balance of the Good Faith Deposit after the transfer of $556,961.96 to TD Bank, N.A., Corporate Trust, as outlined above.

Delivery of Bonds:

Seminole County, Florida's Water and Sewer Revenue Refunding Bonds, Series 2025A will be issued as book-entry only through DTC.

SOURCES AND USES OF FUNDS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Dated Date	07/24/2025
Delivery Date	07/24/2025

Sources:	
Bond Proceeds:	
Par Amount	96,055,000.00
Premium	10,515,921.30
	106,570,921.30
Other Sources of Funds:	
Accrued Principal and Interest	9,395,000.00
DSRF Release	14,001,613.00
	23,396,613.00
	129,967,534.30

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	2.00
SLGS Purchases	129,299,418.00
	129,299,420.00
Delivery Date Expenses:	
Cost of Issuance	414,588.04
Underwriter's Discount	253,526.26
	668,114.30
	129,967,534.30

BOND SUMMARY STATISTICS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Dated Date	07/24/2025
Delivery Date	07/24/2025
First Coupon	10/01/2025
Last Maturity	10/01/2036
Arbitrage Yield	3.124947%
True Interest Cost (TIC)	3.167078%
Net Interest Cost (NIC)	3.393091%
All-In TIC	3.236279%
Average Coupon	5.000000%
Average Life (years)	6.649
Weighted Average Maturity (years)	6.736
Duration of Issue (years)	5.740
Par Amount	96,055,000.00
Bond Proceeds	106,570,921.30
Total Interest	31,932,095.14
Net Interest	21,669,700.10
Total Debt Service	127,987,095.14
Maximum Annual Debt Service	11,942,750.00
Average Annual Debt Service	11,441,607.71
Underwriter's Fees (per $1000)	
Average Takedown	2.500000
Other Fee	0.139386
Total Underwriter's Discount	2.639386
Bid Price	110.683874

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial	96,055,000.00	110.948	5.000%	6.649	59,882.45
	96,055,000.00			6.649	59,882.45

	TIC	All-In TIC	Arbitrage Yield
Par Value	96,055,000.00	96,055,000.00	96,055,000.00
+ Accrued Interest			
+ Premium (Discount)	10,515,921.30	10,515,921.30	10,515,921.30
- Underwriter's Discount	-253,526.26	-253,526.26	
- Cost of Issuance Expense		-414,588.04	
- Other Amounts			
Target Value	106,317,395.04	105,902,807.00	106,570,921.30
Target Date	07/24/2025	07/24/2025	07/24/2025
Yield	3.167078%	3.236279%	3.124947%

SUMMARY OF REFUNDING RESULTS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Dated Date	07/24/2025
Delivery Date	07/24/2025
Arbitrage yield	3.124947%
Escrow yield	4.516399%
Value of Negative Arbitrage	-372,311.93
Bond Par Amount	96,055,000.00
True Interest Cost	3.167078%
Net Interest Cost	3.393091%
All-In TIC	3.236279%
Average Coupon	5.000000%
Average Life	6.649
Par amount of refunded bonds	127,670,000.00
Average coupon of refunded bonds	4.040375%
Average life of refunded bonds	6.137
PV of prior debt to 07/24/2025 @ 3.124947%	135,681,029.74
Net PV Savings	5,713,495.44
Percentage savings of refunded bonds	4.475206%
Percentage savings of refunding bonds	5.948150%

SUMMARY OF BONDS REFUNDED

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2010A, 2010A, BOND:					
	10/01/2025	4.000%	400,000		
	10/01/2026	4.000%	420,000	10/21/2025	100.000
			820,000		
Water & Sewer Revenue Refunding Bonds, Series 2015A, 2015A, SERIAL:					
	10/01/2025	5.000%	8,235,000		
	10/01/2026	5.000%	8,645,000	10/21/2025	100.000
	10/01/2027	5.000%	9,080,000	10/21/2025	100.000
	10/01/2028	4.000%	9,535,000	10/21/2025	100.000
	10/01/2029	4.000%	9,910,000	10/21/2025	100.000
	10/01/2030	4.000%	10,310,000	10/21/2025	100.000
	10/01/2031	4.000%	10,725,000	10/21/2025	100.000
	10/01/2032	4.000%	11,150,000	10/21/2025	100.000
	10/01/2033	4.000%	11,600,000	10/21/2025	100.000
	10/01/2034	4.000%	12,065,000	10/21/2025	100.000
	10/01/2035	4.000%	12,545,000	10/21/2025	100.000
	10/01/2036	4.000%	13,050,000	10/21/2025	100.000
			126,850,000		
			127,670,000		

SAVINGS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 07/24/2025 @ 3.1249467%
10/01/2025	11,318,200.00	9,395,000.00	1,923,200.00	893,845.14	1,029,354.86	969,370.15
10/01/2026	14,003,650.00		14,003,650.00	11,942,750.00	2,060,900.00	1,987,502.96
10/01/2027	13,569,600.00		13,569,600.00	11,515,750.00	2,053,850.00	1,919,560.51
10/01/2028	13,570,600.00		13,570,600.00	11,517,250.00	2,053,350.00	1,859,788.17
10/01/2029	13,564,200.00		13,564,200.00	11,511,000.00	2,053,200.00	1,802,803.67
10/01/2030	13,567,800.00		13,567,800.00	11,511,500.00	2,056,300.00	1,750,354.01
10/01/2031	13,570,400.00		13,570,400.00	11,512,500.00	2,057,900.00	1,698,210.95
10/01/2032	13,566,400.00		13,566,400.00	11,513,000.00	2,053,400.00	1,642,763.09
10/01/2033	13,570,400.00		13,570,400.00	11,517,000.00	2,053,400.00	1,592,636.49
10/01/2034	13,571,400.00		13,571,400.00	11,518,250.00	2,053,150.00	1,543,879.32
10/01/2035	13,568,800.00		13,568,800.00	11,515,750.00	2,053,050.00	1,496,753.50
10/01/2036	13,572,000.00		13,572,000.00	11,518,500.00	2,053,500.00	1,451,485.61
	161,013,450.00	9,395,000.00	151,618,450.00	127,987,095.14	23,631,354.86	19,715,108.44

Savings Summary

PV of savings from cash flow	19,715,108.44
Less: Prior funds on hand	-14,001,613.00
Net PV Savings	5,713,495.44

BOND PRICING

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)	Takedown
Serial:							
	10/01/2026	7,140,000	5.000%	2.550%	102.840	202,776.00	2.500
	10/01/2027	7,070,000	5.000%	2.550%	105.173	365,731.10	2.500
	10/01/2028	7,425,000	5.000%	2.570%	107.384	548,262.00	2.500
	10/01/2029	7,790,000	5.000%	2.610%	109.415	733,428.50	2.500
	10/01/2030	8,180,000	5.000%	2.650%	111.313	925,403.40	2.500
	10/01/2031	8,590,000	5.000%	2.830%	112.231	1,050,642.90	2.500
	10/01/2032	9,020,000	5.000%	3.000%	112.838	1,157,987.60	2.500
	10/01/2033	9,475,000	5.000%	3.090%	113.717	1,299,685.75	2.500
	10/01/2034	9,950,000	5.000%	3.230%	113.967	1,389,716.50	2.500
	10/01/2035	10,445,000	5.000%	3.400%	113.673	1,428,144.85	2.500
	10/01/2036	10,970,000	5.000%	3.590%	112.891	1,414,142.70	2.500
		96,055,000				10,515,921.30	

Dated Date	07/24/2025	
Delivery Date	07/24/2025	
First Coupon	10/01/2025	
Par Amount	96,055,000.00	
Premium	10,515,921.30	
Production	106,570,921.30	110.947813%
Underwriter's Discount	-253,526.26	-0.263939%
Purchase Price	106,317,395.04	110.683874%
Accrued Interest		
Net Proceeds	106,317,395.04	

BOND DEBT SERVICE

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2025			893,845.14	893,845.14	893,845.14
04/01/2026			2,401,375.00	2,401,375.00	
10/01/2026	7,140,000	5.000%	2,401,375.00	9,541,375.00	11,942,750.00
04/01/2027			2,222,875.00	2,222,875.00	
10/01/2027	7,070,000	5.000%	2,222,875.00	9,292,875.00	11,515,750.00
04/01/2028			2,046,125.00	2,046,125.00	
10/01/2028	7,425,000	5.000%	2,046,125.00	9,471,125.00	11,517,250.00
04/01/2029			1,860,500.00	1,860,500.00	
10/01/2029	7,790,000	5.000%	1,860,500.00	9,650,500.00	11,511,000.00
04/01/2030			1,665,750.00	1,665,750.00	
10/01/2030	8,180,000	5.000%	1,665,750.00	9,845,750.00	11,511,500.00
04/01/2031			1,461,250.00	1,461,250.00	
10/01/2031	8,590,000	5.000%	1,461,250.00	10,051,250.00	11,512,500.00
04/01/2032			1,246,500.00	1,246,500.00	
10/01/2032	9,020,000	5.000%	1,246,500.00	10,266,500.00	11,513,000.00
04/01/2033			1,021,000.00	1,021,000.00	
10/01/2033	9,475,000	5.000%	1,021,000.00	10,496,000.00	11,517,000.00
04/01/2034			784,125.00	784,125.00	
10/01/2034	9,950,000	5.000%	784,125.00	10,734,125.00	11,518,250.00
04/01/2035			535,375.00	535,375.00	
10/01/2035	10,445,000	5.000%	535,375.00	10,980,375.00	11,515,750.00
04/01/2036			274,250.00	274,250.00	
10/01/2036	10,970,000	5.000%	274,250.00	11,244,250.00	11,518,500.00
	96,055,000		31,932,095.14	127,987,095.14	127,987,095.14

PRIOR BOND DEBT SERVICE

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2025	8,635,000	** %	2,683,200	11,318,200	11,318,200
04/01/2026			2,469,325	2,469,325	
10/01/2026	9,065,000	** %	2,469,325	11,534,325	14,003,650
04/01/2027			2,244,800	2,244,800	
10/01/2027	9,080,000	5.000%	2,244,800	11,324,800	13,569,600
04/01/2028			2,017,800	2,017,800	
10/01/2028	9,535,000	4.000%	2,017,800	11,552,800	13,570,600
04/01/2029			1,827,100	1,827,100	
10/01/2029	9,910,000	4.000%	1,827,100	11,737,100	13,564,200
04/01/2030			1,628,900	1,628,900	
10/01/2030	10,310,000	4.000%	1,628,900	11,938,900	13,567,800
04/01/2031			1,422,700	1,422,700	
10/01/2031	10,725,000	4.000%	1,422,700	12,147,700	13,570,400
04/01/2032			1,208,200	1,208,200	
10/01/2032	11,150,000	4.000%	1,208,200	12,358,200	13,566,400
04/01/2033			985,200	985,200	
10/01/2033	11,600,000	4.000%	985,200	12,585,200	13,570,400
04/01/2034			753,200	753,200	
10/01/2034	12,065,000	4.000%	753,200	12,818,200	13,571,400
04/01/2035			511,900	511,900	
10/01/2035	12,545,000	4.000%	511,900	13,056,900	13,568,800
04/01/2036			261,000	261,000	
10/01/2036	13,050,000	4.000%	261,000	13,311,000	13,572,000
	127,670,000		33,343,450	161,013,450	161,013,450

ESCROW REQUIREMENTS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Period Ending	Principal	Interest	Principal Redeemed	Total
10/01/2025	8,635,000	2,683,200.00		11,318,200.00
10/21/2025		274,369.44	119,035,000	119,309,369.44
	8,635,000	2,957,569.44	119,035,000	130,627,569.44

ESCROW DESCRIPTIONS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jul 24, 2025:							
	SLGS	Certificate	10/01/2025	10/01/2025	11,223,781	4.450%	4.450%
	SLGS	Certificate	10/21/2025	10/21/2025	113,700,915	4.450%	4.450%
	SLGS	Certificate	10/21/2025		4,374,722		4.450%
					129,299,418		

SLGS Summary

SLGS Rates File	09JUL25
Total Certificates of Indebtedness	129,299,418.00

ESCROW COST

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
SLGS	10/01/2025	11,223,781	4.450%	11,223,781	11,223,781.00
SLGS	10/21/2025	113,700,915	4.450%	113,700,915	113,700,915.00
SLGS	10/21/2025	4,374,722		4,374,722	4,374,722.00
		129,299,418		129,299,418	129,299,418.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
07/24/2025	129,299,418	2.00	129,299,420.00
	129,299,418	2.00	129,299,420.00

ESCROW CASH FLOW

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Date	Principal	Interest	Net Escrow Receipts
10/01/2025	11,223,781.00	94,418.14	11,318,199.14
10/21/2025	118,075,637.00	1,233,732.81	119,309,369.81
	129,299,418.00	1,328,150.95	130,627,568.95

Escrow Cost Summary

Purchase date	07/24/2025
Purchase cost of securities	129,299,418.00

ESCROW SUFFICIENCY

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
07/24/2025		2.00	2.00	2.00
10/01/2025	11,318,200.00	11,318,199.14	-0.86	1.14
10/21/2025	119,309,369.44	119,309,369.81	0.37	1.51
	130,627,569.44	130,627,570.95	1.51	

ESCROW STATISTICS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Water and Sewer Refunding, Series 2015A (2015A):							
SF_ESC	9,048,000.00	0.182	4.552184%	4.552184%	9,071,611.99	-23,611.99	
DSRF_ESC	13,564,813.00	0.237	3.093891%	3.093891%	13,563,813.96	999.03	0.01
Series 2010A (2010A):							
SF_ESC	347,000.00	0.182	4.552187%	4.552187%	347,905.55	-905.55	
DSRF_ESC	436,800.00	0.231	3.092895%	3.092895%	436,767.73	32.27	
Global Proceeds Escrow:							
	105,902,807.00	0.236	4.516399%	4.516399%	106,251,632.68	-348,825.69	0.01
	129,299,420.00				129,671,731.91	-372,311.93	0.02

Delivery date	07/24/2025
Arbitrage yield	3.124947%

ESCROW COST DETAIL

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
Water and Sewer Refunding, Series 2015A (2015A), SF_ESC:					
SLGS	10/01/2025	9,048,000	4.450%	9,048,000	9,048,000.00
Water and Sewer Refunding, Series 2015A (2015A), DSRF_ESC:					
SLGS	10/01/2025	199,644	4.450%	199,644	199,644.00
SLGS	10/21/2025	9,123,614	4.450%	9,123,614	9,123,614.00
SLGS	10/21/2025	4,241,554		4,241,554	4,241,554.00
		13,564,812		13,564,812	13,564,812.00
Series 2010A (2010A), SF_ESC:					
SLGS	10/01/2025	347,000	4.450%	347,000	347,000.00
Series 2010A (2010A), DSRF_ESC:					
SLGS	10/01/2025	59,507	4.450%	59,507	59,507.00
SLGS	10/21/2025	244,125	4.450%	244,125	244,125.00
SLGS	10/21/2025	133,168		133,168	133,168.00
		436,800		436,800	436,800.00
Global Proceeds Escrow:					
SLGS	10/01/2025	1,569,630	4.450%	1,569,630	1,569,630.00
SLGS	10/21/2025	104,333,176	4.450%	104,333,176	104,333,176.00
		105,902,806		105,902,806	105,902,806.00
		129,299,418		129,299,418	129,299,418.00

Escrow	Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
Water and Sewer Refunding, Series 2015A (2015A):					
SF_ESC	07/24/2025	9,048,000		9,048,000.00	4.552184%
DSRF_ESC	07/24/2025	13,564,812	1.00	13,564,813.00	3.093891%
		22,612,812	1.00	22,612,813.00	
Series 2010A (2010A):					
SF_ESC	07/24/2025	347,000		347,000.00	4.552187%
DSRF_ESC	07/24/2025	436,800		436,800.00	3.092895%
		783,800		783,800.00	
Global Proceeds Escrow:					
	07/24/2025	105,902,806	1.00	105,902,807.00	4.516399%
		129,299,418	2.00	129,299,420.00	

COST OF ISSUANCE

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Cost of Issuance	$/1000	Amount
Bond Counsel Fee	0.91643	88,027.50
Bond Counsel Expenses	0.01562	1,500.00
Disclosure Counsel Fee	0.77896	74,823.38
Disclosure Counsel Expenses	0.01041	1,000.00
Financial Advisor Fee	0.72068	69,224.75
Financial Advisor Expenses	0.01041	1,000.00
Underwriters' Counsel	0.31232	30,000.00
Escrow Structure/SLGS Fee	0.05205	5,000.00
Moody's Rating Fee	0.63713	61,200.00
S&P Rating Fee	0.65848	63,250.00
Paying Agent/Registrar Annual Fee	0.00573	550.00
Escrow Agent	0.01562	1,500.00
Verification Agent	0.00989	950.00
POS/OS Posting and Printing	0.04164	4,000.00
DAC Fee	0.02603	2,500.00
Miscellaneous	0.10476	10,062.41
	4.31615	414,588.04

UNDERWRITER'S DISCOUNT

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Underwriter's Discount	$/1000	Amount
Average Takedown	2.50000	240,137.50
i-Deal Bookrunning	0.06728	6,463.04
i-Deal Wires	0.00119	114.32
i-Deal Order Monitor	0.03266	3,137.40
CUSIP Charge & Disclosure Fee	0.00858	824.00
DTC Service Fees	0.01015	975.00
Out-of-Pocket Expenses	0.01041	1,000.00
SOLVE Report	0.00911	875.00
	2.63939	253,526.26

FORM 8038 STATISTICS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Dated Date	07/24/2025
Delivery Date	07/24/2025

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial:						
	10/01/2026	7,140,000.00	5.000%	102.840	7,342,776.00	7,140,000.00
	10/01/2027	7,070,000.00	5.000%	105.173	7,435,731.10	7,070,000.00
	10/01/2028	7,425,000.00	5.000%	107.384	7,973,262.00	7,425,000.00
	10/01/2029	7,790,000.00	5.000%	109.415	8,523,428.50	7,790,000.00
	10/01/2030	8,180,000.00	5.000%	111.313	9,105,403.40	8,180,000.00
	10/01/2031	8,590,000.00	5.000%	112.231	9,640,642.90	8,590,000.00
	10/01/2032	9,020,000.00	5.000%	112.838	10,177,987.60	9,020,000.00
	10/01/2033	9,475,000.00	5.000%	113.717	10,774,685.75	9,475,000.00
	10/01/2034	9,950,000.00	5.000%	113.967	11,339,716.50	9,950,000.00
	10/01/2035	10,445,000.00	5.000%	113.673	11,873,144.85	10,445,000.00
	10/01/2036	10,970,000.00	5.000%	112.891	12,384,142.70	10,970,000.00
		96,055,000.00			106,570,921.30	96,055,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2036	5.000%	12,384,142.70	10,970,000.00		
Entire Issue			106,570,921.30	96,055,000.00	6.7363	3.1249%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	668,114.30
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	105,902,807.00
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	5.9501
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	10/21/2025

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	105,902,807.00
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	5.9501
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

Seminole County, FL
Water and Sewer Revenue Refunding Bonds, Series 2025A

Final Numbers
Sale Date: July 9, 2025
BOA (Bookrunner) / Raymond James (co-senior)

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Series 2010A:					
BOND	10/01/2025	400,000.00	4.000%	100.000	400,000.00
BOND	10/01/2026	420,000.00	4.000%	98.924	415,480.80
		820,000.00			815,480.80
Water & Sewer Revenue Refunding Bonds, Series 2015A:					
SERIAL	10/01/2025	8,235,000.00	5.000%	122.558	10,092,651.30
SERIAL	10/01/2026	8,645,000.00	5.000%	121.238	10,481,025.10
SERIAL	10/01/2027	9,080,000.00	5.000%	119.835	10,881,018.00
SERIAL	10/01/2028	9,535,000.00	4.000%	107.817	10,280,350.95
SERIAL	10/01/2029	9,910,000.00	4.000%	106.359	10,540,176.90
SERIAL	10/01/2030	10,310,000.00	4.000%	104.836	10,808,591.60
SERIAL	10/01/2031	10,725,000.00	4.000%	104.304	11,186,604.00
SERIAL	10/01/2032	11,150,000.00	4.000%	103.776	11,571,024.00
SERIAL	10/01/2033	11,600,000.00	4.000%	103.425	11,997,300.00
SERIAL	10/01/2034	12,065,000.00	4.000%	103.076	12,436,119.40
SERIAL	10/01/2035	12,545,000.00	4.000%	102.728	12,887,227.60
SERIAL	10/01/2036	13,050,000.00	4.000%	102.468	13,372,074.00
		126,850,000.00			136,534,162.85
		127,670,000.00			137,349,643.65

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Series 2010A	10/21/2025	03/17/2010	0.6956
Water & Sewer Revenue Refunding Bonds, Series 2015A	10/21/2025	05/27/2015	5.9815
All Refunded Issues	10/21/2025		5.9501

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-733

Title:

Approve and authorize the Chairman to execute the Seminole County/MetroPlan Orlando (Orlando Urban Area Metropolitan Planning Organization) - Federal Discretionary Grant (SS4A) Local Match Funding Agreement; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-052 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $200,000 from reserves. Countywide **(John Slot, Public Works Director)**

Division:

Public Works - Traffic Engineering

Authorized By:

John Slot, Public Works Director

Contact/Phone Number:

Charlie Wetzel/407-665-5686

Background:

MetroPlan Orlando was awarded a Safe Streets for All (SS4A) Supplemental Planning Grant for $2.65M by FHWA. This grant will expand on the Vision Zero Action Plan that was completed last year by MetroPlan Orlando for Seminole County. This funding agreement between MetroPlan and the County outlines the County's $200k cost-share. This cost-share will leverage $1M in County specific efforts to undertake Road Safety Audits (RSAs) and develop conceptual designs for future safety projects. Also included with this Agreement agenda item is a BAR to designate funds for this match.

BAR#25-052 is attached to this agenda and will allocate $200,000 from 2014 Infrastructure Sales Tax Fund reserves. Current reserves are budgeted at $5.6M.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Seminole County/MetroPlan Orlando (Orlando Urban Area Metropolitan Planning Organization) - Federal Discretionary Grant (SS4A) Local Match Funding Agreement; approve and authorize the Chairman to execute a Resolution implementing Budget

Amendment Request (BAR) #25-052 in the 2014 Infrastructure Sales Tax Fund to appropriate funding in the amount of $200,000 from reserves.

SEMINOLE COUNTY/METROPLAN ORLANDO (ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION) - FEDERAL DISCRETIONARY GRANT (SS4A) LOCAL MATCH FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2025, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "COUNTY"), and the **Orlando Urban Area Metropolitan Planning Organization**, d/b/a **MetroPlan Orlando, A Regional Transportation Partnership**, a metropolitan planning organization, whose address is 250 South Orange Avenue, Suite 200, Orlando, Florida 32801 (hereinafter referred to as **"MetroPlan Orlando"**).

WITNESSETH

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, MetroPlan Orlando has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities, the Florida Department of Transportation (FDOT), and the Federal Highway Administration (FHWA); and

WHEREAS, MetroPlan Orlando applied for a federal discretionary grant (Safe Streets and Roads for All, SS4A) in partnership with the COUNTY; and

WHEREAS, a federal discretionary grant and local matching funds will be used to conduct roadway safety planning studies within the COUNTY, at locations determined by the COUNTY; and

WHEREAS, the COUNTY shall designate a project manager to oversee COUNTY-funded tasks; and

WHEREAS, MetroPlan Orlando and the COUNTY shall work cooperatively in the task scoping and consultant selection process; and

WHEREAS, the COUNTY desires to enter into this Agreement with MetroPlan Orlando to provide MetroPlan Orlando with funding to support the local (non-federal) match requirements for the Safe Streets and Roads for All (SS4A) federal discretionary grant.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the COUNTY and MetroPlan Orlando agree as follows:

SECTION 1. **RECITALS**. The COUNTY and MetroPlan Orlando hereby declare that the recitals set forth above are true and correct and incorporated in this Agreement

SECTION 2. **INVOICING REQUIREMENTS**. MetroPlan Orlando shall provide the COUNTY, on a quarterly basis, an invoice and progress report which will include an accounting of all COUNTY-related discretionary grant tasks. The report must identify each task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report must be cumulative.

SECTION 3. COUNTY FUNDING REQUIREMENTS. The COUNTY shall allocate TWO HUNDRED THOUSAND DOLLARS ($200,000.00) to MetroPlan Orlando from the COUNTY budget, to be utilized by MetroPlan Orlando, in accordance with this Funding Agreement. The COUNTY shall reimburse MetroPlan Orlando quarterly based on work completed and invoiced. Payments are due within 30-days of COUNTY receipt of the quarterly invoice and progress report from MetroPlan Orlando. If any portion of the COUNTY's local match funds are expended on activities that are subsequently determined to be ineligible under the federal grant, or otherwise disallowed due to acts or omissions of MetroPlan Orlando, MetroPlan Orlando shall return the disallowed amount to the COUNTY within thirty (30) days of written notice.

SECTION 4. EFFECTIVE DATE, TERM. The effective date of this Agreement will be the date of signature by the last party to sign this Agreement. The term of this Agreement commences on the effective date and terminates on December 31, 2027.

SECTION 5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection with this Agreement were prepared and executed without undue influence exerted by any party or upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

SECTION 7. MISCELLANEOUS

A. This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained in this Agreement and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties to this Agreement. Any amendments to or waivers of the provisions of this Agreement must be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement may be deemed to exist or to bind either party to this Agreement.

B. If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed an independent provision and such holding will not affect the validity of the remaining portions of this Agreement.

C. The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

SECTION 8. CONTROLLING LAWS

A. The laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those subsequently adopted govern the validity, enforcement and interpretation of this Funding Agreement and the provisions contained in it.

B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach of this Agreement, will be Orange County, Florida.

C. The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 9. BINDING NATURE OF AGREEMENT. This Agreement is binding only between the COUNTY and MetroPlan Orlando.

SECTION 10. NOTICES. All notices, consents, approvals, waivers and deletions which any party is required or desires to make or give under this Agreement must be in writing and will be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

COUNTY:
County Manager
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

METROPLAN ORLANDO:
Executive Director
MetroPlan Orlando
250 South Orange Avenue, Suite 200
Orlando, FL 32801

SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES. MetroPlan Orlando shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is greater. These records must be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes, as this statute may be amended from time to time. If any litigation, claim or audit is commenced, these records must be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

SECTION 12. DISCLAIMER. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employees and agents, arising from or related to this Agreement.

SECTION 13. EMPLOYEE STATUS. Persons employed by MetroPlan Orlando in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's 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. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of MetroPlan Orlando, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to MetroPlan Orlando's officers and employees either by operation of law or by MetroPlan Orlando.

SECTION 14. 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, 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, 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 15. **LIABILITY.** The parties, as governmental entities, agree to be fully responsible for acts of negligence by its own officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any part to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

MetroPlan Orlando

By: _____

Print Name: Gary D. Huttmann

Title: Executive Director

Date: 7/14/2025

ATTEST:

Lisa M. Smith

LISA M. SMITH
Notary Public
State of Florida
Comm# HH187416
Expires 1/13/2026

{Balance of this page intentionally blank; County signatory page continues on Page 5.}

SEMINOLE COUNTY/METROPLAN ORLANDO (ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION) - FEDERAL DISCRETIONARY GRANT (SS4A) LOCAL MATCH FUNDING AGREEMENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
Grant Maloy
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance of
County only.

As authorized for execution by the Board of Seminole County Commissioners at its _____ 2025, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

2025-R- **BUDGET AMENDMENT REQUEST** **BAR# 25-052**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX FUND

RM Recommendation	
S.CARRICK	7/24/2025
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To provide funding to Metroplan related to the Safe Street for All Grant Program which will analyze and design future sales tax related safety projects.

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	02507068	580821		AID TO PRIVATE ORGANIZATIONS		5400770001	200,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	200,000.00
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(200,000.00)
Reserve								
							Reserve Sub-Total	(200,000.00)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2025-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

Jay Zembower, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

COST TABLE - BAR 25-052
SAFE STREETS FOR ALL GRANT PROGRAM

BUDGET DETAILS	SAFE STREETS (CIP#02507068)	CURRENT SALES TAX RESERVES (3RD GEN)	FUTURE SALES TAX RESERVES (4TH GEN)	TOTAL
PRIOR YEAR EXPENDITURES	-			-
				-
FY25 CURRENT EXPENSES/ENCUMB	-			-
FY25 CURRENT BUDGET	-	5,655,470		5,655,470
AVAILABLE FUNDING	-	5,655,470		5,655,470
PROPOSED BAR 25-052	200,000	(200,000)		-
AMENDED FY25 AVAILABLE	200,000	5,455,470		5,655,470
FUTURE COST SHARE COSTS RELATED TO IMPLEMENTATION	4,000,000		(4,000,000)	
TOTAL LIFETIME PROJECT COST	**4,200,000**	**5,455,470**	**(4,000,000)**	**5,655,470**

ACCOUNT DETAILS	
SEMINOLE COUNTY COST SHARE FOR DESIGN/CONCEPT PLANNING (BAR 25-052)	200,000
FUTURE COST SHARE COSTS RELATED TO IMPLEMENTATION OF THE PROGRAM	4,000,000

IMPLEMENTATION IS ANTICIPATED IN 2027. COUNTY WILL LOOK AT UTILIZING 4TH GEN SALES TAX FUNDS FOR THE COST SHARE PORTION OF CONSTRUCTION.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-740

Title:

Approve and authorize the chairman to execute the Data Sharing Agreement (DSA) between Seminole County and the Florida Department of Commerce (Commerce) to allow Seminole County to receive and utilize the business data collected by the state on the Quarterly Census of Employment and Wages (QCEW) for a period of three years from the date of execution. Countywide. **(Gui Cunha, Office of Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Economic Development

Authorized By:

Gui Cunha, Office of Economic Development and Tourism Director

Contact/Phone Number:

Irma Stenman/407-665-2908

Background:

Seminole County receives transmission of Quarterly Census of Employment and Wages (QCEW) data from the Florida Department of Commerce (Commerce) on a quarterly basis. This data allows the Economic Development department to analyze the county's businesses by number of businesses, employees, wages, location, and industry sector.

The Florida Department of Commerce prepares an agreement every three years to establish confidentiality guidelines for Commerce to provide Seminole County with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information.

This agreement was previously entered in 2022 with the Florida Department of Economic Opportunity (DEO) which was eliminated and replaced by the Florida Department of Commerce. This agreement provides an amendment to the new name of the organization and provides an extension for an additional three years.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Data Sharing Agreement with the Florida Department of Commerce for the transmission to Seminole County of the confidential QCEW information.

DocuSign Envelope ID: 3E80DB6E-1A94-442C-95DD-FD14046F8BA6
DocuSign Envelope ID: 94E515BB-08A3-49E6-8041-B32A00AA0AF9

DATA SHARING AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
SEMINOLE COUNTY GOVERNMENT, OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM, ECONOMIC DEVELOPMENT DIVISION

THIS AGREEMENT is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity (DEO), having its principal office at 107 East Madison Street, Tallahassee, Florida 32399-4111, and the Seminole County Government, Office of Economic Development and Tourism, Economic Development Division (SCEDD), having its principal office at 1055 AAA Drive, Suite 144, Heathrow, Florida 32746. Collectively, DEO and SCEDD may hereinafter be referred to as the "Parties" and each individually as a "Party."

WHEREAS, except as otherwise provided in section 443.012, Florida Statutes (F.S.), DEO has ultimate authority over the administration of Florida's Reemployment Assistance (RA) Program pursuant to sections 20.60(5)(c) and 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code (FAC), and receives certain information required under such laws and rules from certain employers, and information provided by applicants or recipients applying for or receiving RA benefits; and

WHEREAS, Florida and federal laws provide that, although RA information is confidential and disclosure of the information is restricted pursuant to Title 20 Code of Federal Regulations (CFR) Part 603, 42 United States Code 1320b-7(a), section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide RA information maintained by DEO, and SCEDD is authorized, with specific safeguards, to access and use said information for the purposes stated herein; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE

The purpose of this Agreement is to establish confidentiality guidelines for DEO to provide SCEDD with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. The information will be used to analyze Seminole County's employers by industry sector, location, business size, and wages. This confidential data will only be accessible by SCEDD employees who have a valid need for access to this information.

II. INFORMATION TRANSMISSION

DEO will furnish the confidential QCEW information to SCEDD. The information transfer shall consist of Florida employer names, addresses, telephone numbers, industry codes, and tabulations of the employment and total wages paid by these employers. The data file shall be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant algorithm (e.g., AES 256, AES 512, TDES). Confidential information shall not be transmitted via electronic mail. DEO will furnish the confidential information to SCEDD by file transfer protocol using a secure website. Exchange of the encryption key shall occur by direct phone contact with SCEDD.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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The transfer of the data will be at a mutually agreed upon time. This confidential data being provided is not individual employee or claimant information and therefore will not include any social security numbers, dates of birth, or individual names.

III. TERM OF AGREEMENT

This Agreement shall take effect on the last date of signature by all Parties to this Agreement and shall remain in effect for three (3) years thereafter, or until terminated in accordance with Section XI., Terminations, Extensions, and Amendments, of this Agreement. Upon execution of this Agreement, previous Agreement F1151 between the Parties, is hereby superseded, replaced in its entirety, and considered null and void. The obligations of Sections IV., Inspection of Records, through IX., Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. INSPECTION OF RECORDS

SCEDD shall permit DEO, or its designees, to conduct inspections described in this paragraph, or make on-site inspections of records relevant to this Agreement to ensure compliance with 20 CFR sections 603.5-603.10 and section 443.1715, F.S. Such inspections may take place with or without notice during normal business hours wherever the records are maintained. SCEDD shall ensure systems are maintained that are sufficient to permit an audit of, individually, respectively, and as necessary, SCEDD's compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

V. DISCLOSURE

A. The Parties shall safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the provisions of 20 CFR Part 603 and Chapter 443, F.S.

B. Information received by SCEDD from DEO shall be used solely for the purposes stated in this Agreement and as authorized by law.

C. SCEDD may not publish or disclose confidential information obtained under this Agreement to any individual or entity that is not a party to this Agreement. This prohibition does not prohibit SCEDD from releasing aggregate data that does not contain any employer identifying information (such as name, address, number of employees, etc.) provided, however, that this aggregate information may not be released if, when used in combination with other generally available information, it would reveal the identity of any employer and/or establishment. This prohibition includes, but is not limited to, the creation and publication of maps which provide the location of employers and/or establishments, irrespective of whether these maps list the names and/or addresses of the employers or establishments.

D. Where aggregate information is presented by region, geographical area, industry code, zip code, or other category, no such region, geographical area, industry code, zip code, or other category may contain fewer than three (3) employers and/or establishments. Moreover, where aggregate information is presented in this manner, the report releasing such aggregate information may not identify any region, geographical area, industry code,

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zip code, or other category in which the percentage of employment attributable to any single employer or establishment meets or exceeds eighty percent (80%).

VI. AMENDMENTS AND CHANGES

This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning confidentiality of employer information. With exception of designating or changing liaisons in Section XII., Agency Contacts, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be made by written amendment executed by the Parties' authorized signatories.

VII. ASSURANCES

A. As authorized in this Agreement, SCEDD shall only use the information received from DEO to carry out its duties and responsibilities in accordance with this Agreement.

B. Information thus obtained from DEO may not be re-disclosed by SCEDD except as provided in Section V., Disclosure, of this Agreement.

C. SCEDD understands and acknowledges that DEO does not warrant the accuracy of the information provided.

D. The Parties will make reasonable efforts to cooperate to resolve all Agreement and technical matters related to this Agreement.

VIII. CONFIDENTIALITY OF INFORMATION

A. SCEDD shall not use confidential information for any purpose not specifically authorized by this Agreement. SCEDD agrees that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.

B. SCEDD shall store all confidential information in a place within the borders of the continental United States and is physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. SCEDD agrees not to store, or allow its employees, agents, and subcontractors to store, any confidential information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.

C. SCEDD shall take precautions to ensure that only authorized employees who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.

D. SCEDD shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida RA laws, as well as 20 CFR Part 603, against unauthorized

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disclosure of information covered by this Agreement. By signing this Agreement, SCEDD acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision. SCEDD shall be held responsible for ensuring that its employees, agents, contractors, and subcontractors comply with the safeguards of 20 CFR section 603.9.

E. SCEDD shall destroy all confidential information provided by DEO under this Agreement in its possession or in its employees' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR section 603.9(b)(vi). SCEDD shall destroy any duplicate, copy, or other replication of confidential information provided under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.

F. SCEDD shall immediately, fully, and promptly report to DEO any infraction of any provision of this Agreement, section 443.1715(1), F.S., or any provisions of 20 CFR Part 603.

G. SCEDD shall promptly notify DEO of any breach of security related to confidential RA information in the possession of SCEDD, its employees, agents, contractors, or subcontractors, but in no case later than ten (10) days after determination of the breach of security or reason to believe the breach occurred. SCEDD agrees to work with DEO for full compliance with section 501.171, F.S., as applicable. In the event of a breach of security concerning confidential information in the possession of SCEDD or its employees, agents, and subcontractors, DEO has the right under this Agreement to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary, and if so, the procedure for making those notifications. SCEDD agrees to provide breach notifications when determined necessary by DEO. SCEDD shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. SCEDD is responsible for all costs incurred in sending breach notifications due to any breach caused by SCEDD or its employees, agents, and subcontractors.

IX. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential employer information provided by DEO under this Agreement. Nothing in this Section shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

X. COSTS

There are no costs associated with this Agreement.

XI. TERMINATIONS, EXTENSIONS, AND AMENDMENTS

A. DEO may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by SCEDD of a Notice of Termination for Cause.

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B. Any Party may terminate its participation in this Agreement without cause, for its convenience, by providing a minimum of 30 days written notice thereof to the other Party. If terminated, SCEDD shall dispose of all confidential information in accordance with 20 CFR section 603.9(b)(vi).

C. If DEO, in its sole discretion, determines that SCEDD has failed to comply with any provision of this Agreement, DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, as required in 20 CFR section 603.10. If DEO suspends SCEDD's participation in the Agreement for corrective action, and DEO, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, DEO may terminate this Agreement effective immediately.

D. At DEO's sole discretion, this Agreement may be extended for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by all Parties and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one (1) extension is authorized unless the failure to meet the criteria set forth in this Agreement is due to events beyond the control of the Parties.

E. At DEO's sole discretion, this Agreement may be renewed in writing for a period that may not exceed three (3) years or the term of the original agreement, whichever is longer, and is subject to the same terms and conditions set forth in the initial agreement and any written amendments signed by the Parties, and is contingent upon satisfactory performance evaluations by the agency, and is subject to the availability of funds.

XII. AGENCY CONTACTS

A. DEO designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@deo.myflorida.com, and whose address is 107 East Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.

B. SCEDD designates as its liaison for all issues relating to this Agreement, Irma Stenman, whose title is Business Development Manager, Economic Development, and who may be contacted by telephone at (407) 665-2908, or by e-mail at istenman@seminolecountyfl.gov, and whose address is 1055 AAA Drive, Suite 144, Heathrow, Florida 32746.

C. In the event that any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.

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Seminole County, Florida
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XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Electronic signatures to this Agreement shall have the same effect as original signatures.

-Remainder of Page Intentionally Left Blank-

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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DEO Agreement Number: F1479

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures, have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: James Heckman 8D7E41B2C54A494...
Signature

Printed Name: Jimmy Heckman
Title: Interim Chief, Bureau of Workforce Statistics and Economic Research

Date: 8/15/2022

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Signature

Printed Name: Bob Dallari
Title: Chairman, Board of County Commissioners

Date: 8-5-2022

As authorized for execution by the Board of County Commissioners at its June 28, 2022, regular meeting.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office of General Counsel

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties

By: DocuSigned by: Valerie Cantave 7147E7876DEC4EC...
Signature

Printed Name: Valerie Cantave

Title: Assistant General Counsel

Date: 8/12/2022

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AMENDMENT ONE
RENEWAL ONE
TO DATA SHARING AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF COMMERCE
AND
SEMINOLE COUNTY GOVERNMENT, OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM, ECONOMIC DEVELOPMENT DIVISION

On August 15, 2022, the Florida Department of Commerce ("Commerce") and the Seminole County Government, Office of Economic Development and Tourism, Economic Development Division (SCEDD), hereinafter referred to as "SCEDD," entered into an agreement (the "Agreement") to establish confidentiality guidelines for Commerce to provide SCEDD with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. Commerce and SCEDD may hereinafter be referred to each individually as a "Party" and collectively as the "Parties".

WHEREAS, Section III, Term of Agreement, of the Agreement provides that the Agreement shall remain in effect for three (3) years, or until terminated in accordance with Section XI, Terminations, Extensions, and Amendments; and

WHEREAS, Section VI, Amendments and Changes, of the Agreement provides that any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by the Parties thereto; and

WHEREAS, Section XI, Terminations, Extensions, and Amendments, subsection E., of the Agreement provides that the Agreement may be renewed in writing for a period not to exceed three (3) years or the term of the original agreement; and

WHEREAS, the Parties wish to renew the Agreement for three (3) years and amend the Agreement as set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce" as appropriate.

2. Section III, Term of Agreement, of the Agreement is hereby deleted in its entirety and replaced with the following:

   III. TERM OF AGREEMENT

   This Agreement is effective as of August 15, 2022, and shall remain in effect through August 14, 2028, unless otherwise terminated pursuant to Section XI, Terminations, Extensions, and Amendments. The obligations of Section IV, Inspection of Records, through Section IX, Liability and Indemnification, shall survive the expiration or termination of this Agreement, regardless of the reason.

4. Section XII, Agency Contacts, of the Agreement is hereby deleted in its entirety and replaced with the following:

   A. Commerce designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@commerce.fl.gov, and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.

   B. SCEDD designates as its liaison for all issues relating to this Agreement, Irma Stenman, whose title is Business Development Manager, and who may be contacted by telephone at (407) 665-2908, or by e-mail at istenman@seminolecountyfl.gov, and whose address is 1055 AAA Drive, Suite 144,Heathrow, Florida 32746.

   C. In the event that any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.

5. All other terms and conditions remain in effect.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, by signature below, all Parties agree to abide by the terms, conditions, and provisions of the Agreement, as amended. This instrument is effective on the date the last Party signs it.

FLORIDA DEPARTMENT OF COMMERCE

By: _____
Signature

Printed Name: J. Alex Kelly

Title: Secretary

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Signature

Printed Name: JAY ZEMBOWER

Title: Chairman, Board of County Commissioners

Date: _____

FLORIDA DEPARTMENT OF COMMERCE
Office of General Counsel

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS / ATTEST:

By: _____
Signature

Printed Name: GRANT MALOY

Title: Clerk to the Board of County Commissioners of Seminole County, Florida.

For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

_____
County Attorney

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

File Number: 2025-704

Title:

Request Board approval to submit two (2) grant applications to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the FY 2025 Adult Treatment Court Site-Based Grants. The applications will request up to $1,500,000 to support the Seminole County Adult Drug Court Program and up to $1,500,000 to establish a new Family Treatment Court. Additionally, authorize the County Manager or designee to execute all necessary grant documents. Countywide **(Lorie Bailey Brown, CFO/ Resource Management Director)**

Division:

Resource Management - Grants Administration

Authorized By:

George Woodring, Financial Grant Administrator

Contact/Phone Number:

Amanda Hamer/407-665-7171

Background:

The 18th Circuit Court Adult Drug Court Program requests the County's support to meet grant eligibility requirements for funding opportunities from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to enhance Treatment Court Services. The official announcements are anticipated for release in August. Recent federal grant trends indicate a short turnaround (3 weeks) time between notification and application deadline.

The grants provide funding for up to four years, with awards of up to $1,500,000. If awarded, Seminole County will utilize the enhancement grant funds to expand recovery services in the Adult Drug Court program by increasing case management capacity, communication between the Jail and Courthouse, and treatment options. Seminole County received this grant in FY 2017, FY 2020, and FY 2024.

In addition, a new Family Court grant opportunity will support the implementation of the Family Treatment Court - a first for Seminole County. This grant would fund one new

full-time Senior Case Manager position and support treatment services for participants.

The grants require 25% cash match or in-kind contributions. Seminole County's match would be provided through personnel support from the 18th Circuit Court and the County, including the Problem-Solving Courts Manager, State Attorney, and presiding Judge.

Requested Action:

Staff requests Board approval to submit grant applications to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the FY 2025 Adult Treatment Court Site-Based Grants. The applications will request up to $1,500,000 to support the Seminole County Adult Drug Court Program and up to $1,500,000 to establish a new Family Treatment Court. Additionally, authorize the County Manager or designee to execute all necessary grant documents.

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

File Number: 2025-730

Title:

Award RFQ-604981-25/LAS - Mobile Concession Services for Seminole County Parks and Recreation to BBB Kona Ice, Inc., Eustis, FL as a revenue-generating agreement and authorize the Purchasing and Contracts Division to execute the agreement and any future agreements under the same terms and conditions. Countywide **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Parks and Recreation

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Manager

Contact/Phone Number:

Louis Straffi/407-665-7114

Background:

RFQ-604981-25/LAS will provide prompt, efficient and courteous service to conduct mobile concessionaire operations at various parks throughout Seminole County. Mobile concessionaires will be utilized to provide affordable food and beverage services that meet the needs of our parks, programs, and various events throughout the County. Concessionaires shall have the ability to cater both large and small functions and events held at Seminole County Parks. The location and schedules of all mobile concessionaires will be determined by Seminole County Parks and Recreation Staff.

This project was publicly advertised, and the County received one (1) submittal in response to the solicitation. The concessionaire was qualified through evaluation of proposals by Amanda Salazar, Parks and Recreation Division Manager. Consideration was given to proposed menu offerings and proposed revenue returned to the County (15%). Staff recommends awarding to BBB Kona Ice, Inc. The services to be rendered by the concessionaire will commence on execution of the agreement and continue until

July 31st, 2030.

Requested Action:

Staff requests the Board award RFQ-604981-25/LAS - Mobile Concession Services for Seminole County Parks and Recreation to BBB Kona Ice, Inc., Eustis, FL, as a revenue generating agreement and authorize the Purchasing and Contracts Division to execute the agreement.

Notice of Recommended Award

Recommendation of Award for:

RFQ-604981-25/LAS- Mobile Concessions for Seminole County Parks and Recreation

To: Amanda Salazar, Parks and Recreation Division Manager

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: Amanda Salazar

Signature: Amanda Salazar Date: 7/24/2025

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Director:

Name: Richard Durr

Signature: _____ Date: 7/25/25

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

EVALUATION TABULATION

RFQ No. RFQ-604981-25/LAS

Mobile Concession Services for Seminole County Parks & Recreation

RESPONSE DEADLINE: June 4, 2025 at 2:00 pm

SELECTED VENDOR

BBB Kona Ice, Inc. 24150 Weldon Dr. Eustis, FL 32736 Rebecca Carpenter rcarpenter@kona-ice.com PH: 407-509-3142	PROPOSED REVENUE RETURNED TO COUNTY **15%**

RECOMMENDATION/INTENT TO AWARD: BBB KONA ICE, INC. TABULATED BY: LOUIS STRAFFI, SR. PROCUREMENT ANLAYST
BCC DATE: 8/12/2025 (TENTATIVE)

MOBILE CONCESSIONAIRE SERVICES FOR SEMINOLE COUNTY PARKS & RECREATION

Mobile Concessionaires agree to compensate the County at minimum 10% (Ten Percent) of the gross revenues it receives for sale of all food and beverage sold pursuant to this Agreement.

Mobile Concessionaire Services for Seminole County Parks & Recreation			BBB KONA Ice, Inc
Line Item	Description	Unit of Measure	Percentage
1	Proposed Revenue Returned to County (Greater than or equal to 15%)	Percent	15%

MOBILE CONCESSIONS SERVICES AGREEMENT FOR SEMINOLE COUNTY (RFQ-604981-25/LAS)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **BBB KONA ICE, INC.,** duly authorized to conduct business in the State of Florida, whose address is 24150 Weldon Drive, Eustis, FL 32736**,** in this Agreement referred to as "CONCESSIONAIRE", 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 make food and beverages available at COUNTY parks and events pursuant to the terms of this Agreement to the users and patrons of its parks and other persons; and

WHEREAS, CONCESSIONAIRE is competent to provide services under the terms of this Agreement, including the preparation and sale of food and beverage products at COUNTY parks.

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

Section 1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which CONCESSIONAIRE shall provide for the sale of food and beverages COUNTY parks and events. CONCESSIONAIRE shall perform the services as described in Exhibit A. Scope of Services, attached and incorporated in this agreement.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues until July 31st, 2030. 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 CONCESSIONAIRE.

Section 3. Compensation and Payment.

(a) CONCESSIONAIRE agrees to compensate COUNTY as described in Exhibit B, Fee Structure, attached and incorporated into this Agreement.

(b) Payments shall be made to COUNTY on a monthly basis and shall be accompanied by a detailed monthly financial statement showing all gross revenues generated by CONCESSIONAIRE's sale of food and beverage items at COUNTY Parks.

Section 4. Commission on Gross Sales.

a) Commission not paid by the due date shall bear interest at the rate of one and one half percent (1 ½%) per month from the date due until paid.

b) All commissions due to COUNTY under this Agreement shall be paid monthly to COUNTY on or before the 30th day of the calendar month succeeding the month for which the payment is applicable.

c) In computing the commission due to the COUNTY, the first monthly accounting period shall commence on the date CONCESSIONAIRE open for business and shall end at the close of business on the last day of the same calendar month.

Section 5. Concession Rights.

a) Subject to the terms and conditions of this Agreement, COUNTY grants CONCESSIONAIRE non-exclusive rights to provide food and beverage concessions at COUNTY Parks and events as directed by COUNTY.

b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption

c) Not withstanding these rights, CONCESIONAIRE is prohibited from selling alcoholic beverages, pursuant to section 190.34 of the Seminole County Code. However, CONCESSIONAIRE may seek prior approval for the sale of alcoholic beverages from the COUNTY for special events but COUNTY reserves the right to deny CONCESSIONAIRE's request for any reason. The discretion of when, where, and if and which types of alcoholic beverages are sold lies solely with the COUNTY. Should the COUNTY restrict or prohibit the sale of alcoholic beverages, CONCESSIONAIRE shall not seek any adjustment of the fees paid or revenues to be paid by CONCESSIONAIRE to COUNTY. CONCESSIONAIRE is also responsible for obtaining all required permits and providing security during events where alcohol is served. Last, CONCESSIONAIRE's right of refusal for the sale of alcoholic beverages shall not apply to events involving third party arrangements, tenants, or sponsors, including for the sale or sampling of alcoholic beverages.

Section 6. Menu and Pricing

(a) CONCESSIONAIRE will have the right to price each of its concession products. Pricing must be consistent for all users and patrons. No special discounts for specific groups are allowed. CONCESSIONAIRE is also not allowed to give price breaks or free products to COUNTY staff members.

(b) All menu items must be approved by the County no later than three (3) weeks before the first event the CONCESSIONAIRE is required to operate. Any modifications to the approved menu must be renewed and approved by the county prior to implementation. No gum or sunflower seeds are to be sold or provided at the

facility by the CONCESSIONAIRE.

(c) CONCESSIONAIRE shall prepare and affix signage, as approved by COUNTY, displaying the food items and pricing in plain view of patrons. CONCESSIONAIRE may choose to do so by either "reader board," printed menu, or a combination of both.

(d) Seasonal adjustments or other menu adjustments, including price changes of a minor nature, may be necessary during the term of this Agreement. All seasonal or minor menu adjustments must be approved by COUNTY. CONCESSIONAIRE shall update the concession product menu and prices to accurately reflect what is provided by CONCESSIONAIRE.

(e) Concession products must be high quality in terms of food content and preparation. Samples of concession products must be submitted to the Seminole County Leisure Services Department Director prior to sale.

Section 7. CONCESSIONAIRE Responsibilities

(a) At its own expense, CONCESSIONAIRE is responsible for obtaining all necessary permits and licenses including all licenses and permits as required by the state and local authorities. In the event that permitting is mandated, the County will provide the CONCESSIONAIRE the proper documents including but not limited to: food service equipment layouts, architectural drawings, food service specifications data sheets and any other document necessary to obtain proper licensing for the operation of food concessions. CONCESSIONAIRE, in addition to obtaining proper permits and licenses, shall also timely pay any and all taxes assessed against it for the operation of its concessions.

(b) CONCESSIONAIRE shall also comply with all health, sanitary, and other regulation

and laws. This includes maintaining all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities. Moreover, CONCESSIONAIRE shall comply with all industry standard food safety procedures and maintain a high quality of food and beverage. All food service operations will be under the supervision of a Food Safe Certified employee. CONCESSIONAIRE shall be responsible for any health issues arising from the service of food by CONCESSIONAIRE or any of its employees or agents. COUNTY reserves the right to determine whether a particular product complies with these standards. All food handling will be within the guidelines of the State of Florida Health Department (FDOH). The CONCESSIONAIRE may, without County approval, temporarily suspend food service operations if conditions (natural or man-made) representing an unreasonable risk to the public occur. In such events, the Concessionaire shall inform the County as soon as possible. Concession operations shall resume as soon as practicable after the risk has been removed.

(c) The CONCESSIONAIRE may not keep or store goods, merchandise, or materials in the concession stands that are explosive or hazardous; nor may CONCESSIONAIRE carry out offensive, dangerous trade or business in the concession stands. CONCESSIONAIRE is prohibited from partaking in any activity that it would reasonably know could increase the rate or suspend the insurance on the leased premises or on COUNY structures.

(d) CONCESSIONAIRE is responsible for compliance with all requirements of federal, state, and local laws, rules, and regulations related to the operation and sale of vending machines. This includes abiding by rules prescribed by the COUNTY for the Operation of the Concessions and COUNTY rules relating to the use of COUNTY facilities.

(e) CONCESSIONAIRE shall employ sufficient, suitable personnel and such employees are

the sole responsibility of CONCESSIONAIRE. CONCESSIONAIRE is an independent CONCESSIONAIRE and not an employee of the County, nor are employees of the CONCESSIONAIRE employees of the County. Thus, CONCESSIONAIRE shall ensure enough properly trained personnel are employed to manage and operate the concession stand at its maximum efficiency. Sufficient number is a number which consistently provides customers with no unreasonable delay or inconvenience. The CONCESSIONAIRE shall not employ any permanent or temporary County employees. Employees must, at all times, reflect personal cleanliness. Persons working for the CONCESSIONAIRE on the premises shall always be neat and clean and shall wear uniforms provided by the CONCESSIONAIRE including, at a minimum, a shirt or blouse with name tag identification that identifies them as CONCESSIONAIRE employees.

The CONCESSIONAIRE and its employees shall also be courteous to all guests and patrons of the premises. Employees shall not use improper language, consume alcoholic beverages, behave in boisterous manner, or engage in any horseplay, immoral, disreputable, or unbecoming or otherwise illegal or objectionable conduct or activities while on the premises.

The CONCESSIONAIRE and its employees shall follow the COUNTY's no smoking policy and premises policies.

(f) CONCESSIONAIRE shall provide, at its sole cost, paper products, including napkins and straws necessary to support the concession operation. Whenever possible, CONCESSIONAIRE shall use recycled paper products. CONCESSIONAIRE shall also participate in all aspects of COUNTY's recycling program, including source separation of waste and recyclables. CONCESSIONAIRE shall coordinate its recycling

efforts with COUNTY's Recycling Coordinator.

(g) CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures must be adequate to respond to patron demand efficiently.

(h) COUNTY will provide no food service or storage equipment. Should County provide any other equipment, CONCESSIONAIRE is responsible for the maintenance and upkeep and that equipment such that it is in a clean and presentable condition. The CONCESSIONAIRE shall notify the COUNTY as soon as possible, of any location and COUNTY owned equipment of need of repair. The COUNTY will determine whether COUNTY wishes to make repairs or proceed with the replacement of the equipment. All routine repairs and maintenance will be made in conformity with the laws and rules and regulations prescribed from time to time by any federal, state, or municipal authority having jurisdiction over the location of the work.

(i) CONCESSIONAIRE is responsible for all equipment maintenance and repair at its expense as follows:

(1) Cleaning and Polishing of the equipment so that the equipment is clean and presentable at all times.

(2) Routine Maintenance – all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) Maintenance and upkeep of the areas used within concession areas.

(j) CONCESSIONAIRE is responsible for all damage to its equipment when the damage is caused by fire, flood, lighting, or any cause beyond the control of COUNTY. In addition, CONCESSIONAIRE shall be responsible for any losses due to theft, employee errors, vandalism, or power failures that result in damage to its equipment or

COUNTY's equipment. CONCESSIONAIRE shall be responsible for the security and safety of the concession and related equipment assigned to its exclusive use. This requires CONCESSIONAIRE to lock all doors and windows when premises are not in use.

(k) CONCESSIONAIRE shall also be responsible for all garbage clean up in and around the concession, within 20 feet of the concession location on the dates that the concession is open to the public for the concession. The CONCESSIONAIRE shall maintain and clean the food service concession area and the area immediately surrounding the concession stand, within twenty (20) feet, on a regular basis based on customer usage. This includes depositing trash into proper park receptables. The CONCESSIONAIRE shall pay expenses related to maintenance and cleaning of the concession area.

(l) CONCESSIONAIRE shall provide prompt, efficient, and courteous service. Prompt, efficient, courteous service also includes services for persons of disabilities. CONCESSIONAIRE shall ensure that all services are always conveniently accessible to persons with disabilities. Notwithstanding, CONCESSIONAIRE will not be required to bear the cost of any modifications for this purpose to the premises as initially provide by the County.

(m) CONCESSIONAIRE, through its activities, shall not infringe upon the public's right of use and enjoyment of COUNTY parks.

(n) The sale of concession items must be made from locations that are approved by COUNTY.

(o) Confirming scheduled event start times or cancellation is the responsibility of CONCESSIONAIRE.

(p) CONCESSIONAIRE may not advertise off-site nor promote events.

(q) CONCESSIONAIRE may not use sound-producing devises within or outside the concession premises.

(r) CONCESSIONAIRE must maintain a phone to communicate with COUNTY staff.

Section 8. COUNTY Responsibilities

(a) COUNTY shall provide trash dumpsters at COUNTY Parks.

(b) COUNTY shall ensure that CONCESSIONAIRE has access to the facility at reasonable times to prepare the concessions for operations at any given event.

(c) COUNTY will provide water, electricity, or sewer service to the COUNTY Parks Concessions facility.

Section 9. Removal of CONCESSIONAIRE Personnel. Upon written direction by COUNTY setting forth just cause, CONCESSIONAIRE shall remove from service at COUNTY Parks, any of CONCESSIONAIRE's employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRE shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

Section 10. Powers Reserved by COUNTY. COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality of all Concession Products.

(b) Final determination of all Concession Products.

(c) Final determination of the design, layout, and location of all physical improvements for the Concession activities and any future changes or modifications.

(d) The power to terminate this Agreement for acts of default by CONCESSIONAIRE

in accordance with Section 14 of this Agreement.

Section 11. Financial Reporting and Accountability. CONCESSIONAIRE shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system are subject to the determination of the Support Services Manager and must include, but is not limited to, the following:

(a) Complete separation of financial records for this Concession operation from of any other of CONCESSIONAIRE's enterprises or business activities at locations other than Seminole County Parks.

(b) A complete financial system that conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries, and copies of payroll tax returns, revenue, and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventory control records before and after each day's activities and an actual cash count of each day's receipts.

(e) Any other specific accounting information related to the Concessions operations that is determined by COUNTY to be meaningful and necessary.

(f) CONCESSIONAIRE shall maintain, at its principal place of business for a period of not less than five (5) years, documentation for transactions relating to the computation of Gross Revenue and Net Sales. COUNTY has the authority to make copies of all records for the purpose of verifying the accuracy of CONCESSIONAIRE's financial obligations and payment to COUNTY. It is the responsibility of CONCESSIONAIRE to provide all information reasonably

necessary for the audit at no expense to COUNTY.

(g) Unless notice of dissatisfaction is served by COUNTY, statements of CONCESSIONAIRE submitted to COUNTY will be deemed final and binding upon the parties within three (3) years after receipt by COUNTY.

(h) All accounting records, documents, books, inventories, and other such related information must be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, COUNTY has the right at any time to conduct a full audit of CONCESSIONAIRE's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of CONCESSIONAIRE relative to performance of this Agreement. COUNTY is responsible to pay for all audits conducted by COUNTY or by COUNTY's independent accounting firm. However, CONCESSIONAIRE shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

(i) CONCESSIONAIRE shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. CONCESSIONAIRE shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by COUNTY, including day-by-day statements including all payroll, product inventory in and out, and receipts, which must be accomplished daily. CONCESSIONAIRE shall provide a monthly report with each payment request and a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

Section 12. Indemnification of COUNTY. To the fullest extent permitted by law, CONCESSIONAIRE 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 CONCESSIONAIRE's

provision of materials or services under this Agreement caused by CONCESSIONAIRE's act or omission in the performance of this Agreement.

Section 13. Insurance.

(a) CONCESSIONAIRE, 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. CONCESSIONAIRE 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) CONCESSIONAIRE 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 CONCESSIONAIRE will relieve CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONCESSIONAIRE shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONCESSIONAIRE 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 CONCESSIONAIRE or any other party.

(b) General Requirements.

(1) Before commencing work, CONCESSIONAIRE 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, CONCESSIONAIRE 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, CONCESSIONAIRE 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 amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONCESSIONAIRE.

(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 CONCESSIONAIRE 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 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 CONCESSIONAIRE 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 CONCESSIONAIRE.

(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 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 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 (2023), 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 (2023), 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 (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONCESSIONAIRE shall immediately notify COUNTY as soon as CONCESSIONAIRE 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 CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the

COUNTY, CONCESSIONAIRE will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONCESSIONAIRE, CONCESSIONAIRE, at CONCESSIONAIRE'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 CONCESSIONAIRE 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) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE 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 CONCESSIONAIRE are as specified in Exhibit D.

(D) If CONCESSIONAIRE asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONCESSIONAIRE 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 CONCESSIONAIRE, including CONCESSIONAIRE, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE 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 CONCESSIONAIRE does not own automobiles, CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE are as specified in Exhibit D.

(4) Food Spoilage, Contamination, & Food Product Liability .

(A) CONCESSIONAIRE'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 CONCESSIONAIRE are as specified in Exhibit D.

Section 14. Termination of Agreement for Breach.

(a) Material Breach: Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation under this Agreement that directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of Seminole County

Parks will be a material breach and will entitle COUNTY to terminate this Agreement and all of CONCESSIONAIRE's rights arising under the Agreement upon fifteen (15) days written notice. This also includes CONCESSIONAIRE's failure to provide adequate service to the public. Nothing in this Agreement will preclude COUNTY or its agents from taking any immediate necessary action, including immediate termination to remedy dangerous or unsafe conditions or serious threats to the safety of COUNTY staff or the public, regardless of the impact upon CONCESSIONAIRE. COUNTY retains the right, through its Leisure Services Director, to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach under this Agreement. Any such determination will be conclusive and binding upon the parties for terminating the Agreement in accordance with the foregoing. CONCESSIONAIRE's failure to provide required services for either three (3) consecutive days or six (6) days total during a season when leagues or tournaments are conducted will be a material breach of this Agreement. If after notice of termination for CONCESSIONAIRE's failure to fulfill its obligations under this Agreement, it is determined that CONCESSIONAIRE did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY.

(b) Loss of Essential Licenses – Extraordinary Breach. The loss by CONCESSIONAIRE of any license or permit necessary to the legal performance of CONCESSIONAIRE's duties and obligations under this Agreement will constitute an extraordinary breach of this Agreement and will be grounds for immediate termination by COUNTY. This provision applies specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection applies irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. COUNTY retains the right to demand performance that is in all ways satisfactory to COUNTY. COUNTY retains the exclusive right to determine

whether performance is or is not satisfactory. In the event CONCESSIONAIRE's performance under this Agreement is deemed unsatisfactory, COUNTY will have the right to terminate this Agreement and all rights and obligations under this Agreement. Upon delivery of fifteen (15) day's written notice to CONCESSIONAIRE, notice of termination under this subsection will provide such additional time for termination, discontinuance of operations, and vacation of COUNTY Parks as deemed appropriate by the Director.

(d) Insolvency. COUNTY has the right to immediately terminate this Agreement if: (1) CONCESSIONAIRE makes an assignment for the benefit of creditors; (2) CONCESSIONAIRE files a petition in bankruptcy; (3) CONCESSIONAIRE is adjudged a bankrupt; (4) the interest of CONCESSIONAIRE under this Agreement is levied upon and sold upon execution; (5) by operation of law the interest of CONCESSIONAIRE under this Agreement becomes vested in another person, firm, or corporation because of the insolvency of CONCESSIONAIRE; or (6) in the event that a receiver or trustee is appointed for CONCESSIONAIRE or the interest of CONCESSIONAIRE under this Agreement.

(e) Abandonment. In the event CONCESSIONAIRE ceases to operate the Concession awarded under this Agreement or vacates or abandons COUNTY Parks or permits COUNTY parks to remain vacant or unoccupied without the consent of COUNTY, COUNTY will have the right to immediately terminate this Agreement.

(f) Mutual Termination Upon Disastrous Event. In the event that a fire, or hurricane, flood, windstorm, tornado, earthquake, or other natural disaster damages or destroys the premises to the extent that they cannot be repaired or replaced within sixty (60) days, either party may terminate the Agreement, with each party bearing its own losses due to termination. CONCESSIONAIRE, under such circumstances, shall be entitled to remove its inventory and equipment.

(g) Termination for Convenience. Upon providing thirty (30) day advance written notice to CONCESSIONAIRE, COUNTY may terminate this Agreement for convenience of COUNTY.

(h) Termination Accounting. In the event of termination under this Section, each party will have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties shall submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination through an appropriate cause of action. In any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, COUNTY will be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas of COUNTY Parks, immediately after the period for termination notice as provided for above has passed.

(i) Inventory upon Termination. Upon termination of this Agreement, whether it be for material breach or convenience, the CONCESSIONAIRE shall quit the premises and take with it all inventory and equipment that belongs to them except such inventory and equipment that the COUNTY agrees to purchase from CONCESSIONAIRE at a price mutually agreed upon at that time.

Section 15. Advertising. All permitted advertising by CONCESSIONAIRE, on site of COUNTY Parks Concessions or CONCESSIONAIRE's services as it relates to this Agreement must be approved by the COUNTY's Leisure Services Director prior to use by CONCESSIONAIRE.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONCESSIONAIRE, COUNTY shall designate and advise CONCESSIONAIRE 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, CONCESSIONAIRE shall designate or appoint one or more representatives who are authorized to act on behalf of CONCESSIONAIRE and bind CONCESSIONAIRE 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 16. Taxes. CONCESSIONAIRE shall pay any and all taxes or special assessments that may be levied or assessed upon the COUNTY Parks Concession leased under this Agreement. CONCESSIONAIRE shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRE is responsible for all sales taxes that may arise in connection with the operation of CONCESSIONAIRE's business.

Section 17. Inspection. COUNTY has the right to inspect, as it deems necessary, any or all of CONCESSIONAIRE's operations.

Section 18. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under it, without the written consent of the other party. Nor can CONCESSIONAIRE allow anyone else who is not a party to this contract to operate the food service concession area.

Section 19. Subcontractors. CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed under this by CONCESSIONAIRE without the prior written consent of COUNTY.

Section 20. Independent Contractor. At all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed

to find CONCESSIONAIRE an employee of COUNTY, and CONCESSIONAIRE will not be entitled to any of the rights, privileges or benefits of Seminole County employees.

Section 21. Employee Status. Persons employed by CONCESSIONAIRE 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 22. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 23. Waiver of Breach or Default. Waiver of any default may not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement may not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

Section 24. Notices. 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) hand delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, 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 according to this Section:

For COUNTY:

Seminole County Leisure Services Department
100 E. 1st Street
Sanford, FL 32771

Copy to:
Seminole County Purchasing and Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONCESSIONAIRE:
BBB KONA Ice, Inc.
24150 Weldon Dr
Eustis, FL 32736

Section 25. 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 26. Equal Opportunity Employment. CONCESSIONAIRE 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. CONCESSIONAIRE 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 27. Public Records Law.

(a) CONCESSIONAIRE 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. CONCESSIONAIRE 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, CONCESSIONAIRE shall provide COUNTY with all requested public records in CONCESSIONAIRE'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) CONCESSIONAIRE specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) CONCESSIONAIRE 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) CONCESSIONAIRE 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) CONCESSIONAIRE 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, CONCESSIONAIRE shall transfer, at no cost to COUNTY, all public records in possession of CONCESSIONAIRE, or keep and maintain public records required by COUNTY under this Agreement. If CONCESSIONAIRE transfers all public records to COUNTY upon completion of this Agreement, CONCESSIONAIRE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONCESSIONAIRE keeps and maintains the public records upon completion of this

Agreement, CONCESSIONAIRE 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 CONCESSIONAIRE. CONCESSIONAIRE may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONCESSIONAIRE 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 28. No Contingent Fees. CONCESSIONAIRE warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONCESSIONAIRE, to solicit or secure this Agreement and that CONCESSIONAIRE has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bonafide employee working solely for CONCESSIONAIRE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 29. 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, CONCESSIONAIRE 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 CONCESSIONAIRE 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 30. **Conflict of Interest.**

(a) CONCESSIONAIRE 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 Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONCESSIONAIRE 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 CONCESSIONAIRE to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONCESSIONAIRE hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 31. 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 32. 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 33. E-Verify System Registration.

(a) CONCESSIONAIRE 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 CONCESSIONAIRE for engaging with or contracting for the services of any subcontractors under this Agreement, CONCESSIONAIRE must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONCESSIONAIRE 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 CONCESSIONAIRE has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this

Agreement with CONCESSIONAIRE, CONCESSIONAIRE 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 CONCESSIONAIRE otherwise complied with this Section, COUNTY must promptly notify CONCESSIONAIRE and order CONCESSIONAIRE to immediately terminate its agreement with the subcontractor.

(c) CONCESSIONAIRE 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.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

BBB KONA ICE, INC.

_____
Witness

By:_____
Rebecca S. Carpenter, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

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.

Attachments:
Exhibit A - Scope of Services
Exhibit B – Fee Structure
Exhibit C – Menu & 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 A- Scope of Services

PROJECT DESCRIPTION

Inviting proposals from Mobile Concessionaires to provide quality, consistent, courteous, affordable food and beverage services that meet the needs of our parks, programs, and various events throughout the County. Mobile Concessionaire or units that are self-sufficient and self-contained with regards to utilities (Electric & Water) and ice.

Concessionaire shall have the ability to cater both large and small functions and events from BBQ's, luncheons, dinners, snack/dessert food, boxed lunches, etc. at various locations throughout Seminole County's Parks.

Location and schedules of all concessionaires will be determined by Seminole County Parks and Recreation Staff.

Permits and Taxes – Concessionaire agrees to obtain, and pay at its own expense, any and all permits and licenses, which may be required by law or ordinance in the conduct of the Concession and to timely pay any and all taxes, which may be assessed against it for whatever purposes in the operation of said Concession.

The County makes no warranty, promises or representations as to the economic viability of concession.

Concessionaire should be aware that park patrons may bring personal food items into the facility for their own consumption. These items may not be sold to the general public.

CONCESSIONAIRE REQUIREMENTS & RESPONSIBILITIES

All food and beverage items and related prices for sale shall be evident to the public either by “reader board”, printed menu, or both. Concessionaire agrees to provide copy of its menu to the County. Prices charged for food and beverage items shall be reasonable, as agreed upon between Concessionaire and the County.

Concessionaire shall offer a varied and healthful menu including, but not limited to fruit, sandwiches, salads, sports drinks, bottled water, & specialty items such as coffee, snacks, desserts, etc.

Concessionaire shall operate an attractive, sanitary, aesthetically pleasing mobile vending trailer or truck. Pictures of Concessions Trailer or Truck are required with bid submittal.

Concessionaire shall have the ability to track and account for inventory and provide program/event reports back to the Parks & Recreation Manager.

Concessionaire shall have the ability to commit consistent attendance and representation at park locations throughout the County, inclusive of holidays, nights and weekends.

Concessionaire shall have the ability to review and offer pricing and menu options with Parks & Recreation Staff in order to best meet needs of particular parks, programs and events.

Concession signage must be attractive, professional (typically no handwritten signage).

Concessionaire is accountable and responsible for the cleaning and removal of any trash of immediate area adjacent to concession location.

Concessionaire must provide a list of current references, clients, and history of the business.

Concessionaire may be allowed to sub-contract with other purveyors if approved in advance by Seminole County.

Concessionaire Employees

The Concessionaire is an independent contractor and not an employee of the County. The Concessionaire shall ensure a sufficient number of properly trained personnel are employed to manage and operate the concession stand at its maximum efficiency. Sufficient number is a number which consistently provides customers with no unreasonable delay or inconvenience. Employees of the Concessionaire are not employees of the County. Persons working for the Concessionaire on the Premises shall be neat and clean at all times and shall wear some distinctive article of apparel that identifies them as Concessionaire employees. They shall be courteous to all guests and patrons of the Premises. Employees shall not use improper language, consume alcoholic beverages, behave in a boisterous manner, or engage in any horseplay, immoral, disreputable, or unbecoming or otherwise illegal or objectionable conduct or activities while on the Premises.

Service staff for concessionaire is uniformly presented and well trained in customer service practices and meets background screening requirements as requested by Seminole County.

Exhibit B- Fee Structure

In accordance with terms and conditions of this agreement, CONCESSIONAIRE Agrees to compensate the County 15% (Fifteen Percent) of the gross revenues it received for all food and beverages sold pursuant to this agreement.

Shall be accompanied by a detailed monthly financial statement showing all gross revenues generated by CONCESSIONAIRE's sale of food and beverage items at COUNTY Parks

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

Exhibit B- Fee Structure

RFQ No. RFQ-604981-25/LAS

Mobile Concession Services for Seminole County Parks & Recreation

SELECTED VENDOR

BBB Kona Ice, Inc. 24150 Weldon Dr. Eustis, FL 32736 Rebecca Carpenter rcarpenter@kona-ice.com PH: 407-509-3142	PROPOSED REVENUE RETURNED TO COUNTY **15%**

Mobile Concessionaire Services for Seminole County Parks & Recreation			BBB KONA Ice, Inc
Line Item	Description	Unit of Measure	Percentage
1	Proposed Revenue Returned to County (Greater than or equal to 10%)	Percent	15%

Exhibit C- Menu with Pricing



EXHIBIT D

INSURANCE REQUIREMENTS

RFQ-604981-25/LAS MOBILE CONCESSIONAIRE SERVICES

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	Per 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.	Food Spoilage and Contamination:	$ 10,000	Per Claim
E.	Food Product Liability:	$ 1,000,000	Per Occurrence
		$ 2,000,000	General Aggregate

~~ End Exhibit D ~~

Agreement Name: _____

Agreement Number: _____

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_____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 _____ day of_____, 20____.

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

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

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

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:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

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 _____, 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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ 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)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

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

File Number: 2025-731

Title:

Award RFQ-604928-25/LAS - Demolition Services for Seminole County to Champion Services of Florida LLC, Apopka, FL, Cross Construction Services Inc., Lutz, FL, and Cross Environmental Services Inc., Crystal Springs, FL, and authorize the Purchasing and Contracts Division to execute the agreements. Countywide **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fleet and Facilities

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Manager

Contact/Phone Number:

Louis Straffi/407-665-7114

Background:

RFQ-604928-25/LAS prequalified demolition contractors to be utilized on an as-needed basis for various demolition projects throughout Seminole County. Qualified contractors shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure. Contractors will be responsible for properly demolishing, removing, and disposing of the requested structure and all its contents. All work shall conform to the standards established by applicable federal, state, and local laws.

This project was publicly advertised, and the County received nine (9) submittals in response to the solicitation. The evaluation committee consisted of Anthony Maddox, Division Manager, Edward Rickey, Program Manager, and Doug Johnson, Program Manager, all from the Facilities Division. Consideration was given to Licenses/Certifications, Prime-sub relationship, Experience, Project Understanding and Approach, Workload, and Organizational Structure. The evaluation committee recommends awarding to the top three (3) ranked contractors, Champion Services of Florida LLC, Cross Construction Services Inc., and Cross Environmental Services Inc.

The services to be rendered by the contractors will commence on execution of the agreement and continue for a period of three (3) years. At the sole option of the County, this agreement may be renewed for two (2) successive years not to exceed one (1) year each.

Requested Action:

Staff requests that the Board award RFQ-604928-25/LAS - Demolition Services for Seminole County to Champion Services of Florida LLC, Apopka FL, Cross Construction Services Inc., Lutz, FL, and Cross Environmental Services Inc., Crystal Springs FL and authorize the Purchasing and Contracts Division to execute the agreements.

Notice of Recommended Award

Recommendation of Award for:

RFQ-604928-25/LAS - Demolition Services for Seminole County

To: Champion Services of Florida, LLC, Cross Construction Services Inc., Cross Environmental Service

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: Anthony Maddox, Division Manager

Signature: _____ Date: 7/24/25

Name: Doug Johnson, Program Manager II

Signature: _____ Date: 7/24/25

Name: Edward Rickey, Program Manager I

Signature: _____ Date: 24 July 2025

Name: _____

Signature: _____ Date: _____

Director:

Name: Chad Wilsky, Director of Fleet & Facilities

Signature: _____ Date: 7/24/2025

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

EVALUATION TABULATION

RFQ No. RFQ-604928-25/LAS

Demolition Services for Seminole County

RESPONSE DEADLINE: May 7, 2025 at 2:00 pm

VENDORS RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Champion Services of Florida LLC	Apopka, FL
CROSS CONSTRUCTION SERVICES, INC.	LUTZ, FL
Cross Environmental Services, Inc.	Crystal Springs, FL

Recommendation/Intent to Award: Champion Services of Florida, LLC, Cross Construction Services Inc., & Cross Environmental Services Inc. BCC Date: 8/12/2025 (Tentative)

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Licenses/Certifications, Company & Personnel Qualifications	Points Based	20 *(20% of Total)*

Description:

- Credentials, qualifications, and years of experience of the staff for both the Prime and Subcontractors and key personnel as presented by resumes, education and training.
- Professional certifications, titles and accomplishments by staff
- Affiliations, memberships and officers of staff in professional organizations
- Respondents shall be licensed General, Building, Residential or Demolition Contractor

Criteria	Scoring Method	Weight (Points)
Prime-Sub Relationship	Points Based	15 *(15% of Total)*

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	20 *(20% of Total)*

Experience providing similar services/ references including timeliness of performance; to evaluate past performance, all respondents are required to submit three (3) references illustrating a minimum of five (5) years' relevant experience that are the same or similar to the magnitude of this Request. For company name and/or ownership changes, appropriate documentation shall be required.

Criteria	Scoring Method	Weight (Points)
Project Understanding & Project Approach	Points Based	20 *(20% of Total)*

Description:

- Overall project approach to support the needs and objectives of projects
- Whether the vendor can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference.
- Quality of performance of previous contracts or services.

Criteria	Scoring Method	Weight (Points)
Workload	Points Based	15 *(15% of Total)*

Description:

- Recent, current and projected workload
- Ability to respond to inquiries in a timely manner; 2 hours for emergency services, 48 hours for non-emergencies
- Quality, availability and adaptability of the contractual services to the particular use required

Criteria	Scoring Method	Weight (Points)
Organizational Structure	Points Based	10 *(10% of Total)*

Description:

- Number of employees, listing of subcontractors, and adequacy of personnel

AGGREGATE SCORES SUMMARY

Vendor	Doug Johnson	Anthony Maddox	Edward Rickey	Total Score (Max Score 100)	Total Average Rank
CROSS CONSTRUCTION SERVICES, INC.	80 (2)	90 (1.5)	97 (2.5)	**89**	**2**
Champion Services of Florida LLC	77 (3.5)	90 (1.5)	98 (1)	**88.33**	**2**
Cross Environmental Services, Inc.	82 (1)	60 (5)	97 (2.5)	**79.67**	**2.83**
Samsula Waste Inc dba Samsula Demolition	72 (5)	70 (3)	96 (4)	**79.33**	**4**
463610439	77 (3.5)	65 (4)	81 (5)	**74.33**	**4.17**
Advanced Demolition	51 (6)	0 (8.5)	65 (6)	**38.67**	**6.83**
Decon Environmental & Engineering Inc	18 (8)	40 (6)	47 (7)	**35**	**7**
R2R DEMOLITION INC	27 (7)	35 (7)	17 (8)	**26.33**	**7.33**
CS Constructor	6 (9)	0 (8.5)	1 (9)	**2.33**	**8.83**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Licenses/Certifications, Company & Personnel Qualifications Points Based 20 Points (20%)	Prime-Sub Relationship Points Based 15 Points (15%)	Experience Points Based 20 Points (20%)	Project Understanding & Project Approach Points Based 20 Points (20%)	Workload Points Based 15 Points (15%)	Organizational Structure Points Based 10 Points (10%)	Total Score (Max Score 100)
CROSS CONSTRUCTION SERVICES, INC.	19.3	14.3	19	16.7	10.3	9.3	**89**
Champion Services of Florida LLC	19.3	14.3	19.3	15.7	10.3	9.3	**88.33**
Cross Environmental Services, Inc.	19	13.7	17.7	12.7	7.7	9	**79.67**
Samsula Waste Inc dba Samsula Demolition	18.7	13	17.3	10	12.3	8	**79.33**
463610439	18.3	12	14.3	15	7.7	7	**74.33**
Advanced Demolition	7.7	1.7	11.7	9.7	5.3	2.7	**38.67**
Decon Environmental & Engineering Inc	11.7	0.3	9.3	5	5	3.7	**35**
R2R DEMOLITION INC	10.7	1.7	6.7	3.3	3.3	0.7	**26.33**
CS Constructor	0.3	0.3	0.3	0.3	0.3	0.7	**2.33**

INDIVIDUAL PROPOSAL SCORES

463610439

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 20

Certified General Contractor CGC1513413

Edward Rickey: 17

good documentation of GC and employee qualifications. No mention of sub contractors used

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 13

Meets all Criteria

Anthony Maddox: 15

Demolition services are in-house

Edward Rickey: 8

Mentioned only in passing. No Names

Experience | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 10

Road and structure demolition.

Edward Rickey: 15

All experience seems to be after 2022, so the 5 year limit was not met. Possible exception can be for a continuous contract but no dates are given.

Project Understanding & Project Approach | Points Based | 20 Points (20%)
Doug Johnson: 12
No performance of previous contracts submitted
Anthony Maddox: 15
Good understanding of the project with a good approach
Edward Rickey: 18
Clear approach to work shown and systematic planning.

Workload | Points Based | 15 Points (15%)
Doug Johnson: 8
no current project workload submitted
Anthony Maddox: 0
No specific understanding of current workload
Edward Rickey: 15
Beyond continuous contract, no other workload mentioned.

Organizational Structure | Points Based | 10 Points (10%)
Doug Johnson: 8
Meets all Criteria
Anthony Maddox: 5
Experience staff
Edward Rickey: 8
No listing of subcontractors, otherwise personnel are adequate.

Advanced Demolition

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 8

No staff listed.

Anthony Maddox: 0

No defined information

Edward Rickey: 15

Respondent provided a CGC number, but no other certifications, references to subcontractors or personnel. Years of qualification can be inferred from references. Emphasis on safety in submitted letter

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 5

minimum information provided

Anthony Maddox: 0

No defined information

Edward Rickey: 0

Nothing mentioned. No references, even in passing, to subcontractors.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 15

Meets all Criteria

Anthony Maddox: 0

No defined information

Edward Rickey: 20

Adequate references with a history of term contract for City of Orlando reference list goes back to 2017

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 12

No quality of performance submitted

Anthony Maddox: 0

No defined information

Edward Rickey: 17

No real metrics other than dates of projects and costs. Typical reference projects are in the $150K-$400K range. Typical jobs referred are 4-6 months. Claims in letter to be able to meet needs and timelines of clients.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 8

No workload provided

Anthony Maddox: 0

No defined information

Edward Rickey: 8

Unknown.

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 3

No list of employees provided

Anthony Maddox: 0

No defined information

Edward Rickey: 5

No information. Other employees are implied in the safety section, but no listing of numbers or qualifications of employees or subcontractors offered,

Champion Services of Florida LLC

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 20

Certified General Contractor CGC1513414

Edward Rickey: 20

Excellent documentation. Licensed Building contractor. Licensed in asbestos abatement. Excellent referring to other qualifications.

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 13

Meets all Criteria

Anthony Maddox: 15

Certified General Contractor CGC1513414

Edward Rickey: 15

Explained that they do all work in-house and are a one-stop shop. Directly answered the question from the questionnaire.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 20

Good array of commercial building demolition

Edward Rickey: 20

Previous work for Seminole County, in business from 2006

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 12

No quality of performance submitted

Anthony Maddox: 15

Great approach

Edward Rickey: 20

Typically work begins within 7 days of permits issued, has worked on projects up to $500K in reference.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 8

No current workload submitted

Anthony Maddox: 10

Schools, single-family homes, and interior demolition projects No specific projects defined.

Edward Rickey: 13

Honest about workload, they have multiple single-family demos and a school project. Anticipate a growth year. Workload might impact start times, but they address it openly.

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 8

Meets all Criteria

Anthony Maddox: 10

Employs 22 full time employees, 6 in office employees and 16 field employees consisting of truck drivers, equipment operators, team leads and laborers.

Edward Rickey: 10

Again are committed to fully in house work so they seem to have everything they need for a demo project. Provided equipment list and ability to rent. 22 full time employees with 6 office and 16 field.

CROSS CONSTRUCTION SERVICES, INC.

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 20

Certified Building Contractor CBC059838

Edward Rickey: 20

Has certifications for asbestos and lead removal. Is GC, and has 30 years experience. meets qualifications;

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 13

Meets all Criteria

Anthony Maddox: 15

Demolition services are in-house

Edward Rickey: 15

Good relationship indicated with subs but prefers to use own staff.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all Criteria

Anthony Maddox: 20

Each PM has 10-30 years of experience.

Edward Rickey: 19

References are good, but very recent completion dates. In business since at least 1981, the experience is there.

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 15

Quality of performance submitted

Anthony Maddox: 15

Great approach

Edward Rickey: 20

detailed approach with lots of technical data, has also completed contract with Seminole County for the decommissioned water treatment plants.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 8

No workload submitted

Anthony Maddox: 10

Current workload unclear as current and past project list is intertwine.

Edward Rickey: 13

typical mobilizations are 10 business days by code by can perform emergency work immediately. Located in Lutz, right at edge of 2 hour window. No mention of current workload.

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 8

Meets all Criteria

Anthony Maddox: 10

Good structure

Edward Rickey: 10

80 technicians and leadership positions have relevant qualifications.

Cross Environmental Services, Inc.

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 18

Meets all criteria.

Anthony Maddox: 20

Class A General Contractor in multiple states Florida General Contractor: CGC062981

Edward Rickey: 19

Excellent qualifications for personnel and leadership, no mention of subs. May be one stop shop given the size. All requirements met.

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 12

Meets Criteria

Anthony Maddox: 15

Demolition services are in-house

Edward Rickey: 14

No mention of subs, but says they self-perform most of their work.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 18

meets all criteria

Anthony Maddox: 15

Road DOT and structure demolition.

Edward Rickey: 20

great references.

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 18

meets all criteria

Anthony Maddox: 0

No project approach defined

Edward Rickey: 20

The scale of projects represented is well and adequate for SC needs.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 8

No workload submitted.

Anthony Maddox: 0

No specific understanding of current workload

Edward Rickey: 15

Based in Crystal Springs they are just under a 2hour response window. Their previous work is great.

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 8

Meets criteria

Anthony Maddox: 10

Good structure

Edward Rickey: 9

85 employees, 100 pieces of equipment. Most of their work is in-house so no real discussion of subcontractors. Great qualifications

CS Constructor

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 1

no information subminted

Anthony Maddox: 0

Price sheet only

Edward Rickey: 0

nothing was supplied, only a price list. no licenses, no personnel. No education or training. Website also has no information.

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 1

No information submitted

Anthony Maddox: 0

Price sheet only

Edward Rickey: 0

Again, unknown. Even the website provided has no such information.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 1

No Experience submitted

Anthony Maddox: 0

Price sheet only

Edward Rickey: 0

No information provided

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 1

No information submitted

Anthony Maddox: 0

Price sheet only

Edward Rickey: 0

No information provided

Workload | Points Based | 15 Points (15%)

Doug Johnson: 1

No Workload submitted

Anthony Maddox: 0

Price sheet only

Edward Rickey: 0

No information provided

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 1

No organizational structure submitted.

Anthony Maddox: 0

Price sheet only

Edward Rickey: 1

The only known employee is the owner.

Decon Environmental & Engineering Inc

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 5

No staff members are listed other than those who appear on the state of Florida license or certificates. is a licensed general contractor.

Anthony Maddox: 20

Abatement and general contractor license

Edward Rickey: 10

Decon has extensive qualifications listed for asbestos and mold remediation. Nothing listed for demolition, other than also having a GC license

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 1

no examples No prime/Sub

Anthony Maddox: 0

no defined sub relationship

Edward Rickey: 0

None mentioned.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 1

Examples of completed tasks include abatement of mold or asbestos. No demolition of structures submitted.

Anthony Maddox: 15

Multiple years experience in projects and staff

Edward Rickey: 12

references are all for asbestos/mold remediation. In spite of being an exceled candidate for *that* service, no discussion on demolition projects.

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 5

No project approach submitted

Anthony Maddox: 0

No project approach defined

Edward Rickey: 10

Decon's proposal seems to be standard package with "demolition" mentioned but no qualifications/explanation.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 5

No current, Recent, or projected workload submitted.

Anthony Maddox: 0

No specific understanding of current workload

Edward Rickey: 10

Not mentioned. From other contract, we know that Decon has a fast response for remediation. Appears to be the Ft Lauderdale office but there is a satellite location in Orlando,

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 1

No organizational structure submitted

Anthony Maddox: 5

Provides staff with licenses, but no org structure

Edward Rickey: 5

21 employees from business license. No mention of qualifications for demolition. Excellent for asbestos/mold remediation.

R2R DEMOLITION INC

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 5

submitted license only

Anthony Maddox: 20

Building Contractor license

Edward Rickey: 7

No proposal provided, file cannot open or does not exist. Can glean from other files that he has a Builders license, operating since 2013 in Pompano Beach.

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 5

Description of previous jobs submitted

Anthony Maddox: 0

no defined sub relationship

Edward Rickey: 0

None mentioned

Experience | Points Based | 20 Points (20%)

Doug Johnson: 5

Submitted three references, no timeline showing the five years required

Anthony Maddox: 15

residential light commercial buildings

Edward Rickey: 0

recent work has three demo projects, two in Orlando and one in Miami. No references.

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 5

No project approach or quality of performance of previous contracts or services submitted

Anthony Maddox: 0

No project approach defined

Edward Rickey: 5

understands the basics of demolition from job descriptions, but nothing about budget, quality, timeliness, etc.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 5

No recent, current, or projected workload submitted

Anthony Maddox: 0

No specific understanding of current workload

Edward Rickey: 5

recent workload indicated as 3 projects, but nothing for current workload. not timely if coming from Pompano Beach. 3 hour 15 min drive time each way.

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 2

no employees submitted

Anthony Maddox: 0

Provides staff with licenses, but no org structure

Edward Rickey: 0

None listed.

Samsula Waste Inc dba Samsula Demolition

Licenses/Certifications, Company & Personnel Qualifications | Points Based | 20 Points (20%)

Doug Johnson: 17

No memberships listed

Anthony Maddox: 20

Certified General Contractor CGC1532185

Edward Rickey: 19

since 2004, licensed GC, good set of skills. Asbestos or lead remediation mentioned but no certifications provided.

Prime-Sub Relationship | Points Based | 15 Points (15%)

Doug Johnson: 15

Had letters for both primary and sub relationships.

Anthony Maddox: 10

Demolition services are in-house

Edward Rickey: 14

mentioned they have a good relationship, won't mention them by name.

Experience | Points Based | 20 Points (20%)

Doug Johnson: 17

No timelines provided for performance.

Anthony Maddox: 15

Staff has over 20 years experience and vast array of demo projects

Edward Rickey: 20

excellent references, going back at least 13 years. Very similar work scope and magnitude.

Project Understanding & Project Approach | Points Based | 20 Points (20%)

Doug Johnson: 10

No project approach submitted.

Anthony Maddox: 0

No project approach defined

Edward Rickey: 20

based on reference letters contractor can provide what we need in scope and on time and budget.

Workload | Points Based | 15 Points (15%)

Doug Johnson: 8

Project list submitted dated 2/26/2025—no timeline explaining current or project start/completion dates

Anthony Maddox: 15

Good visibility of current projects

Edward Rickey: 14

Workload provided on spreadsheet. They have 22 open unbilled contracts, in the $7k-$40K range. Each seems to be short in duration ~1 month. Local in New Smyrna/Port Orange area. Don't see any excessive workload

Organizational Structure | Points Based | 10 Points (10%)

Doug Johnson: 5

Office staff listed 5 office employees. Subcontractors noted but no names provided.

Anthony Maddox: 10

Employ total of 45 employees including Supervisors, Operators, Office Staff, Truck Drivers, Laborers and Mechanics

Edward Rickey: 9

Leadership has definite qualifications. total employees not listed, and subs are mentioned but not listed.

TERM CONTRACT FOR DEMOLITION SERVICES
(RFQu-604928-25/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CHAMPION SERVICES OF FLORIDA, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5582 W. Ponkan Road, Apopka, FL 32712, 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 demolition services 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 quotes from CONTRACTOR. 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 Facilities Management Division
205 West County Home Road
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 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.

(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. 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) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(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 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 Facilities Management Division
205 West County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Champion Services of Florida LLC
5582 W. Ponkan Road
Apopka, FL 32712

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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CHAMPION SERVICES OF FLORIDA LLC

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____

_____
Print Name

_____
Title

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
GLADYS MARROZOS,
Procurement Administrator

Date:_____

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

Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
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

Demolition Scope of Services

Seminole County, Florida is seeking qualified licensed contractors for services consisting of complete demolition, removal, and disposal of all buildings, building components and appurtenances shall include but not be limited to single family homes, multi-family units, accessory structures, and commercial buildings, which may or may not contain asbestos and/or lead based paint.

A. Qualified contractors shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The scope of services shall include, but not be limited to:

1. Properly demolish, remove, and dispose of the requested structure and its contents. Depending on the project, demolition may require the removal of foundations, footings, concrete floors, driveways, walkways, buried fuel tanks, batteries, tires, etc.

2. Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video, or other documentation) of existing work area conditions. A third-party consultant and/or the County's Project Manager will conduct project inspections.

3. Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition.

4. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:

a. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,

b. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,

c. ANSI Z288.2-8 Practices for Respiratory Protection,

d. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Occupational Safety and Health Standards;

2. 29 CFR 1926, Safety and Health Regulations for Construction;

3. 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;

4. 40 CFR 763, Asbestos;

5. 29 CFR 1910.1025 Lead Standard for General Industry;

6. 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;

7. 29 CFR 1926.62 Lead;

8. 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;

9. 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;

10. 49 CFR 171, General Information, Regulations, and Definitions; and

11. 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.

e. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings

f. Florida Statutes 469, Asbestos Abatement

g. Florida Administrative Code (FAC):

1. FAC Chapter 62-257, Asbestos Fee, and

2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.

h. National Institute for Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400

B. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.

C. Maintain and provide the County copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.

D. Depending on the project, Contractor may be required to fill and grade the property.

E. No building or portion of a building shall be removed intact for any use or purpose.

F. All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at the Seminole County Landfill (1930 E. Osceola Road, Geneva, FL 32732). If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County's representative.

G. Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.

H. The County makes no covenant or promise as to the number of available projects or that the Contractor will perform any project for the County during the life of the contract. The Contract does not authorize the performance of any work or require that the County place orders for work. The County will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without County's written permission.

TECHNICAL SPECIFICATIONS:

A. The Contractor shall be properly licensed and comply with all Federal, State, County, and local regulations for demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.

1. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead-based paint are found in any structure.

B. Structures shall be defined as, but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other obstructions. Structures shall be completely demolished and cleared from the property as directed by the County Project Manager.

1. All sheds, porches, roofed areas, and other appurtenances which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building.

2. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.

3. Well capping and septic abandonment shall be included in demolition activities.

4. Swimming pools shall be drained and have the bottom surface broken sufficiently to allow drainage of rainwater, and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.

5. Resolving any interior hoarding shall be the Contractor's responsibility.

C. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to these services, for securing all permits that may be required and the payment of all fees in connection therewith.

D. The Contractor shall make all necessary arrangements with utility companies for the disconnection of all service, the removal and recovery of all meters, and/or equipment owned by the utility companies. The Contractor shall arrange and actually effect the disconnection and closing of water and sewer connections to buildings. The arrangements shall include, but not be limited to, any work that must be performed in addition to work that was normally performed by the utility company in conformity with all applicable codes and regulations of the Seminole County Health Department. All costs incurred in connection with the above work shall be paid for by the Contractor.

E. Unless otherwise directed by the County Project Manager, all parts of the structures, appurtenances, and all materials recovered during demolition, shall be removed and disposed of or recycled by the Contractor. Disposal shall be at the Seminole County Landfill. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.

F. When the description of the work covered by a particular building demolition item does not contain information concerning the presence of asbestos material and asbestos material is discovered after the County Project Manager's instruction, the cost of removing and disposing of such asbestos material shall be added to the Contract price.

G. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, and any other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and the site shall be restored to good condition.

H. All trees on site shall be protected to the maximum extent possible.

I. The Contractor shall provide flagmen for traffic control and safety at any time the demolition requires the blocking of any road, highway and/or right-of-ways. This shall include the loading and unloading of heavy equipment.

J. The Contractor shall adhere to any/all Seminole County, State of Florida or United States laws, rules, ordinances or memos of understanding regarding environmental concerns or conditions.

K. Contractor is responsible for removal of any project-specific debris buried and/or "masked or hidden" by soil or sand that is found within 10 days or 1,000 feet of completion of the project.

CONTRACTOR'S RESPONSIBILITIES

A. Respondents shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor or by Seminole County as a Demolition Contractor. Contractor may bid on all work they are licensed to complete. Contractor may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes.

B. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the County.

C. The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.

1. When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.

D. The Contractor shall be directly responsible for any and all work performed by their subcontractor.

E. The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

F. When requested by the County, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:

1. Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:

a. Section 1910.1001 - Asbestos (AHERA Regulations included);

b. Section 1910.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);

c. Section 1926.58 - Safety and Health Regulations for Construction;

d. Section 1910.20 - Access to Employee Exposure and Medical Records;

e. Section 1910.1200 - Hazard Communication;

f. Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and

g. Section 1910 Subpart D - Walking Working Surfaces.

2. Environmental Protection Agency Title 40 CFR Part 61 NESHAP

a. Subpart A - General Provisions;

b. Subpart B - National Emission Standard for Asbestos; and

c. Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.

3. Florida Statutes

a. Chapter 553 – Building Construction Standard;

b. Chapter 255 – Asbestos Management Program; and

c. Chapter 469 - Asbestos Contractor Licensing Requirements.

G. The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.

H. The Contractor shall provide special on-site training on equipment and procedures unique to a particular job or project location. Additionally, the Contractor shall provide a “site specific” safety plan with instructions to the nearest hospital and emergency phone numbers, etc.

I. The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1. The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.

J. The Contractor shall hold Seminole County harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.

K. For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide, at their own expense, all necessary temporary utilities required for the work specified.

L. If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection

Air Program

3319 Maguire Blvd., Suite 232

Orlando, FL 32803-3767

M. During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other County property losses incurred by the Contractor and his labor force.

N. The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.

O. All work shall be supervised by an on-site competent person at all times that work is in progress.

P. The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use County trash receptacles.

1. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172. Disposal shall be at Seminole County Landfill. If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County’s representative.

EXHIBIT B - SAMPLE

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

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 D

RFQ-604928-25/LAS
DEMOLITION SERVICES FOR SEMINOLE COUNTY

INSURANCE REQUIREMENTS

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	Per Occurrence
$ 1,000,000	Personal and Advertising Injury
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Pollution Liability:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

--- End Exhibit D ---

Agreement Name: _____

Agreement Number: _____

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_____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 _____ day of_____, 20____.

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

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

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

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:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

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 _____, 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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ 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)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

TERM CONTRACT FOR DEMOLITION SERVICES
(RFQu-604928-25/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CROSS CONSTRUCTION SERVICES INC.**, duly authorized to conduct business in the State of Florida, whose address is 25221 Wesley Chapel Blvd, Lutz, FL 33559, 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 demolition services 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 quotes from CONTRACTOR. 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 Facilities Management Division
205 West County Home Road
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 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.

(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. 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) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(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 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 Facilities Management Division
205 West County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Cross Construction Services Inc.
25221 Wesley Chapel Blvd.
Lutz, FL 33559

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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CROSS CONSTRUCTION SERVICES INC.

_____
Witness

By:_____

_____
Print Name

_____
Print Name

_____
Witness

_____
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.

Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
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

Demolition Scope of Services

Seminole County, Florida is seeking qualified licensed contractors for services consisting of complete demolition, removal, and disposal of all buildings, building components and appurtenances shall include but not be limited to single family homes, multi-family units, accessory structures, and commercial buildings, which may or may not contain asbestos and/or lead based paint.

A. Qualified contractors shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The scope of services shall include, but not be limited to:

1. Properly demolish, remove, and dispose of the requested structure and its contents. Depending on the project, demolition may require the removal of foundations, footings, concrete floors, driveways, walkways, buried fuel tanks, batteries, tires, etc.

2. Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video, or other documentation) of existing work area conditions. A third-party consultant and/or the County's Project Manager will conduct project inspections.

3. Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition.

4. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:

a. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,

b. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,

c. ANSI Z288.2-8 Practices for Respiratory Protection,

d. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Occupational Safety and Health Standards;

2. 29 CFR 1926, Safety and Health Regulations for Construction;

3. 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;

4. 40 CFR 763, Asbestos;

5. 29 CFR 1910.1025 Lead Standard for General Industry;

6. 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;

7. 29 CFR 1926.62 Lead;

8. 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;

9. 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;

10. 49 CFR 171, General Information, Regulations, and Definitions; and

11. 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.

e. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings

f. Florida Statutes 469, Asbestos Abatement

g. Florida Administrative Code (FAC):

1. FAC Chapter 62-257, Asbestos Fee, and

2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.

h. National Institute for Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400

B. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.

C. Maintain and provide the County copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.

D. Depending on the project, Contractor may be required to fill and grade the property.

E. No building or portion of a building shall be removed intact for any use or purpose.

F. All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at the Seminole County Landfill (1930 E. Osceola Road, Geneva, FL 32732). If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County's representative.

G. Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.

H. The County makes no covenant or promise as to the number of available projects or that the Contractor will perform any project for the County during the life of the contract. The Contract does not authorize the performance of any work or require that the County place orders for work. The County will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without County's written permission.

TECHNICAL SPECIFICATIONS:

A. The Contractor shall be properly licensed and comply with all Federal, State, County, and local regulations for demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.

1. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead-based paint are found in any structure.

B. Structures shall be defined as, but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other obstructions. Structures shall be completely demolished and cleared from the property as directed by the County Project Manager.

1. All sheds, porches, roofed areas, and other appurtenances which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building.

2. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.

3. Well capping and septic abandonment shall be included in demolition activities.

4. Swimming pools shall be drained and have the bottom surface broken sufficiently to allow drainage of rainwater, and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.

5. Resolving any interior hoarding shall be the Contractor's responsibility.

C. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to these services, for securing all permits that may be required and the payment of all fees in connection therewith.

D. The Contractor shall make all necessary arrangements with utility companies for the disconnection of all service, the removal and recovery of all meters, and/or equipment owned by the utility companies. The Contractor shall arrange and actually effect the disconnection and closing of water and sewer connections to buildings. The arrangements shall include, but not be limited to, any work that must be performed in addition to work that was normally performed by the utility company in conformity with all applicable codes and regulations of the Seminole County Health Department. All costs incurred in connection with the above work shall be paid for by the Contractor.

E. Unless otherwise directed by the County Project Manager, all parts of the structures, appurtenances, and all materials recovered during demolition, shall be removed and disposed of or recycled by the Contractor. Disposal shall be at the Seminole County Landfill. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.

F. When the description of the work covered by a particular building demolition item does not contain information concerning the presence of asbestos material and asbestos material is discovered after the County Project Manager's instruction, the cost of removing and disposing of such asbestos material shall be added to the Contract price.

G. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, and any other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and the site shall be restored to good condition.

H. All trees on site shall be protected to the maximum extent possible.

I. The Contractor shall provide flagmen for traffic control and safety at any time the demolition requires the blocking of any road, highway and/or right-of-ways. This shall include the loading and unloading of heavy equipment.

J. The Contractor shall adhere to any/all Seminole County, State of Florida or United States laws, rules, ordinances or memos of understanding regarding environmental concerns or conditions.

K. Contractor is responsible for removal of any project-specific debris buried and/or "masked or hidden" by soil or sand that is found within 10 days or 1,000 feet of completion of the project.

CONTRACTOR'S RESPONSIBILITIES

A. Respondents shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor or by Seminole County as a Demolition Contractor. Contractor may bid on all work they are licensed to complete. Contractor may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes.

B. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the County.

C. The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.

1. When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.

D. The Contractor shall be directly responsible for any and all work performed by their subcontractor.

E. The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

F. When requested by the County, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:

1. Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:

a. Section 1910.1001 - Asbestos (AHERA Regulations included);

b. Section 1910.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);

c. Section 1926.58 - Safety and Health Regulations for Construction;

d. Section 1910.20 - Access to Employee Exposure and Medical Records;

e. Section 1910.1200 - Hazard Communication;

f. Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and

g. Section 1910 Subpart D - Walking Working Surfaces.

2. Environmental Protection Agency Title 40 CFR Part 61 NESHAP

a. Subpart A - General Provisions;

b. Subpart B - National Emission Standard for Asbestos; and

c. Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.

3. Florida Statutes

a. Chapter 553 – Building Construction Standard;

b. Chapter 255 – Asbestos Management Program; and

c. Chapter 469 - Asbestos Contractor Licensing Requirements.

G. The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.

H. The Contractor shall provide special on-site training on equipment and procedures unique to a particular job or project location. Additionally, the Contractor shall provide a “site specific” safety plan with instructions to the nearest hospital and emergency phone numbers, etc.

I. The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1. The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.

J. The Contractor shall hold Seminole County harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.

K. For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide, at their own expense, all necessary temporary utilities required for the work specified.

L. If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection

Air Program

3319 Maguire Blvd., Suite 232

Orlando, FL 32803-3767

M. During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other County property losses incurred by the Contractor and his labor force.

N. The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.

O. All work shall be supervised by an on-site competent person at all times that work is in progress.

P. The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use County trash receptacles.

1. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172. Disposal shall be at Seminole County Landfill. If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County’s representative.

EXHIBIT B - SAMPLE

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

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 D

RFQ-604928-25/LAS
DEMOLITION SERVICES FOR SEMINOLE COUNTY

INSURANCE REQUIREMENTS

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	Per Occurrence
$ 1,000,000	Personal and Advertising Injury
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Pollution Liability:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

--- End Exhibit D ---

Agreement Name: _____

Agreement Number: _____

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_____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 _____ day of_____, 20____.

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

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

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

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:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

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 _____, 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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ 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)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

TERM CONTRACT FOR DEMOLITION SERVICES
(RFQu-604928-25/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CROSS ENVIRONMENTAL SERVICES INC.**, duly authorized to conduct business in the State of Florida, whose address is PO Box 1299, Crystal Springs, FL 33524, 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 demolition services 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 quotes from CONTRACTOR. 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 Facilities Management Division
205 West County Home Road
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 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.

(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. 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) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(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 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 Facilities Management Division
205 West County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Cross Environmental Services Inc.
PO Box 1299
Crystal Springs, FL 33524

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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: **CROSS ENVIRONMENTAL SERVICES, INC.**

_____ By:_____
Witness

_____ _____
Print Name Print Name

_____ _____
Witness Title

_____ _____
Print Name Date

SEMINOLE COUNTY, FLORIDA

_____ By:_____
Witness 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.

Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
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

Demolition Scope of Services

Seminole County, Florida is seeking qualified licensed contractors for services consisting of complete demolition, removal, and disposal of all buildings, building components and appurtenances shall include but not be limited to single family homes, multi-family units, accessory structures, and commercial buildings, which may or may not contain asbestos and/or lead based paint.

A. Qualified contractors shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The scope of services shall include, but not be limited to:

1. Properly demolish, remove, and dispose of the requested structure and its contents. Depending on the project, demolition may require the removal of foundations, footings, concrete floors, driveways, walkways, buried fuel tanks, batteries, tires, etc.

2. Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video, or other documentation) of existing work area conditions. A third-party consultant and/or the County's Project Manager will conduct project inspections.

3. Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition.

4. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:

a. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,

b. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,

c. ANSI Z288.2-8 Practices for Respiratory Protection,

d. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Occupational Safety and Health Standards;

2. 29 CFR 1926, Safety and Health Regulations for Construction;

3. 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;

4. 40 CFR 763, Asbestos;

5. 29 CFR 1910.1025 Lead Standard for General Industry;

6. 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;

7. 29 CFR 1926.62 Lead;

8. 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;

9. 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;

10. 49 CFR 171, General Information, Regulations, and Definitions; and

11. 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.

e. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings

f. Florida Statutes 469, Asbestos Abatement

g. Florida Administrative Code (FAC):

1. FAC Chapter 62-257, Asbestos Fee, and

2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.

h. National Institute for Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400

B. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.

C. Maintain and provide the County copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.

D. Depending on the project, Contractor may be required to fill and grade the property.

E. No building or portion of a building shall be removed intact for any use or purpose.

F. All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at the Seminole County Landfill (1930 E. Osceola Road, Geneva, FL 32732). If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County's representative.

G. Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.

H. The County makes no covenant or promise as to the number of available projects or that the Contractor will perform any project for the County during the life of the contract. The Contract does not authorize the performance of any work or require that the County place orders for work. The County will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without County's written permission.

TECHNICAL SPECIFICATIONS:

A. The Contractor shall be properly licensed and comply with all Federal, State, County, and local regulations for demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.

1. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead-based paint are found in any structure.

B. Structures shall be defined as, but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other obstructions. Structures shall be completely demolished and cleared from the property as directed by the County Project Manager.

1. All sheds, porches, roofed areas, and other appurtenances which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building.

2. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.

3. Well capping and septic abandonment shall be included in demolition activities.

4. Swimming pools shall be drained and have the bottom surface broken sufficiently to allow drainage of rainwater, and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.

5. Resolving any interior hoarding shall be the Contractor's responsibility.

C. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to these services, for securing all permits that may be required and the payment of all fees in connection therewith.

D. The Contractor shall make all necessary arrangements with utility companies for the disconnection of all service, the removal and recovery of all meters, and/or equipment owned by the utility companies. The Contractor shall arrange and actually effect the disconnection and closing of water and sewer connections to buildings. The arrangements shall include, but not be limited to, any work that must be performed in addition to work that was normally performed by the utility company in conformity with all applicable codes and regulations of the Seminole County Health Department. All costs incurred in connection with the above work shall be paid for by the Contractor.

E. Unless otherwise directed by the County Project Manager, all parts of the structures, appurtenances, and all materials recovered during demolition, shall be removed and disposed of or recycled by the Contractor. Disposal shall be at the Seminole County Landfill. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.

F. When the description of the work covered by a particular building demolition item does not contain information concerning the presence of asbestos material and asbestos material is discovered after the County Project Manager's instruction, the cost of removing and disposing of such asbestos material shall be added to the Contract price.

G. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, and any other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and the site shall be restored to good condition.

H. All trees on site shall be protected to the maximum extent possible.

I. The Contractor shall provide flagmen for traffic control and safety at any time the demolition requires the blocking of any road, highway and/or right-of-ways. This shall include the loading and unloading of heavy equipment.

J. The Contractor shall adhere to any/all Seminole County, State of Florida or United States laws, rules, ordinances or memos of understanding regarding environmental concerns or conditions.

K. Contractor is responsible for removal of any project-specific debris buried and/or "masked or hidden" by soil or sand that is found within 10 days or 1,000 feet of completion of the project.

CONTRACTOR'S RESPONSIBILITIES

A. Respondents shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor or by Seminole County as a Demolition Contractor. Contractor may bid on all work they are licensed to complete. Contractor may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes.

B. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the County.

C. The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.

1. When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.

D. The Contractor shall be directly responsible for any and all work performed by their subcontractor.

E. The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

F. When requested by the County, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:

1. Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:

a. Section 1910.1001 - Asbestos (AHERA Regulations included);

b. Section 1910.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);

c. Section 1926.58 - Safety and Health Regulations for Construction;

d. Section 1910.20 - Access to Employee Exposure and Medical Records;

e. Section 1910.1200 - Hazard Communication;

f. Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and

g. Section 1910 Subpart D - Walking Working Surfaces.

2. Environmental Protection Agency Title 40 CFR Part 61 NESHAP

a. Subpart A - General Provisions;

b. Subpart B - National Emission Standard for Asbestos; and

c. Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.

3. Florida Statutes

a. Chapter 553 – Building Construction Standard;

b. Chapter 255 – Asbestos Management Program; and

c. Chapter 469 - Asbestos Contractor Licensing Requirements.

G. The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.

H. The Contractor shall provide special on-site training on equipment and procedures unique to a particular job or project location. Additionally, the Contractor shall provide a "site specific" safety plan with instructions to the nearest hospital and emergency phone numbers, etc.

I. The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1. The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.

J. The Contractor shall hold Seminole County harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.

K. For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide, at their own expense, all necessary temporary utilities required for the work specified.

L. If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection

Air Program

3319 Maguire Blvd., Suite 232

Orlando, FL 32803-3767

M. During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other County property losses incurred by the Contractor and his labor force.

N. The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.

O. All work shall be supervised by an on-site competent person at all times that work is in progress.

P. The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use County trash receptacles.

1. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172. Disposal shall be at Seminole County Landfill. If for some reason the materials cannot be disposed of there, then a suitable alternative site shall be selected by the contractor and approved by the County’s representative.

EXHIBIT D

RFQ-604928-25/LAS
DEMOLITION SERVICES FOR SEMINOLE COUNTY

INSURANCE REQUIREMENTS

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	Per Occurrence
$ 1,000,000	Personal and Advertising Injury
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Pollution Liability:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

--- End Exhibit D ---

Agreement Name: _____

Agreement Number: _____

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_____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 _____ day of_____, 20____.

_____
Consultant Name

By:_____
Print/Type Name: _____
Title: _____

STATE OF_____

COUNTY OF _____

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

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/19/2021

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:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

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 _____, 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: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ 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)

Print, Type or Stamp Name of Notary:_____
My commission expires:_____

File Number: 2025-749

Title:

Approve and authorize the Chairman to execute Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65. District1 - Dallari **(Stephen Koontz, Resource Management Deputy Director)** Requesting Department - Fire Department

Division:

Resource Management - Real Estate

Authorized By:

Stephen Koontz, Resource Management Deputy Director

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

On October 28, 1992, the Board of County Commissioners approved the Agreement with Orange County and University of Central Florida for a lease of the land owned by University of Central Florida. The lease inception date was February 24, 1993, for a thirty (30) year term with the maturity date of February 24, 2023. On February 21, 2023, The Board of County Commissioners approved the First Renewal and Amendment which renewed the agreement for a twenty (20) year term with the maturity date of February 24, 2043. The insurance provision was updated per Risk Management. The Agreement may be renewed for an additional thirty (30) year term upon mutual agreement of Seminole, Orange and the University of Central Florida. Seminole County and Orange County agreed to construct a fire station for the joint use of the fire station site and classroom facility (now known as the Auxiliary Building) for the use by Orange County, Seminole County, and the University of Central Florida. The facility was completed in 2000 and is currently known as Fire Station 65 located at 4999 North Orion Blvd, Orlando, FL 32816 containing about 7,300 square feet.

The proposed Amended and Restated Ground Lease Agreement amends Section 4 of the agreement, Auxiliary Building, to allow for the building to be repurposed as a satellite police station used by the University of Central Florida. The University will be

responsible for all expenses related to the use of the building. The University further agrees to pay one dollar ($1.00) per year for the use of the building.

The County may terminate the lease at any time upon six (6) months' notice to the other parties.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Amended and Restated Ground Lease Agreement between Seminole County, Orange County, and the University of Central Florida concerning Fire Station 65 with maturity date of February 24, 2043.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 01 2025

AMENDED AND RESTATED GROUND LEASE AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING FIRE STATION 65

THIS AMENDED AND RESTATED GROUND LEASE 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amended and Restated Ground Lease Agreement referred to as "SEMINOLE," **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor, Orlando, Florida 32801, in this Amended and Restated Ground Lease Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg. 16A, Orlando, Florida 32816, in this Amended and Restated Ground Lease Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, along which is located McCulloch Road; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the ground lease of UNIVERSITY property for the construction of a fire station, now known as Fire Station 65, and an Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "1993 Lease Agreement") for the lease of the property described in Exhibit A to this Amended and Restated Ground Lease Agreement (the "Leased Premises"); and

WHEREAS, SEMINOLE and ORANGE entered the 1993 Lease Agreement based on the need to establish a fire station to serve the area around UNIVERSITY, and UNIVERSITY agreed to make such land available to them; and

WHEREAS, on February 21, 2023, SEMINOLE, ORANGE and UNIVERSITY entered into that certain First Renewal and Amendment to Agreement and Interlocal Agreement Between Seminole County, Orange County, and the University of Central Florida Concerning the Lease of Fire Station 65 ("2023 First Renewal and Amendment").

WHEREAS, the 1993 Lease Agreement, as renewed and amended by the 2023 First Renewal and Amendment, needs to be amended and restated to clarify the original intent of the parties, to reflect the current and future intended use of the Leased Premises, and to enable the parties to continue to enjoy the mutual benefits these instruments provide.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Amended and Restated Ground Lease Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE's respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Amended and Restated Ground Lease Agreement upon which the parties have relied.

Section 2. Term of lease, location. UNIVERSITY shall lease the Leased Premises to SEMINOLE and ORANGE for a term of fifty (50) years commencing on February 24, 1993 and ending on February 23, 2043. This Amended and Restated Ground Lease Agreement is renewable for an additional thirty (30) year term at the option of SEMINOLE and ORANGE. During the term of this Amended and Restated Ground Lease Agreement, any improvements constructed by SEMINOLE and ORANGE on the Leased Premises will be jointly owned by SEMINOLE and ORANGE. Upon termination of this Amended and Restated Ground Lease Agreement and any extensions to it, ownership of the improvements made to the property will revert to UNIVERSITY. These improvements include Fire Station 65 and the Auxiliary Building as discussed below and as depicted on Exhibit B, Building Locations, which is attached to and incorporated by reference in this Amended and Restated Ground Lease Agreement. These improvements do not include any individually or jointly owned personal property of ORANGE and SEMINOLE, including all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property, located in the Leased Premises acquired by or for the account of ORANGE, SEMINOLE, or both, without expense to UNIVERSITY, which can be removed without damage to the Leased Premises (collectively, the "Personal Property"). Such Personal Property is and will remain the property of ORANGE, SEMINOLE, or both, respectively, and, except as otherwise prohibited by this Amended and Restated Ground Lease Agreement, such Personal Property may be removed by ORANGE, SEMINOLE, or both, respectively, at any time during the Term of this Amended and Restated Ground Lease Agreement. If any of the Personal Property of ORANGE, SEMINOLE, or both is removed, the respective party or parties removing such Personal Property shall pay the cost of repairing any damage to the Leased Premises resulting from such removal.

Section 3. Construction of Fire Station. SEMINOLE and ORANGE have funded and constructed Fire Station 65 on the Leased Premises according to the terms of the 1993 Lease Agreement. No changes to the appearance of Fire Station 65 are permitted without the specific approval of UNIVERSITY, which approval UNIVERSITY shall not unreasonably withhold.

Section 4. Auxiliary Building.

(a) ORANGE and SEMINOLE have also funded and constructed an Auxiliary Building on the Leased Premises originally intended to be used as an emergency fire training facility. This building measures approximately nine hundred (900) square feet. SEMINOLE and ORANGE designed and constructed the Auxiliary Building according to the terms of the 1993 Lease Agreement. As provided in Section 4(b) of this Amended and Restated Ground Lease Agreement, UNIVERSITY shall acquire possession of and repurpose this building as a satellite police station. If any expansion of this building is needed to accommodate UNIVERSITY, UNIVERSITY shall pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

(b) Upon the Effective Date of this Amended and Restated Ground Lease Agreement, ORANGE and SEMINOLE shall lease the Auxiliary Building back to UNIVERSITY. UNIVERSITY, at its sole cost and expense, shall repurpose the Auxiliary Building as a satellite police station for UNIVERSITY. UNIVERSITY shall pay annual rent to SEMINOLE and ORANGE in the amount of ONE DOLLAR ($1.00) for the Auxiliary Building. UNIVERSITY will be responsible for all costs of equipment to be used in the satellite police station and will be responsible for the operations and maintenance of the satellite police station from funds allocated for that purpose. SEMINOLE and ORANGE will not be responsible for any costs of operation and maintenance of the satellite police station. Nothing contained in this Section operates to take

precedence over the primary function of Fire Station 65 as an instrument of public safety serving the general public.

Section 5. Access Road, Parking and Off-site Retention. UNIVERSITY has constructed and improved the two western lanes of the access road from McCulloch Road to the University, as provided in the 1993 Lease Agreement. This road will be maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY shall continue to provide adequate retention as required to accommodate Fire Station 65, the Auxiliary Building, and any increased parking and retention requirements for an expanded facility.

Section 6. Consideration. As consideration for the provision of a site to house Fire Station 65, SEMINOLE and ORANGE have previously paid the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS ($204,000.00), which is the cash equivalent of the agreed upon value of the Leased Premises.

Section 7. Interlocal Agreement. SEMINOLE and ORANGE have entered into that Interlocal Joint Fire Station Agreement ("JFSA") on June 9, 1993, which delineates the terms through which Fire Station 65 is operated by SEMINOLE and ORANGE. The JFSA addresses the day-to-day operation of Fire Station 65 that will continue to be a matter solely between ORANGE and SEMINOLE and will not involve UNIVERSITY. Under the JFSA, UNIVERSITY's campus is within the fire protection area served by SEMINOLE and ORANGE.

Section 8. Activities Inconsistent with UNIVERSITY Functions. SEMINOLE and ORANGE agree that there will be no use of Fire Station 65 for purposes that are inconsistent with

the activities for UNIVERSITY or that would unreasonably impinge upon UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged, including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities that are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration in this Amended and Restated Ground Lease Agreement, the scope of activities of a fire station and agrees that such activities will not be deemed a breach of this section.

Section 9. Radon Gas Disclosure. Pursuant to Section 404.056, Florida Statutes (2024), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Amended and Restated Ground Lease Agreement.

Section 10. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Amended and Restated Ground Lease Agreement.

Section 11. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Amended and Restated Ground Lease Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Amended and Restated Ground Lease

Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Amended and Restated Ground Lease Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Amended and Restated Ground Lease Agreement.

(d) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a), (b), and (c) above where the negligence of more than one party and their respective servants, agents, employees, or assigns are involved.

(e) Nothing contained in this Amended and Restated Ground Lease Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE, ORANGE, and UNIVERSITY for claims by third parties beyond the waiver provided for in Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, which

statute is deemed to apply to this Amended and Restated Ground Lease Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise.

(f) The waiver of any provision in this Amended and Restated Ground Lease Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Amended and Restated Ground Lease Agreement.

Section 12. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SEMINOLE or UNIVERSITY's officers and employees either by operation of law or by SEMINOLE or UNIVERSITY. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or UNIVERSITY's officers and employees either by operation of law or by ORANGE or UNIVERSITY. Persons employed by UNIVERSITY in the performance of services and functions pursuant to this Amended and Restated Ground Lease Agreement are deemed not to be the employees or agents of ORANGE or SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or SEMINOLE's officers and employees either by operation of law or by ORANGE or SEMINOLE.

Section 13. Notice. Any notice delivered with respect to this Amended and Restated Ground Lease Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, 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 according to this section:

As to SEMINOLE:
Seminole County Services Building
Attn: Leasing Coordinator, Real Estate
1101 E. 1st Street, Room 3140
Sanford, Florida 32771

With copy to:

Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:
Orange County, Florida
Attn: Manager, Real Estate
Management Division
400 East South Street 5th Floor
Orlando, Florida 32801

With copy to:

Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop,
Bldg. 16A
Orlando, FL 32816

With copy to:

Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 14. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Amended and Restated Ground Lease Agreement. The sole jurisdiction and venue for any legal action in connection with this Amended and Restated Ground Lease Agreement will be in the courts of Orange County, Florida.

Section 15. Parties Bound. This Amended and Restated Ground Lease Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 16. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Amended and Restated Ground Lease Agreement with the other parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

parties to be conducted here, and that no such person will have any such interest at any time during the term of this Amended and Restated Ground Lease Agreement.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 17. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Amended and Restated Ground Lease Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Amended and Restated Ground Lease Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 14 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Amended and Restated Ground Lease Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 18. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Amended and Restated Ground Lease Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Amended and Restated Ground Lease Agreement, including the 1993 Lease Agreement and the 2023 First Renewal and Amendment, but excluding the JFSA interlocal agreement described in Section 7 above, which will continue to be a separate agreement between ORANGE and SEMINOLE only.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Amended and Restated Ground Lease Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Amended and Restated Ground Lease Agreement.

Section 19. Assignment or Sublease. The instant Amended and Restated Ground Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 20. Severability. If any provision or application of this Amended and Restated Ground Lease Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Amended and Restated Ground Lease Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Amended and Restated Ground Lease Agreement are declared severable.

Section 21. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Amended and Restated Ground Lease Agreement and that this statute controls over the terms of this Amended and Restated Ground Lease Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Amended and Restated Ground Lease Agreement, for which a non-breaching party may terminate this Amended and Restated Ground Lease Agreement immediately upon written notice to the breaching party.

Section 22. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY shall not discriminate against any employee or applicant for employment for work under this Amended and Restated Ground Lease Agreement because of race, color, religion, sex, age, disability, or national origin. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 23. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Amended and Restated Ground Lease Agreement.

Section 24. Counterparts. This Amended and Restated Ground Lease Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 25. Headings and Captions. All headings and captions contained in this Amended and Restated Ground Lease Agreement are provided for convenience only, do not constitute a part of this Amended and Restated Ground Lease Agreement, and may not be used to define, describe, interpret, or construe any provision of this Amended and Restated Ground Lease Agreement.

Section 26. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Amended and Restated Ground Lease Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 27. WAIVER OF JURY TRIAL. THE PARTIES WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT OR ANY OF ITS PROVISIONS AND ANY

NEGOTIATIONS IN CONNECTION WITH THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT.

Section 28. Effective Date. The Effective Date of this Amended and Restated Ground Lease Agreement will be the date when the last party has properly executed this Amended and Restated Ground Lease Agreement as determined by the date set forth immediately below the respective signatures of the parties.

The balance of this page has been left intentionally blank.

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
JAY ZEMBOWER, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 202 , regular meeting.

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
for Orange County Mayor

Date: 1 July 2025

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

By: _____
for Deputy Clerk

Printed Name: _____

IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Ground Lease Agreement for the purposes stated above.

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

~~JON~~ VARNELL, Vice President of
Administrative Operations

Date: 5/27/25

Attachment:
Exhibit "A" – Sketch & Description
Exhibit "B" – Building Locations

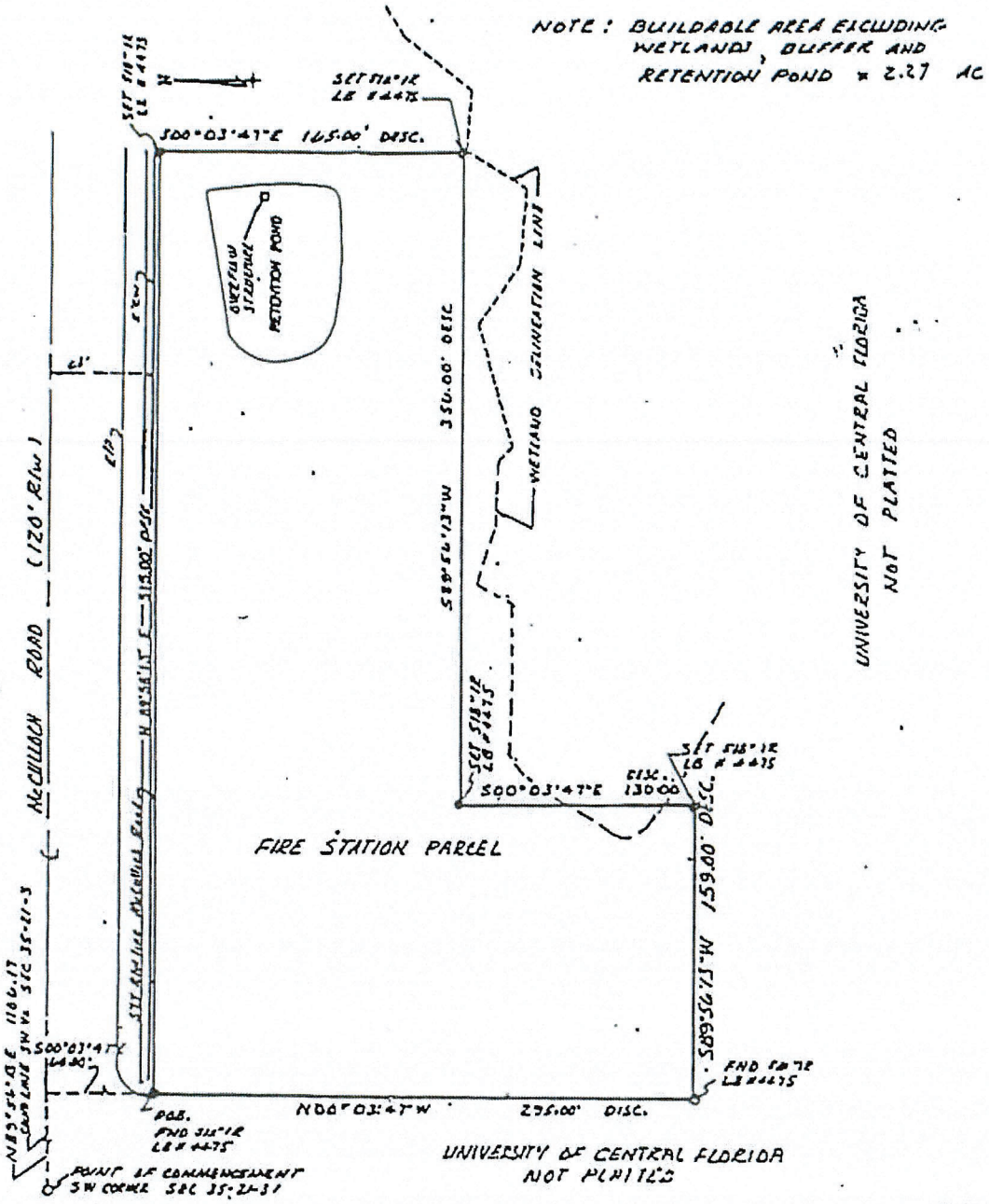
DGS\sfa
03/13/2025
T:\Users\Legal Secretary CSB\Public Works\Leases\2025\Fire Station 65- UCF\2025 Amended and Restated Lease (10.31.24) revised 2.docx

EXHIBIT A

A part of the Northwest 1/4 Section 2, Township 22 South, Range 31 East, Orange County, Fl...

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 30, 31, 32, 33, 34 and 35, Public Records of Seminole County, Florida; run thence S89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence N00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 feet wide right-of-way as it now exists for a Point of Beginning; thence S89°56'13"E a distance of 515.00 feet; thence N00°03'47"E a distance of 165.00 feet; thence S89°56'13"E a distance of 350.00 feet; thence N00°03'47"E a distance of 130.00 feet; thence S89°56'13"E a distance of 151.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 3.1253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=60'
DRAWN BY: AS

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. [illegible] FLORIDA.

REVISIONS:
REVISED DESCRIPTION 9-14-92
REVISED DESCRIPTION 9-22-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

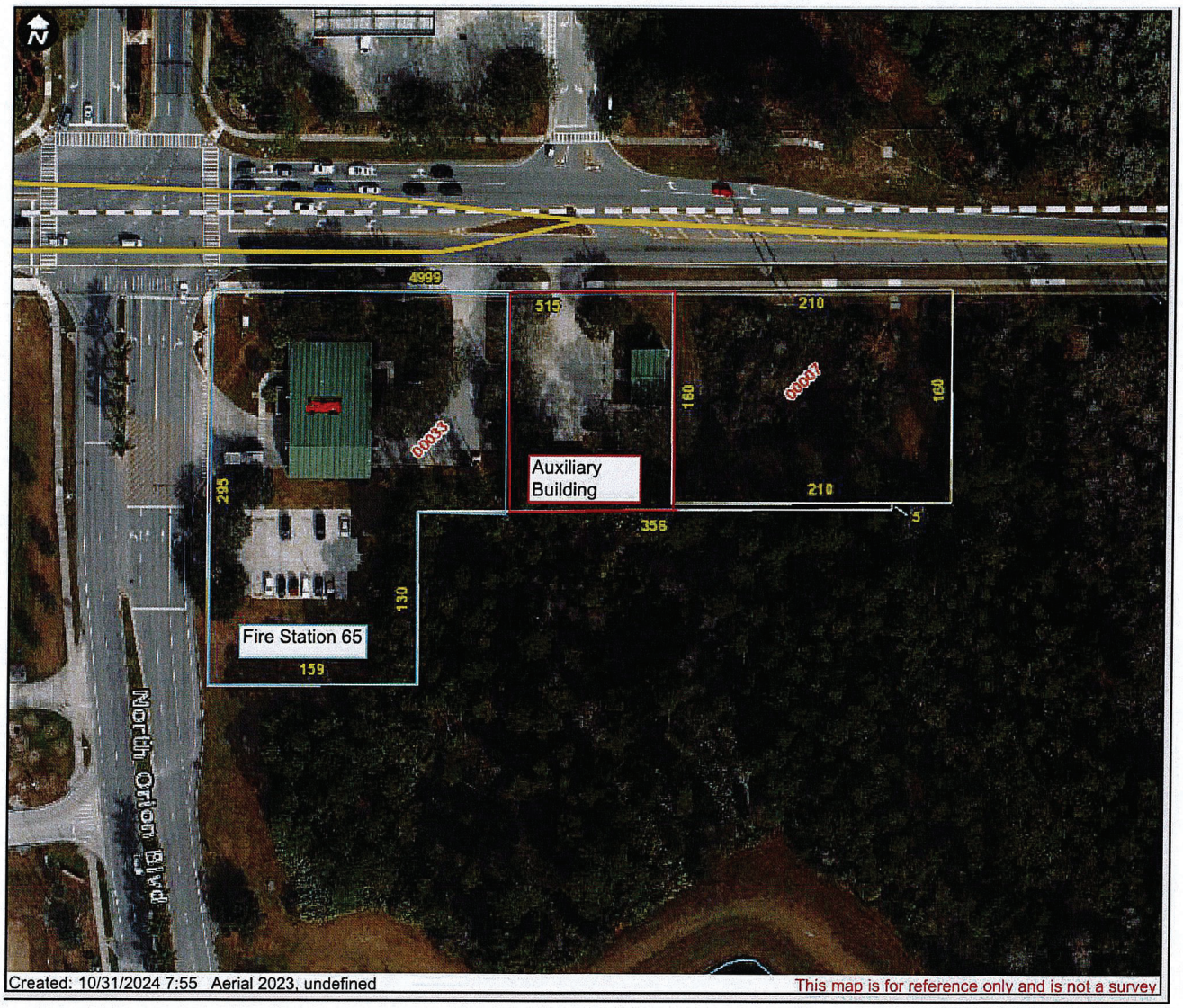
Frank A Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH - ASPHALT	CBS - CONCRETE BLOCK WALL		
CLF - CHAIN LINK FENCE	CP - CONCRETE POLYGON		
CONC - CONCRETE	CWD - CONCRETE WOOD		
CP - CONCRETE PAD	D - CONCRETE MONUMENT		
DE - DRAINAGE EASEMENT	M - MEASURED		
Δ - CENTRAL ANGLE	CMD - CALCULATED		
EOP - EDGE OF PAVEMENT	FFE - FINISHED FLOOR ELEVATION		
FENCE ON LINE	FIR - FOUND		
IRON IRON	IPC - IRON PIPE		
CURVE LENGTH	MEAS - MEASURED		
METAL POST	NAIL & DISC		
POINT OF CURVATURE	POINT OF INTERSECTION		
POINT OF TANGENCY	R - RADIUS		
RADIUS OF ARC	TYP - TYPICAL		
UTILITY EASEMENT	W - WOOD FENCE		

EXHIBIT B


N
4999
515
210
160
160
210
356
5
295
130
159
Auxiliary Building
Fire Station 65
North Orion Blvd
Created: 10/31/2024 7:55 Aerial 2023, undefined
This map is for reference only and is not a survey

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 21 2023

FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING THE LEASE OF FIRE STATION 65

THIS FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE," **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor Orlando, FL 32801, in this Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg 16A, Orlando, Florida 32816, in this Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the lease of UNIVERSITY property for the construction of a Fire Station and Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "Lease Agreement") for the lease of the property described in Exhibit A to the Lease Agreement (the "Leased Premises"); and

FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, ORANGE COUNTY, AND THE UNIVERSITY OF CENTRAL FLORIDA CONCERNING THE LEASE OF FIRE STATION 65

THIS FIRST RENEWAL AND AMENDMENT TO AGREEMENT AND INTERLOCAL 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 Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE," **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., 5th Floor Orlando, FL 32801, in this Agreement referred to as "ORANGE," and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, whose address is UCF Office of Real Estate, 3528 North Perseus Loop, Bldg 16A, Orlando, Florida 32816, in this Agreement referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2022), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, SEMINOLE, ORANGE and UNIVERSITY entered into that certain Agreement dated February 24, 1993 concerning the lease of UNIVERSITY property for the construction of a Fire Station and Emergency Fire Training Facility to be used jointly by SEMINOLE, ORANGE and UNIVERSITY (the "Lease Agreement") for the lease of the property described in Exhibit A to the Lease Agreement (the "Leased Premises"); and

WHEREAS, SEMINOLE and ORANGE, but not UNIVERSITY, entered into that certain Interlocal Joint Fire Station Agreement dated June 21, 1993 for the joint use of the UNIVERSITY property for a fire station ("Prior Interlocal"); and

WHEREAS, the Lease Agreement is set to expire February 24, 2023; and

WHEREAS, pursuant to Section 1 of the Lease Agreement, the Agreement is renewable for an additional term of twenty (20) years; and

WHEREAS, SEMINOLE, ORANGE, and UNIVERSITY desire to renew the Lease Agreement for an additional term of twenty (20) years.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for their mutual benefit and that of SEMINOLE and ORANGE's respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Lease Agreement of Fire Station 65 (the "Lease Agreement").

(a) The Lease Agreement is attached to the instant Agreement as Exhibit "1" and is incorporated by reference.

(b) Pursuant to Section 1 of the Lease Agreement, SEMINOLE, ORANGE, and UNIVERSITY hereby mutually agree to renew the Lease Agreement for an additional twenty (20) years through February 24, 2043.

(c) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that Sections 2, 3, 5, and 6 of the Lease Agreement have been fully performed to the satisfaction of all parties. All other Sections of the Lease Agreement remain in full force and effect except as modified by the instant Agreement.

(d) SEMINOLE, ORANGE, and UNIVERSITY acknowledge and agree that no rent will be paid under the Lease Agreement.

(e) **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes (2022), as this statute may be amended from time to time, the following notice is hereby given to the ORANGE and SEMINOLE:

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

ORANGE and SEMINOLE hereby acknowledge that they have read this notice prior to the execution of this Agreement.

(f) In the event of conflict between the Lease Agreement and the instant Agreement, the instant Agreement will control.

(g) Section 10 of the Lease Agreement is deleted and replaced with Section 5 of the instant Agreement.

Section 3. Interlocal Joint Fire Station Agreement (the "Prior Interlocal"). The Prior Interlocal concerning the day-to-day operation of the fire station will continue to be a matter solely between ORANGE and SEMINOLE and not involving UNIVERSITY.

Section 4. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 5. Indemnification.

(a) SEMINOLE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising

out of or resulting from SEMINOLE's negligence, unless such claim or demand arises out of or results from the alleged negligence of ORANGE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent SEMINOLE has contract employees or agents performing any work on the Leased Premises pursuant to this Agreement, SEMINOLE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) ORANGE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold SEMINOLE and UNIVERSITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from ORANGE's negligence, unless such claim or demand arises out of or results from the alleged negligence of SEMINOLE or UNIVERSITY, their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by ORANGE of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent ORANGE has contract employees or agents performing any work on Leased Premises pursuant to this Agreement, ORANGE shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) UNIVERSITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold ORANGE and SEMINOLE harmless for loss, damage, or injury to persons or property, arising out of or resulting from UNIVERSITY's negligence, unless such claim or demand arises out of or

results from the alleged negligence of ORANGE or SEMINOLE, or their servants, agents, employees, or assigns. This provision is not to be construed as a waiver by UNIVERSITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time. To the extent UNIVERSITY has contract employees or agents performing any work on the Lease Premises pursuant to this Agreement, UNIVERSITY shall ensure the contractor has ORANGE, SEMINOLE, and UNIVERSITY included as additional insureds on the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(d) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a), (b), and (c) above where the negligence of more than one party and their respective servants, agents, employees, or assigns are involved.

(e) Nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE, ORANGE, and UNIVERSITY beyond the waiver provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(f) The waiver of any provision in this Agreement regarding insurance by any party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 6. Employee Status. Persons employed by ORANGE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to SEMINOLE or UNIVERSITY's officers and employees either by operation of law or by SEMINOLE or UNIVERSITY. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ORANGE or UNIVERSITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or UNIVERSITY's officers and employees either by operation of law or by ORANGE or UNIVERSITY. Persons employed by UNIVERSITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ORANGE or SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ORANGE or SEMINOLE's officers and employees either by operation of law or by ORANGE or SEMINOLE.

Section 7. Notice. 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) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, 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 according to this section:

As to SEMINOLE:

Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773
Tel: 407-665-5280

With copies to:
Fire Department
150 Eslinger Way
Sanford, FL 32773

As to ORANGE:

Orange County, Florida
Attn: Manager, Real Estate Management Division
400 East South Street 5th Floor Orlando, Florida 32801

With copies to:
Orange County, Florida
Attn: County Attorney's Office
201 South Rosalind Avenue, 3rd Floor
P.O. Box 1393
Orlando, Florida 32801-1393

As to UNIVERSITY:

UCF Office of Real Estate
3528 North Perseus Loop, Bldg 16A
Orlando, FL 32816

With copy to:
Office of the General Counsel
Millican Hall, Room 360
PO Box 160015
Orlando, FL 32816-0015

Section 8. 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 Orange County, Florida.

Section 9. Parties Bound. This Agreement is binding upon and inures to the benefit of ORANGE, SEMINOLE, and UNIVERSITY and their successors and assigns.

Section 10. Conflict of Interest.

(a) The parties 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 parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other parties 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 parties any information that indicates a possible violation of this Section.

Section 11. Dispute Resolution. Fire Chiefs of ORANGE and SEMINOLE shall attempt to resolve any dispute prior to commencing formal dispute resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, which, as provided in Section 8 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such

attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 12. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in the instant Agreement and the attached Lease Agreement, which together supersede all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of the instant Agreement, except for the Prior Interlocal and any amendments to it between ORANGE and SEMINOLE only.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

Section 13. Assignment or Sublease. The instant Agreement may not be assigned and the Lease Agreement may not be assigned or subleased by any party without the prior written approval of all the other parties.

Section 14. Severability. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 15. Public Records Law.

(a) ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. ORANGE, SEMINOLE, and UNIVERSITY acknowledge each other is required to

comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which a non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 16. Equal Opportunity Employment. ORANGE, SEMINOLE, and UNIVERSITY 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. ORANGE, SEMINOLE, and UNIVERSITY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment 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 17. Further Assurances. The parties shall execute any and all other and further documents reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 19. 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 20. Effective Date. The Effective Date of this Agreement will be February 24, 2023.

Section 21. Term. The term of this Agreement begins on the Effective Date and continues as long as the Lease Agreement remains in effect, subject to the termination provisions set forth in Section 13 of the Prior Interlocal as such Prior Interlocal may be amended.

[Balance of this page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: 2/14/2023

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its February 14,
2023, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 13]

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Byron W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 21 February 2023

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

By: Jennifer Lara-Klimetz
for Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

[Balance of this page intentionally blank; signatory page continues on Page 14]

ATTEST:

Signature

Print Name

Signature

Print Name

UNIVERSITY OF CENTRAL FLORIDA
OF TRUSTEES

By: _____
JOHNATHAN VARNELL, Vice President
of Facilities & Business Operations

Date 1/27/23

Attachments:
Exhibit 1 – Lease Agreement

DGS/dsk
1/20/2023
T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Interlocal Agreement - Orange Seminole UCF - ILA - Fire Station 65 (v.3) (final).docx

COMMISSIONERS AT THEIR MEETING
OCT 20 1992

PD-30

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 19 92, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE," ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE" and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, whose address is 4000 Central Florida Boulevard, Orlando, Florida 32826, hereinafter referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, which is also known as McCulloch Road; and

WHEREAS, both SEMINOLE and ORANGE desire to establish a fire station to serve this area, and UNIVERSITY agrees to make such land available to them; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this agreement for the benefit of each party and to ensure the efficient and effective provision of fire protection and related services to the area hereinafter defined; and

WHEREAS, this agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between SEMINOLE, ORANGE and UNIVERSITY as follows:

Section 1. Term of lease, location. UNIVERSITY agrees to lease the property identified in Exhibit A to SEMINOLE and ORANGE for an initial term of thirty (30) years commencing on the execution of this Agreement by the parties. This Agreement shall be renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. Subsequent to the additional renewal term, this Agreement may be renewed for additional 30 year terms upon mutual agreement of SEMINOLE, ORANGE, and the Board of Trustees of the Internal Improvement Fund acting for and on behalf of the UNIVERSITY. Upon termination of this Agreement and any extensions thereto, ownership of the improvements made to the property shall revert to UNIVERSITY.

Section 2. Construction of Fire Station. SEMINOLE and ORANGE agree to construct a fire station on the property identified in Exhibit A. Construction shall begin as soon as is practicable after the date of execution of this Agreement. An approximate date of completion shall be agreed upon by the parties upon commencement of construction of the fire station. UNIVERSITY retains the right to review and approve the design of the building which must conform to the design and construction standards of buildings constructed for UNIVERSITY use. The parties agree that there shall be no changes to the appearance of the facility without the specific approval of UNIVERSITY, which approval shall not be unreasonably withheld.

Section 3. Emergency Fire Training Facility. The design criteria to be utilized for the fire station shall include an emergency fire training facility measuring approximately nine hundred (900) square feet. SEMINOLE and ORANGE agree to design and construct the emergency fire training facility and parking, within budgetary and size constraints, in accordance with suggestions provided by the Institute for Simulation and Training, hereinafter referred to as "IST," for the purpose of creating a model state-of-the-art simulation and training center for fire and emergency personnel. If any expansion of the emergency fire training facility space is needed to accommodate UNIVERSITY, UNIVERSITY will pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

Section 4. Utilization of Emergency Fire Training Facility. UNIVERSITY, SEMINOLE and ORANGE agree to cooperate in the establishment of formal courses of study involving fire science and related topics, and agree that the facility would provide an appropriate place where such instruction could be conducted. Upon completion of construction, SEMINOLE and ORANGE shall lease, to UNIVERSITY, for a sum of ONE DOLLAR ($1) and upon such terms and conditions as agreed to by the parties, the emergency fire training facility for purposes of instruction in appropriate fire safety and related subjects. UNIVERSITY shall be responsible for all costs of equipment to be used in the emergency fire training facility, and shall be responsible for the plant operations and maintenance of the emergency fire training facility from funds allocated for that purpose. UNIVERSITY agrees that SEMINOLE and ORANGE shall not be responsible for any costs of operation and maintenance of the emergency fire training facility. UNIVERSITY agrees to make available to SEMINOLE and ORANGE expertise in the field of training and education, including the expertise of the IST. UNIVERSITY shall make such training or courses of instruction available to SEMINOLE and ORANGE on the same basis as other programs of instruction offered by UNIVERSITY. On joint projects when outside expenses are to be incurred by IST, contribution by SEMINOLE and ORANGE shall be mutually agreed upon by UNIVERSITY, SEMINOLE and ORANGE prior to such expenditure being incurred by IST. Nothing contained in this Section shall be deemed to take precedence over the primary function of the fire station as an instrument of public safety serving the general public.

Section 5. Construction of Access Road; Provision of Parking and Off-site Retention. UNIVERSITY agrees to construct and improve the western two lanes of the planned access road from McCulloch Road to the University, to extend, as a minimum, along the western boundary of the property leased to SEMINOLE and ORANGE. This road shall be constructed, improved and maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY further agrees to provide off-site retention as required to accommodate the construction of the fire station and emergency fire training facilities.

Section 6. Consideration. As consideration for the provision of a site to house the fire station, SEMINOLE and ORANGE agree to provide the UNIVERSITY the sum of Two Hundred Four Thousand and no/100 DOLLARS ($204,000.00), which is the cash equivalent of the agreed upon value of a two-acre site on the property identified in Exhibit A. This sum shall be split equally between SEMINOLE and ORANGE and shall be payable by SEMINOLE and ORANGE to UNIVERSITY on a mutually agreed upon date and time prior to the commencement of construction.

Section 7. Inter-local Agreement. SEMINOLE and ORANGE agree that they will develop an inter-local agreement which will delineate the terms through which the fire station will be operated by SEMINOLE and ORANGE. The UNIVERSITY's campus shall be considered to be within the fire protection area served by SEMINOLE and ORANGE and the inter-local agreement will reflect the obligation of SEMINOLE and ORANGE to provide such protection.

Section 8. Activities inconsistent with UNIVERSITY functions. SEMINOLE and ORANGE agree that there shall be no use of the fire station for purposes which are inconsistent with the activities for the UNIVERSITY or which would unreasonably impinge upon the UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities which are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration herein, the scope of activities of a fire station and agrees that such activities shall not be deemed a breach of this section.

Section 9. State of Florida approval. The UNIVERSITY shall secure the approval of this agreement by those agencies of the State of Florida whose approval is necessary. This agreement is contingent upon the securing of required approvals by the UNIVERSITY. Costs associated with surveying, soil testing, engineering, and other activities related to the construction of the facility shall be borne by SEMINOLE and ORANGE. If for any reason the site chosen for the fire station is not suitable for such use, this Agreement shall be considered null and void and all parties shall be released from any obligations hereunder, and any payment of the consideration enumerated in Section 6 made by SEMINOLE and ORANGE to UNIVERSITY shall be returned to SEMINOLE and ORANGE at that time.

Section 10. Indemnification. Each party to this agreement shall be liable in accordance with appropriate law for its own activities. Activities related to IST training and the use of the emergency fire training facility by UNIVERSITY shall be considered under the control of UNIVERSITY for the purposes of this Agreement.

Section 11. Governed by Florida law. This agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

Martha O. Haynie

Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Asst. Deputy Clerk

ORANGE COUNTY, FLORIDA

By: Mable Butler
Mable Butler, County Chairman

Date: OCT 20 1992

For the use and reliance of Orange County only. Approved as to form and legal sufficiency.

Jeffrey J. Newton
Asst. County Attorney

WITNESS:

Debbie Brown

Sandra L. Hobbs

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of the Board of Regents of the State of Florida.

By: John C. Hitt

Date: 12/8/93

ATTEST:

Grace A. Lee, Chief Deputy
MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Robert J. Sturm
ROBERT J. STURM, Chairman

Date: 10-28-92

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

10/28/92
County Attorney

As authorized for execution by the Board of County Commissioners at their Oct. 27 1992, regular meeting.

Consented to by the Trustees on 24th day of February, 1993.

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

Approved as to Form and Legality

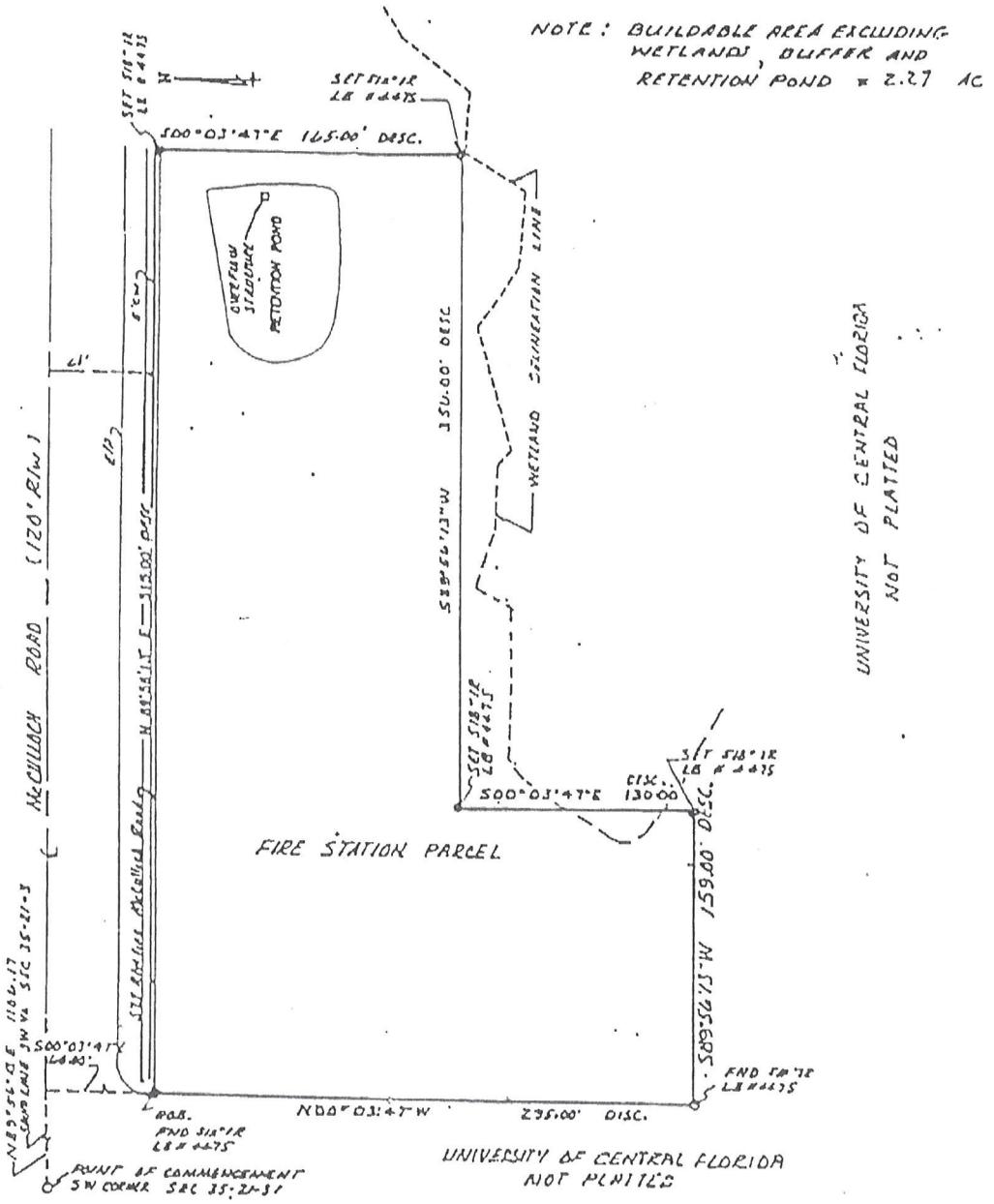
By: _____
DNR Attorney

Joint County Fire Station Parcel

A part of the Northwest 1/ Section 2, Township 22 South, Range 31 East, Orange County, Fl.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 feet wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 350.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 153.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 1.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=60'
DRAWN BY: AD

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.
EXISTING STRUCTURE SHOWN IN SOUTH UNIT SEC 35-21-31

REVISIONS
REVISED WETLAND LINE 10-15-92
REVISED DESCRIPTION 9-14-92
REVISED P.O.B. LOCATION 9-10-92

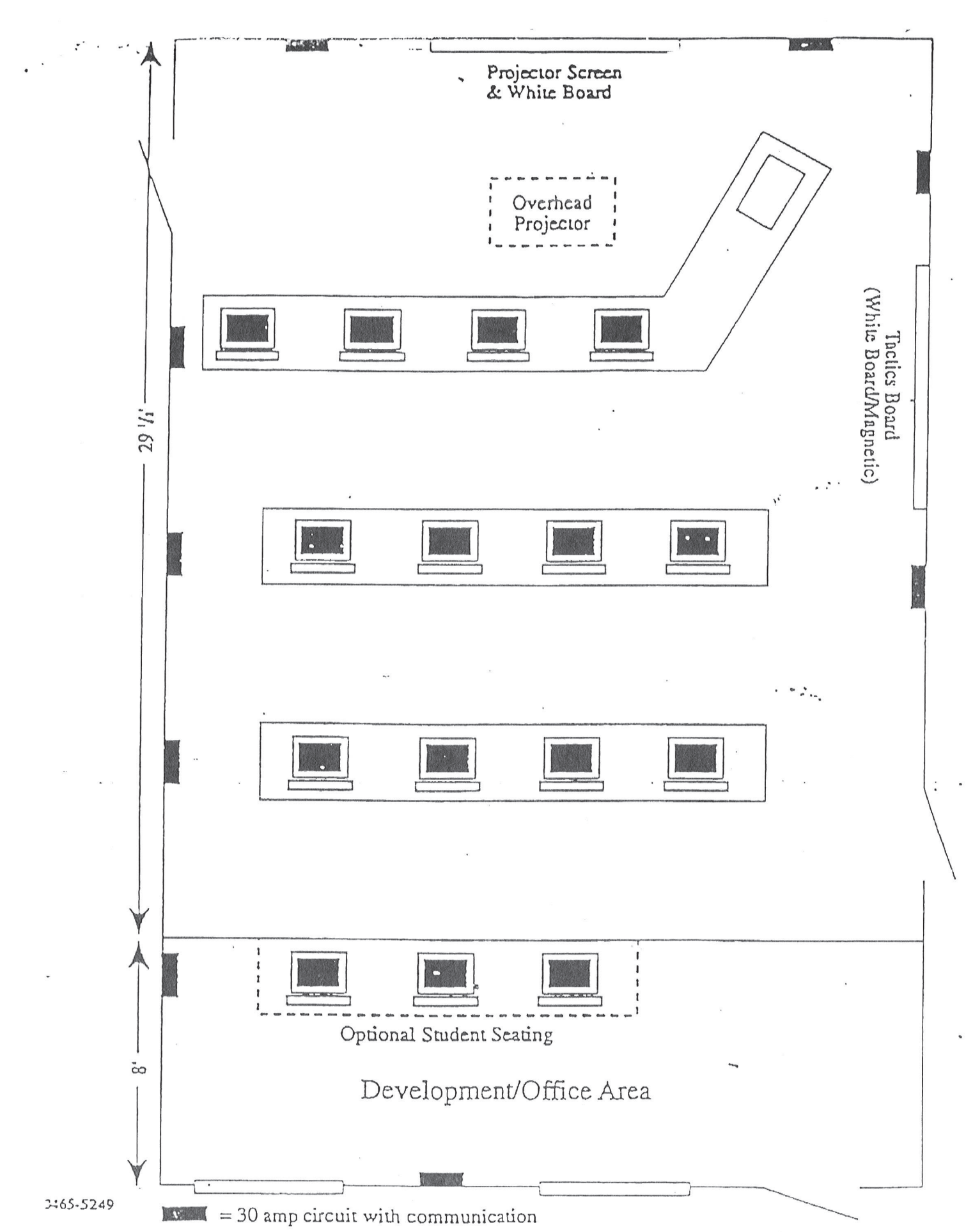
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS RECORDED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

Frank A. Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	ASPHALT	CPC	CONCRETE SLOPE WALL
C/L	CHAIN LINK FENCE	CR	CONCRETE MONUMENT
CONC	CONCRETE	(CM)	CALCULATED
CP	CONCRETE PAD	CT	CONCRETE TABLET
DE	DRAINAGE EASEMENT	DH	DRILL HOLE
Δ	CENTRAL ANGLE	EOAC	EDGE OF ASPHALT
E/P	EDGE OF PAVEMENT	FFE	FINISHED FLOOR ELEVATION
FEL	FENCE IN LINE	FND	FOUND
IR	IRON ROD	IP	IRON PIPE
L	CURVE LENGTH	(M)	MEASURED
MH	METAL HEAD	(M&)	MEAS. & DESC.
PC	POINT OF CURVATURE	PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING	R	RADIUS
R/W	RIGHT OF WAY	TYP	TYPICAL
UC	UTILITY CABINET	W	WOOD FENCE

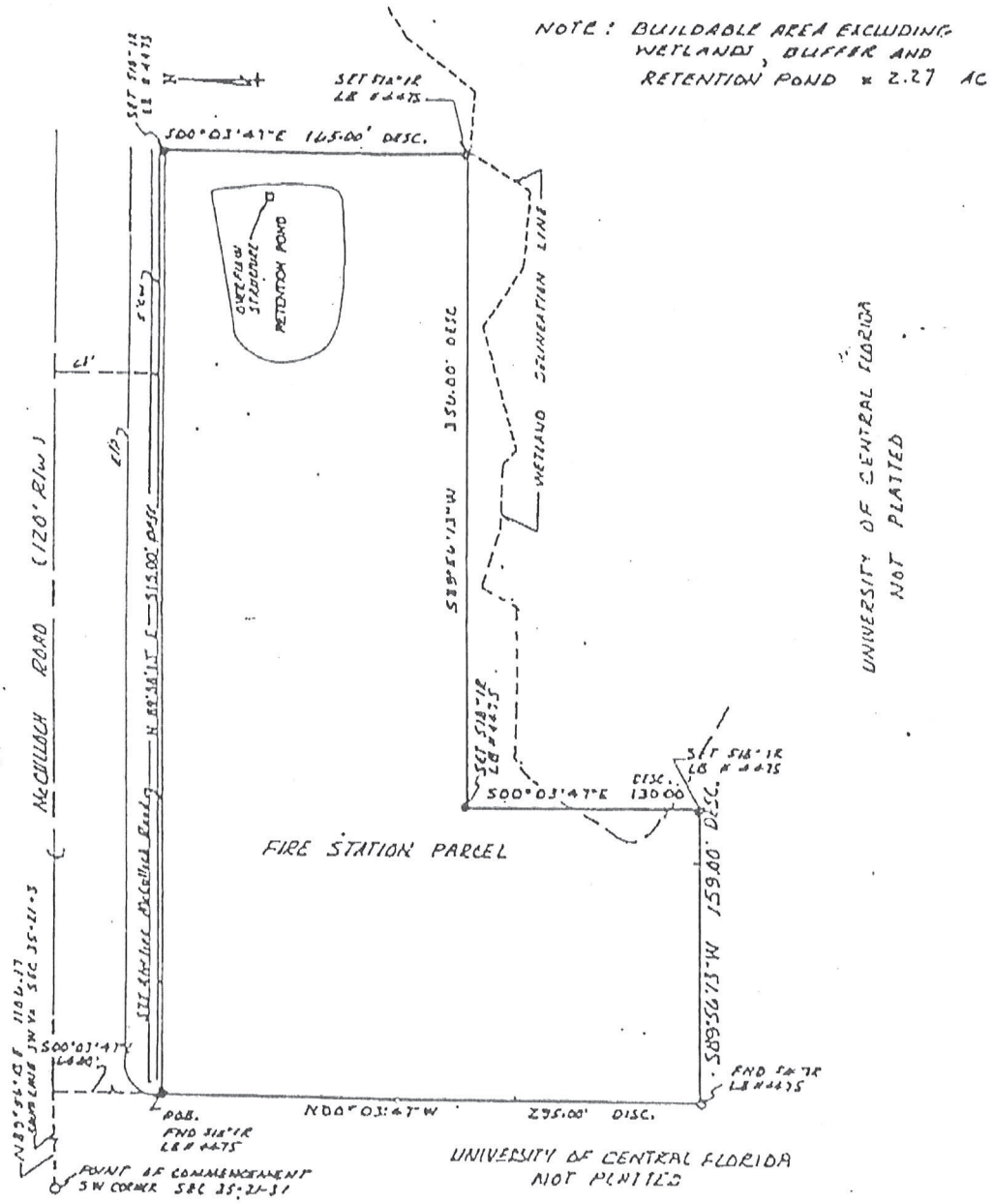

Projector Screen
& White Board
Overhead
Projector
Tactics Board
(White Board/Magnetic)
29 1/2'
8'
Optional Student Seating
Development/Office Area
= 30 amp circuit with communication

Joint County Fire Station Parcel

A part of the Northwest / Section 2, Township 22 South, Range 31 East, Orange County, . da.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1104.17 feet; thence S00°03'47"E a distance of 61 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 350.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 155.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 2.1251 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=200'
DRAWN BY: AJ

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.

REVISIONS:
REVISED DESCRIPTION 9-14-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Frank A Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	ASPHALT	CBW	CONCRETE BLOCK WALL
C/L	CHAIN LINK FENCE	CH	CONCRETE HEADWALL
CONC	CONCRETE	COND	CONDUCTED
CP	CONCRETE PAD	CT	CONCRETE TRANSMIT
DE	DRAINAGE EASMT	DH	DRILL HOLE
Δ	CENTRAL ANGLE	EASMT	EASEMENT
E/P	EDGE OF PAVEMENT	FFE	FINISHED FLOOR ELEVATION
FNC	FENCE ON LINE	FND	FOUND
IR	IRON ROD	IP	IRON PIPE
L	CURVE LENGTH	MEAS	MEASURED
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PC	POINT OF CURVATURE	PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING	R	RADIUS
R/W	RIGHT OF WAY	TYP	TYPICAL
UC	UTILITY CABINET	W	WOOD FENCE

Exhibits "A" + "B"

COMMISSIONERS AT THEIR MEETING
OCT 20 1992

PD-30

AGREEMENT

THIS AGREEMENT is made and entered this 28th day of Oct, 19 92, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE," ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE" and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, whose address is 4000 Central Florida Boulevard, Orlando, Florida 32826, hereinafter referred to as "UNIVERSITY."

W I T N E S S E T H:

WHEREAS, UNIVERSITY is located, with respect to its northern boundary, along the county line between SEMINOLE and ORANGE, which is also known as McCulloch Road; and

WHEREAS, both SEMINOLE and ORANGE desire to establish a fire station to serve this area, and UNIVERSITY agrees to make such land available to them; and

WHEREAS, the parties hereto recognize that it is desirable to enter into this agreement for the benefit of each party and to ensure the efficient and effective provision of fire protection and related services to the area hereinafter defined; and

WHEREAS, this agreement is for the benefit of the general public and is authorized by and entered into pursuant to law.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein and other good and valuable consideration, it is agreed by and between SEMINOLE, ORANGE and UNIVERSITY as follows:

Section 1. Term of lease, location. UNIVERSITY agrees to lease the property identified in Exhibit A to SEMINOLE and ORANGE for an initial term of thirty (30) years commencing on the execution of this Agreement by the parties. This Agreement shall be renewable for an additional twenty (20) year term at the option of SEMINOLE and ORANGE. Subsequent to the additional renewal term, this Agreement may be renewed for additional 30 year terms upon mutual agreement of SEMINOLE, ORANGE, and the Board of Trustees of the Internal Improvement Fund acting for and on behalf of the UNIVERSITY. Upon termination of this Agreement and any extensions thereto, ownership of the improvements made to the property shall revert to UNIVERSITY.

Section 2. Construction of Fire Station. SEMINOLE and ORANGE agree to construct a fire station on the property identified in Exhibit A. Construction shall begin as soon as is practicable after the date of execution of this Agreement. An approximate date of completion shall be agreed upon by the parties upon commencement of construction of the fire station. UNIVERSITY retains the right to review and approve the design of the building which must conform to the design and construction standards of buildings constructed for UNIVERSITY use. The parties agree that there shall be no changes to the appearance of the facility without the specific approval of UNIVERSITY, which approval shall not be unreasonably withheld.

Section 3. Emergency Fire Training Facility. The design criteria to be utilized for the fire station shall include an emergency fire training facility measuring approximately nine hundred (900) square feet. SEMINOLE and ORANGE agree to design and construct the emergency fire training facility and parking, within budgetary and size constraints, in accordance with suggestions provided by the Institute for Simulation and Training, hereinafter referred to as "IST," for the purpose of creating a model state-of-the-art simulation and training center for fire and emergency personnel. If any expansion of the emergency fire training facility space is needed to accommodate UNIVERSITY, UNIVERSITY will pursue funding through appropriate channels, including funds for adequate parking and retention for an expanded facility.

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Section 5. Construction of Access Road; Provision of Parking and Off-site Retention. UNIVERSITY agrees to construct and improve the western two lanes of the planned access road from McCulloch Road to the University, to extend, as a minimum, along the western boundary of the property leased to SEMINOLE and ORANGE. This road shall be constructed, improved and maintained by UNIVERSITY according to the standards utilized for other roadways on the UNIVERSITY campus. UNIVERSITY will not be responsible for the construction, repairs, or maintenance of any roadways or parking on the property leased to SEMINOLE and ORANGE. UNIVERSITY further agrees to provide off-site retention as required to accommodate the construction of the fire station and emergency fire training facilities.

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Section 7. Inter-local Agreement. SEMINOLE and ORANGE agree that they will develop an inter-local agreement which will delineate the terms through which the fire station will be operated by SEMINOLE and ORANGE. The UNIVERSITY's campus shall be considered to be within the fire protection area served by SEMINOLE and ORANGE and the inter-local agreement will reflect the obligation of SEMINOLE and ORANGE to provide such protection.

Section 8. Activities inconsistent with UNIVERSITY functions. SEMINOLE and ORANGE agree that there shall be no use of the fire station for purposes which are inconsistent with the activities for the UNIVERSITY or which would unreasonably impinge upon the UNIVERSITY in the conduct of its business. In undertaking this obligation, the parties acknowledge the broad scope of activities in which the UNIVERSITY is engaged including, as means of illustration only and not as limitation, the provision of campus housing, the sponsoring of athletic events, conferences, concerts, seminars, conventions, the conduct of scientific experimentation including the radiation of electromagnetic and other forms of energy across the full spectrum, and known and unknown future activities which are deemed appropriate for universities. UNIVERSITY recognizes, without the necessity of enumeration herein, the scope of activities of a fire station and agrees that such activities shall not be deemed a breach of this section.

Section 9. State of Florida approval. The UNIVERSITY shall secure the approval of this agreement by those agencies of the State of Florida whose approval is necessary. This agreement is contingent upon the securing of required approvals by the UNIVERSITY. Costs associated with surveying, soil testing, engineering, and other activities related to the construction of the facility shall be borne by SEMINOLE and ORANGE. If for any reason the site chosen for the fire station is not suitable for such use, this Agreement shall be considered null and void and all parties shall be released from any obligations hereunder, and any payment of the consideration enumerated in Section 6 made by SEMINOLE and ORANGE to UNIVERSITY shall be returned to SEMINOLE and ORANGE at that time.

Section 10. Indemnification. Each party to this agreement shall be liable in accordance with appropriate law for its own activities. Activities related to IST training and the use of the emergency fire training facility by UNIVERSITY shall be considered under the control of UNIVERSITY for the purposes of this Agreement.

Section 11. Governed by Florida law. This agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

Martha O. Haynie

Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

ORANGE COUNTY, FLORIDA

By: Mable Butler
FOR THE County Chairman

Date: OCT 20 1992

For the use and reliance of Orange County only. Approved as to form and legal sufficiency.

_____
Asst. County Attorney

WITNESS:

_____

_____

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of the Board of Regents of the State of Florida.

By: _____

Date: 2/8/93

ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ROBERT J. STURM, Chairman

Date: 10-28-92

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

_____ 10/28/92
County Attorney

As authorized for execution by the Board of County Commissioners at their Oct 27 1992, regular meeting.

Consented to by the Trustees on 24th day of February, 1993.

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

Approved as to Form and Legality

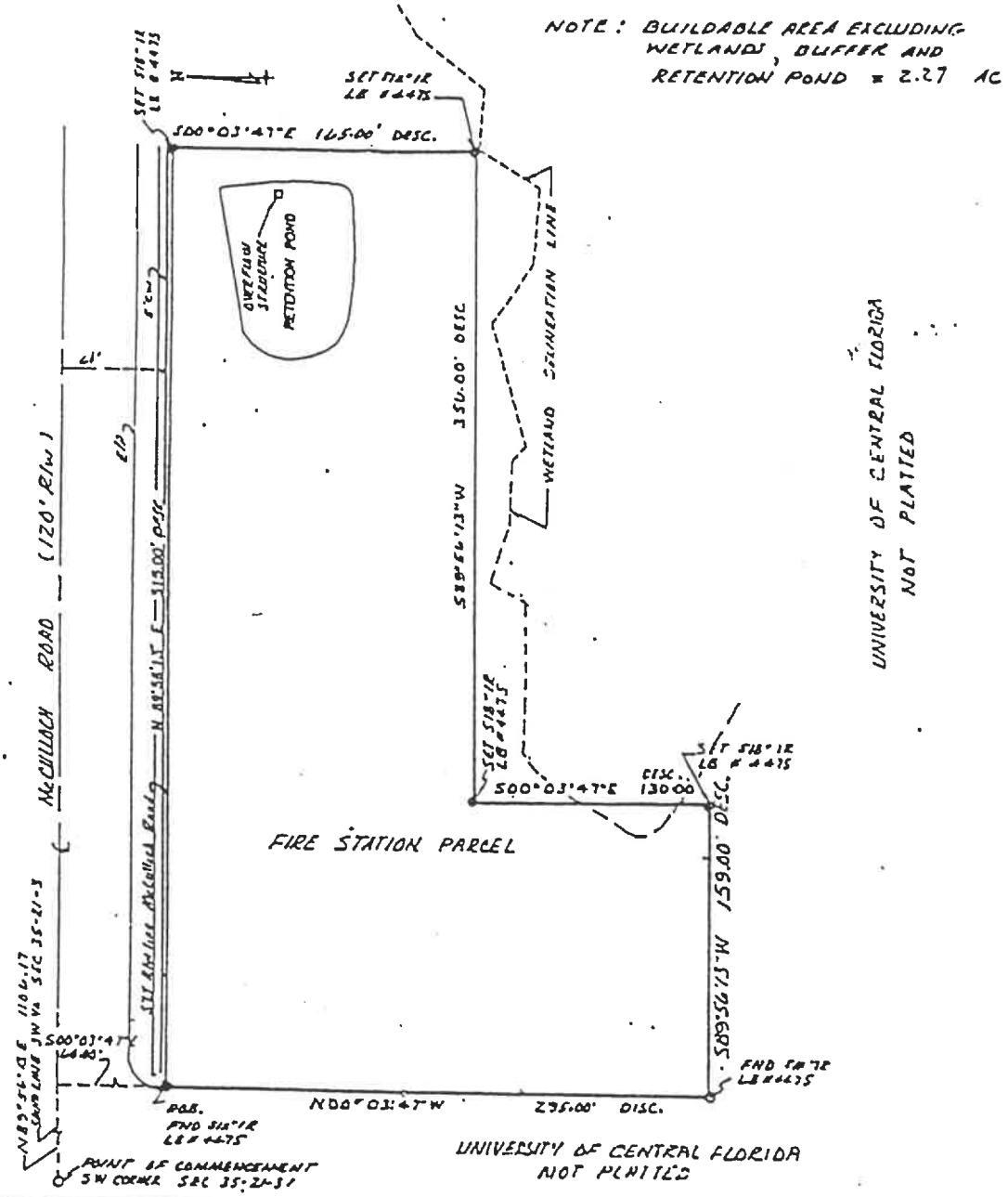
By: _____
DNR Attorney

Joint County Fire Station Parcel

A part of the Northwest 1/4 Section 2, Township 22 South, Range 31 East, Orange County, Florida.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence N89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence N00°03'47"E a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 feet wide right-of-way as it now exists for a Point of Beginning; thence N89°56'13"E a distance of 515.00 feet; thence S00°03'47"E a distance of 165.00 feet; thence S89°56'13"W a distance of 350.00 feet; thence S00°03'47"E a distance of 130.00 feet; thence S89°56'13"W a distance of 155.00 feet; thence N00°03'47"W a distance of 295.00 feet to the Point of Beginning.

Containing 1.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=60'
DRAWN BY: RD

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. , FLORIDA.

BEARING STRUCTURE BASED ON SOUTH LINE SEC 35-21-31

REVISIONS:
REVISED WETLAND LINE 10-15-92
REVISED DESCRIPTION 9-14-92
ADDED 5' DEDICATION 9-18-92

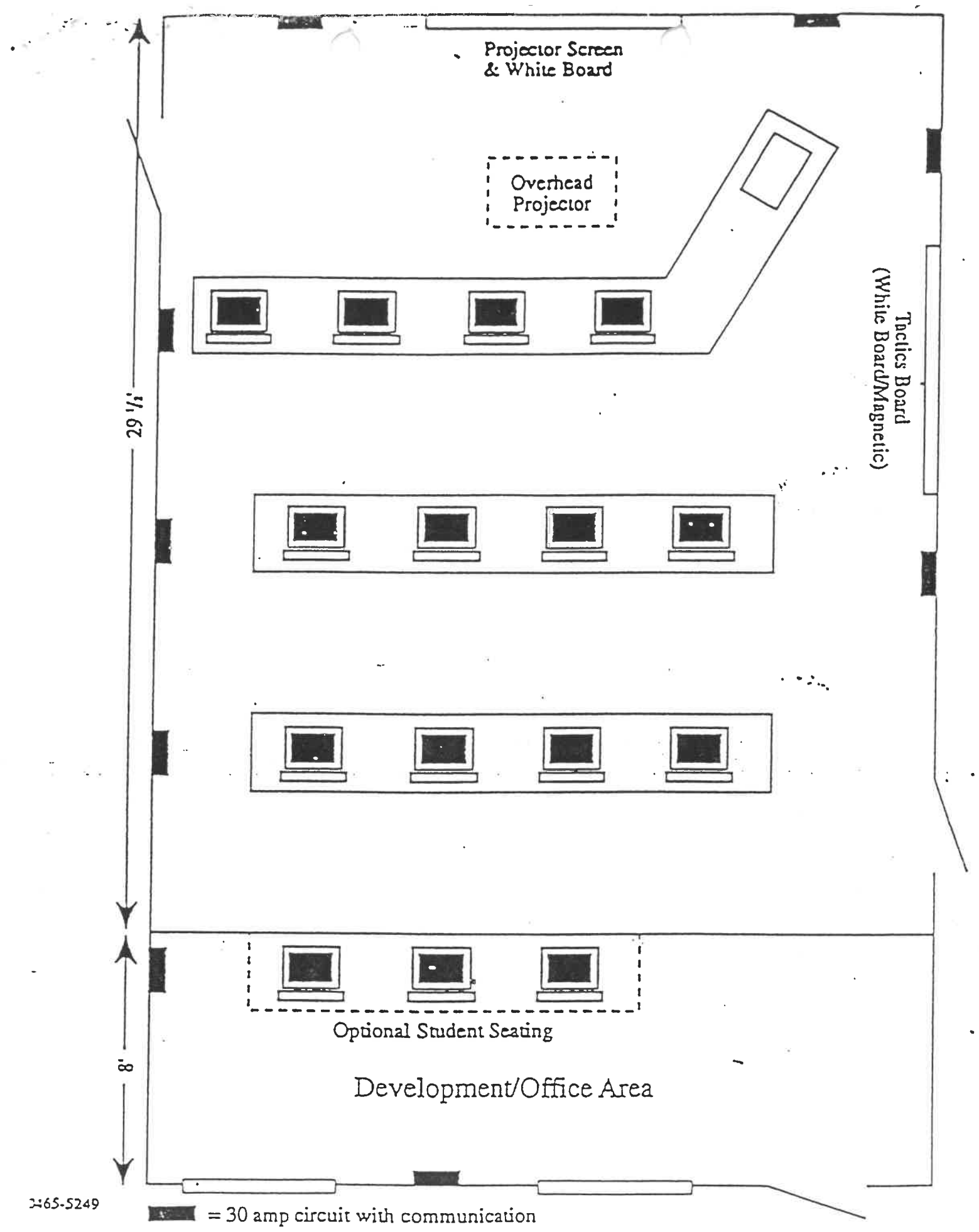
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 21 HH-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUES.

Frank A Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH	ASPHALT	CBW	CONCRETE BLOCK WALL
C/L	CHAIN LINK FENCE	CR	CONCRETE ROADWAY
CONC	CONCRETE	CONC	CONCRETE
CP	CONCRETE PAD	CS	CONCRETE SIDEWALK
DE	DRAINAGE EASEMENT	DE	DRAINAGE EASEMENT
Δ	CENTRAL ANGLE	EMH	ELECTRIC MANHOLE
E/P	EDGE OF PAVEMENT	FFE	FINISHED FLOOR ELEVATION
F/L	FENCE ON LINE	F/W	FENCE
FIR	IRON ROD	I.P.	IRON PIPE
L	CURVE LENGTH	MEAS	MEASURED
MH	METAL MARKER	N&D	NAIL & DISC
P.C.	POINT OF CURVATURE	P.I.	POINT OF INTERSECTION
P.C.P.	POINT OF COMPOUND CURVATURE	R	RADIUS
R/W	RIGHT OF WAY	TYP	TYPICAL
U/E	UTILITY EASEMENT	W	WOOD FENCE

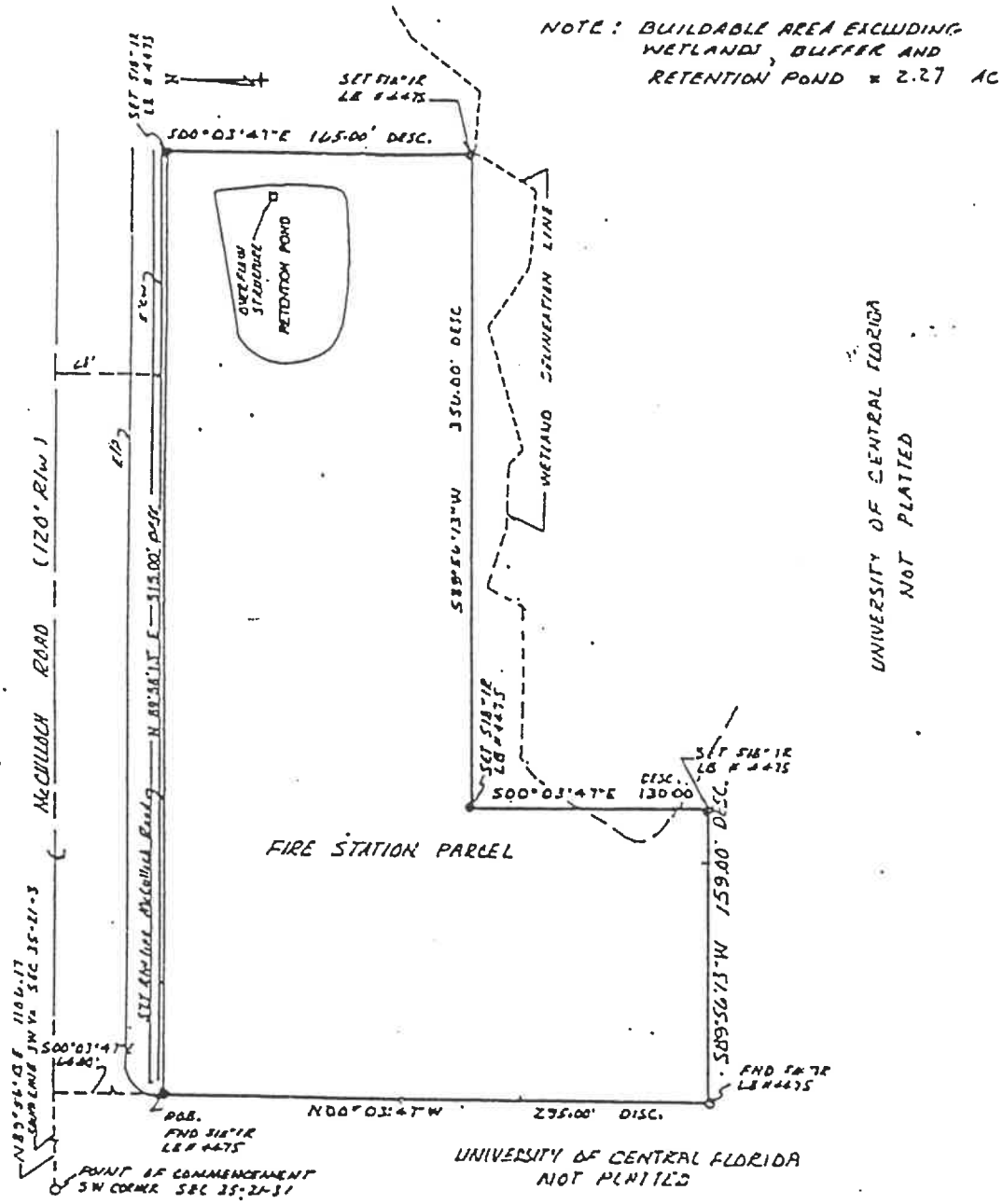

Projector Screen
& White Board
Overhead
Projector
Tactics Board
(White Board/Magnetic)
29 1/2'
8'
Optional Student Seating
Development/Office Area
= 30 amp circuit with communication

Joint County Fire Station Parcel

A part of the Northwest [illegible] Section 2, Township 22 South, Range 31 East, Orange County, [illegible] da.

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East, as shown on the Plat of Lockwood Boulevard as recorded in Plat Book 12, Pages 80, 81, 82, 83, 84 and 85, Public Records of Seminole County, Florida; run thence S89°56'13"E along the South line of the Southwest 1/4 of said Section 35 a distance of 1106.17 feet; thence S00°03'47"W a distance of 60 feet to the Southerly right-of-way line of McCulloch Road as 120 foot wide right-of-way as it now exists for a Point of Beginning; thence S89°56'13"E a distance of 315.00 feet; thence S00°03'47"W a distance of 165.00 feet; thence S89°56'13"W a distance of 350.00 feet; thence S00°03'47"W a distance of 130.00 feet; thence S89°56'13"W a distance of 155.00 feet; thence N00°03'47"W a distance of 235.00 feet to the Point of Beginning.

Containing 2.4253 acres more or less.



BOUNDARY SURVEY PREPARED FOR AND CERTIFIED CORRECT TO: UNIVERSITY OF CENTRAL FLORIDA, ORANGE COUNTY AND SEMINOLE COUNTY

DATE: SEPT 10, 1992
SCALE: 1"=200'
DRAWN BY: RJ

THIS BUILDING SITE IS NOT IN A FLOOD PRONE AREA, ZONE C, BASED ON FLOOD INSURANCE RATE MAP, NO. [illegible], FLORIDA.

BEARING DIRECTIVE BASED ON SOUTH LINE SEC 35-21-31

REVISIONS:
REVISED WETLAND LINE 9-22-92
REVISED DESCRIPTION 9-14-92
REVISED DESCRIPTION 9-18-92

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 61G17-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Frank A Raymond
FRANK A. RAYMOND PLS 4007

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

LEGEND

ASPH - ASPHALT		CBW - CONCRETE BLOCK WALL	
D/L - DRAIN LINE FENCE		CH - CONCRETE HEADWALL	
CONC - CONCRETE		CONC - CONCRETE	
CP - CONCRETE PAD		CS - CONCRETE SIDEWALK	
DE - DRAINAGE EASMT		DE - DRAINAGE EASMT	
Δ - CENTRAL ANGLE		CMP - CORRUGATED METAL PIPE	
E/P - EDGE OF PAVEMENT		FFE - FINISHED FLOOR ELEVATION	
FEN - FENCE ON LINE		FND - FOUND	
IR - IRON ROD		IP - IRON PIPE	
L - CURVE LENGTH		MEAS - MEASURED	
M/C - METAL POST		MH - MANHOLE & SIZE	
PC - POINT OF CURVATURE		PI - POINT OF INTERSECTION	
POB - POINT OF BEGINNING		R - RADIUS	
R/W - RIGHT OF WAY		TYP - TYPICAL	
UE - UTILITY EASEMENT		W - WOOD FENCE	

Exhibits "A" & "B"

Fischer, Shane

To: Fischer, Shane
Subject: Fire Station #65 - Training Facility Building

From: Alves, Ana L <Ana.Alves@ocfl.net>
Sent: Friday, July 18, 2025 10:25 AM
To: Aganovic, Sandra <saganovic@seminolecountyfl.gov>
Cc: Shelley King <shelley.king@ucf.edu>
Subject: RE: Fire Station #65 - Training Facility Building

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

Hello Sandra,

It is fine with Orange County as well.

Best Regards,

Ana Alves, ACoM
Program Manager - Leasing Management
Real Estate Management Division

(o): (407) 836-7095
(c): (407) 458-3016
Ana.Alves@ocfl.net
400 E. South Street, 5th Floor, Orlando, Florida 32801
www.ocfl.net



From: Shelley King <shelley.king@ucf.edu>
Sent: Friday, July 18, 2025 10:23 AM
To: Aganovic, Sandra <saganovic@seminolecountyfl.gov>; Alves, Ana L <Ana.Alves@ocfl.net>; Ortiz, Aida <Aida.Ortiz@ocfl.net>
Subject: RE: Fire Station #65 - Training Facility Building

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! Yes, this is fine, as it aligns with our Master lease which expires in 2073.

Thanks!

Shelley King, JD
Sr. Manager, Contracts and Real Estate
Office: 407.823.1273
Cell: 386.503.6392

“Knight” an FBO employee for exceptional service!

https://tinyurl.com/KnightMeNow

From: Aganovic, Sandra <saganovic@seminolecountyfl.gov>
Sent: Friday, July 18, 2025 6:52 AM
To: Shelley King <shelley.king@ucf.edu>; Alves, Ana L <ana.alves@ocfl.net>; Ortiz, Aida <aida.ortiz@ocfl.net>
Subject: RE: Fire Station #65 - Training Facility Building

Please see attached revised document. Nothing was changed except twenty (20) years renewal to thirty (30) year renewal as provided in the original agreement. Please let me know if this looks ok to you and I’ll present the document as provided above.

Regards,



Sandra Aganovic
Contracts and Leasing Coordinator
Resource Management | Real Estate
O: (407) 665-5280
1101 E. First Street, Sanford, FL 32771-1468
saganovic@seminolecountyfl.gov
www.seminolecountyfl.gov

From: Shelley King <shelley.king@ucf.edu>
Sent: Thursday, July 17, 2025 3:45 PM
To: Aganovic, Sandra <saganovic@seminolecountyfl.gov>; Alves, Ana L <ana.alves@ocfl.net>; Ortiz, Aida <aida.ortiz@ocfl.net>
Subject: RE: Fire Station #65 - Training Facility Building

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

Hello Sandra!

I am fine with this change.

Thanks!

Shelley King, JD
Sr. Manager, Contracts and Real Estate
Office: 407.823.1273
Cell: 386.503.6392

“Knight” an FBO employee for exceptional service!

https://tinyurl.com/KnightMeNow

From: Aganovic, Sandra <saganovic@seminolecountyfl.gov>
Sent: Thursday, July 17, 2025 3:35 PM
To: Shelley King <shelley.king@ucf.edu>; Alves, Ana L <ana.alves@ocfl.net>; Ortiz, Aida <aida.ortiz@ocfl.net>
Subject: FW: Fire Station #65 - Training Facility Building
Importance: High

Good afternoon ladies,

It was brought to my attention by Chief Kinley that the original agreement was for an initial term of 30 years + 20 years + 30 years. The initial term started in 1993 to 2023 at which time we’ve renewed the agreement for the first 20 years from 2023 to 2043.

When we started working on the latest amendment somehow the term got changed and shortened the last renewal by 10 years. We need to fix this to read that the agreement is for 50 years with a 30 year renewal (original term). I can change this with our CAO tomorrow and still have our Board approve the item on 7/22 but I’ll need to have your consent that you are ok with this change as provided above. Please email me your individual consent.

Thank you,

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Sandra Aganovic
Contracts and Leasing Coordinator
Resource Management | Real Estate
O: (407) 665-5280
1101 E. First Street, Sanford, FL 32771-1468
saganovic@seminolecountyfl.gov
www.seminolecountyfl.gov

File Number: 2025-760

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #101 for property interests necessary for the Hillview Drive Drainage Improvement Project (8,216 ± SF) between Ellen Davis Rozier, Fatha DeSue, Grace M. Fair, Gloria M. Payne, Octavia Lynn Tillman, Tennille Leschelle Sanchez, Cato Leamon Mott II, Jeremiah Angel Mott, Charles Edward Sanders II, Winifred A. Coleman, Co-Trustee, and Janice L. Melson, Co-Trustee, and Seminole County for $61,890.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District3 - Constantine **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#101) has been identified as being needed for property interests necessary for our Hillview Drive Drainage Improvement Project. The owners (Ellen Davis Rozier, Fatha DeSue, Grace M. Fair, Gloria M. Payne, Octavia Lynn Tillman, Tennille Leschelle Sanchez, Cato Leamon Mott II, Jeremiah Angel Mott, Charles Edward Sanders II, Winifred A. Coleman, Co-Trustee, and Janice L. Melson, Co-Trustee) of the property located on the north side of Hillview Drive, approximately 960 ± feet (0.18 miles) west of Mathews Road, in Altamonte Springs, Florida, have agreed to sell and convey needed property interests to Seminole County for the sum of $61,890.00 inclusive of all fees and costs.

The property is vacant and consists of 0.19 ± acres of land. The County's valuation of their interest in this acquisition is $41,733.00. The County's binding written offer amount for their portion of interest was $59,430.00. After negotiation with the family

and their attorney, a settlement was reached at $61,890.00, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #101 for property interests necessary for the Hillview Drive Drainage Improvement Project (8,216 ± SF) between Ellen Davis Rozier, Fatha DeSue, Grace M. Fair, Gloria M. Payne, Octavia Lynn Tillman, Tennille Leschelle Sanchez, Cato Leamon Mott II, Jeremiah Angel Mott, Charles Edward Sanders II, Winifred A. Coleman, Co-Trustee, and Janice L. Melson, Co-Trustee and Seminole County for $61,890.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
Fee Simple

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between the **Heirs of THE SANDERS FAMILY**, whose names and addresses are listed in the attached **Exhibit "A"**, in this Agreement collectively referred to as "OWNER," and **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."

W I T N E S S E T H:

WHEREAS, the OWNER holds all legal ownership interests in the real property described herein, as established by documentation provided to the COUNTY; and

WHEREAS, the COUNTY has determined that acquisition of the subject property is necessary for a public road improvement project within Seminole County; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit "B" attached hereto and incorporated herein (the "Property").

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey the Property for the above referenced project by Quitclaim Deed, free of liens and encumbrances, to COUNTY for the sum of SIXTY-ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS ($61,890.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee of the Quitclaim Deed, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Quitclaim Deed described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a quitclaim deed.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2024), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Holly Brandt
Signature

HOLLY BRANDT
Print Name

Signature

Joeleen Mogielski
Print Name

Heir of the Sanders Family, Owner

By: Ellen Davis Rozier
ELLEN DAVIS ROZIER, Heir

7/29/2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Mona Weber
Signature

Mona Weber
Print Name

Kanaya Martin
Signature

Kanaya Martin
Print Name

Heir of the Sanders Family, Owner

By: Fatha DeSue
FATHA DESUE, Heir

7/30/2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Kelley Beck

Print Name

Signature

Print Name

Heir of the Sanders Family, Owner

By: Grace M. Fair

GRACE M. FAIR, Heir

7-28-25

Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Julia Martinez
Print Name

Signature

David Gibbons
Print Name

Heir of the Sanders Family, Owner

By: _____
GLORIA M. PAYNE, Heir

July 30 2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Jodie Buck
Signature

Jodie Buck
Print Name

Sandra Manoukian
Signature

SANDRA MANOUKIAN
Print Name

Heir of the Sanders Family, Owner

By: Octavia Lynn Tillman
OCTAVIA LYNN TILLMAN, Heir

7/29/2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Misha Corbett

Print Name

Signature

Ethel Wood

Print Name

Heir of the Sanders Family, Owner

By: _____

TENNILLE LESHELLE SANCHEZ, Heir

7/3/2025

Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Debra L Strait

Print Name

Signature

India Rivera

Print Name

Heir of the Sanders Family, Owner

By: Cato Leamon Mott II

CATO LEAMON MOTT, II, Heir

7/30/2025

Date

DEBRA L STRAIT
Notary Public - State of Florida
Commission # HH 494501
My Comm. Expires Feb 19, 2028
Bonded through National Notary Assn.

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Caleb Gonzalez
Signature

Caleb Gonzalez
Print Name

Sarah Baize
Signature

Sarah Baize
Print Name

Heir of the Sanders Family, Owner

By: Katrina D. Alain
JEREMIAH ANGEL MOTT, Heir

07/31/25
Date

"Mother on behalf of Jeremiah Angel Mott (minor)"

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Print Name

Signature

Print Name

Heir of the Sanders Family, Owner

By: _____
CHARLES EDWARD SANDERS, II, Heir

Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Signature

Print Name

Signature

Print Name

Heir of the Sanders Family, Owner

By: _____

WINIFRED A. COLEMAN, Heir
Co-Trustee of the Wilfred A. Sanders Revocable Living Trust (14301 Driftwood Rd, Bowie, MD 20721)

July 24, 2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

Melanie Reed
Signature

Melanie Reed
Print Name

Samantha McVay
Signature

Samantha McVay
Print Name

Heir of the Sanders Family, Owner

By: Janice L. Melson
JANICE L. MELSON, Heir
Co-Trustee of the Wilfred A. Sanders Revocable Living Trust (2991 Lerwick Drive, Rawlins, Wyoming 82301)

7/25/2025
Date

[Balance of this page intentionally blank; signatory page continues on following page]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 202__, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit "A" – Name and Addresses of Heirs of the Sanders Family
Exhibit "B" – Description and Depiction of Parcel 101

GLK/kly
7/16/25
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2025\Hillview Drive Improvement Project - Doudney\Hillview Sanders\Purchase Agreement - Hillview Drive (Sanders) July16(25).docx

EXHIBIT “A”

Ellen Davis Rozier	4275 Terra Ridge Drive	Milford	MI	48381
Fatha DeSue	5808 NW 177th Street	Starke	FL	32091
Grace M. Fair	1771 McFarlane Avenue	Deltona	FL	32738
Gloria M. Payne	6033 Rocky Trail	Ontario	FL	32808
Octavia Lynn Tillman	213 Kays Landing Dr.	Sanford	FL	32771
Tennille LeShelle Sanchez	2486 Lake Cora Rd	Apopka	FL	32712
Cato Leamon Mott II	1520 Chelsea Manor Cir	DeLand	FL	32724
Jeremiah Angel Mott (Mother: Katrina Daniella Alain)	17204 Plantation Lakes Circle	Sanford	FL	32771
Winifred A. Coleman, Co-Trustee of the Wilfred A. Sanders Revocable Living Trust	14301 Driftwood Road	Bowie	MD	20721
Janice L. Melson, Co-Trustee of the Wilfred A. Sanders Revocable Living Trust	2991 Lerwick Drive	Rawlins	WY	82301
Charles Edward Sanders II	17732 Baywatch Ct NE	Poulsbo	WA	98370

SKETCH OF DESCRIPTION (PARCEL 101)

SEMINOLE COUNTY

TAX ID. 22-21-29-300-0180-0000

OWNER: CHARLES EDWARD SANDERS, II

Exhibit "B"

LEGAL DESCRIPTION:

THAT PART OF:

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 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.

BEING THOSE CERTAIN LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10065, PAGE 1295 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Lying within the following metes and bounds description:

Beginning at the Southwest corner of the Northwest 1/4 of aforesaid Section 22, said point being along the West line of the aforesaid Parcel Described in Official Records Book 10065, Page 1295, or the Southerly projection thereof; thence run North 00°29'39" East along said West line for a distance of 25.00 feet to a point along a line parallel with the South line of said Northwest 1/4, said point also being along the North line of the Monumented and Occupied Right-of-Way for Hillview Drive; thence departing said West line, run North 89°57'56" East along said parallel line, and said North line, for a distance of 328.61 feet, to a point along the East line of the aforesaid Parcel; thence run South 00°25'38" West along said East line, or the Southerly projection thereof, for a distance of 25.00 feet to a point along the aforesaid South line of the Northwest 1/4; thence run South 89°57'56" West along said South line for a distance of 328.64 feet to the Point of Beginning:

Containing 8,216 square feet more or less
Which includes 3,402 square feet more or less, within the paved road for Hillview
and 4,814 square feet more or less, lying outside of the paved road for Hillview

NOTES:

THIS IS NOT A SURVEY.
Bearings shown hereon are based upon the South line of the Northwest 1/4 of Section 22, bearing North 89°57'56" East.

Digitally signed by Jack V Carper
DN: C=US, O=Florida, dnQualifier=A01410D0000018709DAC3690004A09F, CN=Jack V Carper
Reason: I am the author of this document
Location:
Date: 2024.01.22 12:19:56 -05'00'
Foxit PDF Editor Version: 13.0.1

Jack V Carper

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THIS IS NOT A SURVEY

ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 1/22/2024
Scale: 1"=60'
Job No.: 100067286
F.B.: N/A
Drawn By: AS
Ckd. By: JVC
Sheet 1 of 1

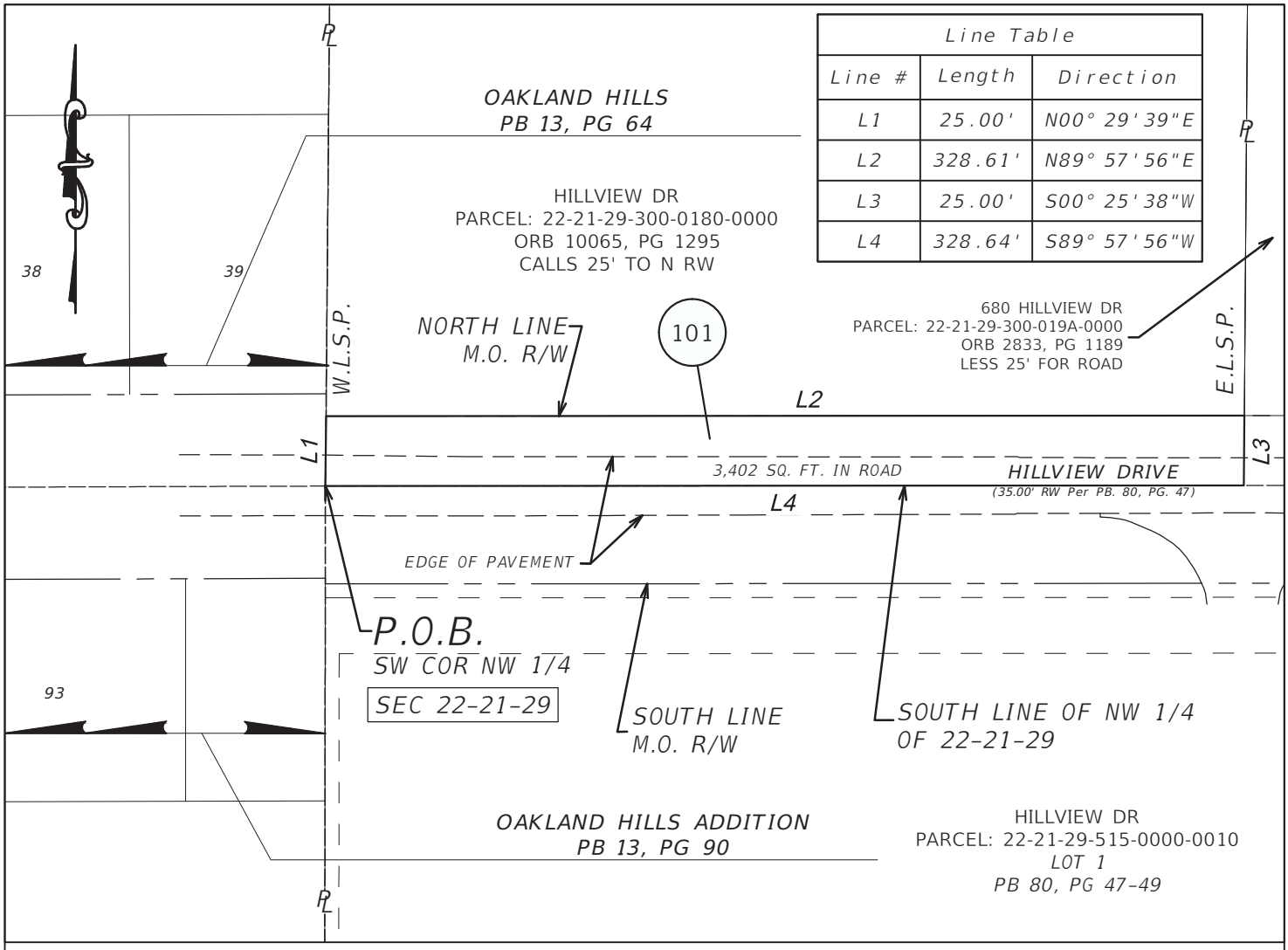
S:\Seminole_Co\100067286 O.H.LS.SVY.HL HillView Dr\Easement SODs\22-21-29-300-0180-0000_101\Fee Simple\22-21-29-300-0180-0000_Fee Simple.dwg, 1/22/2024 10:33 AM, CARP1646

SKETCH OF DESCRIPTION (PARCEL 101)

SEMINOLE COUNTY

TAX ID. 22-21-29-300-0180-0000

OWNER: SANDERS, CHARLES



LEGEND:

P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
ORB	= Official Records Book
M.O.	= Monumented & Occupied
PB	= Plat Book
PG	= Page
COR	= Corner
NW	= Northwest
SW	= Southwest
R/W	= Right of Way
SEC	= Section
W.L.S.P.	= West Line or Southerly Projection Thereof
E.L.S.P.	= East Line or Southerly Projection Thereof

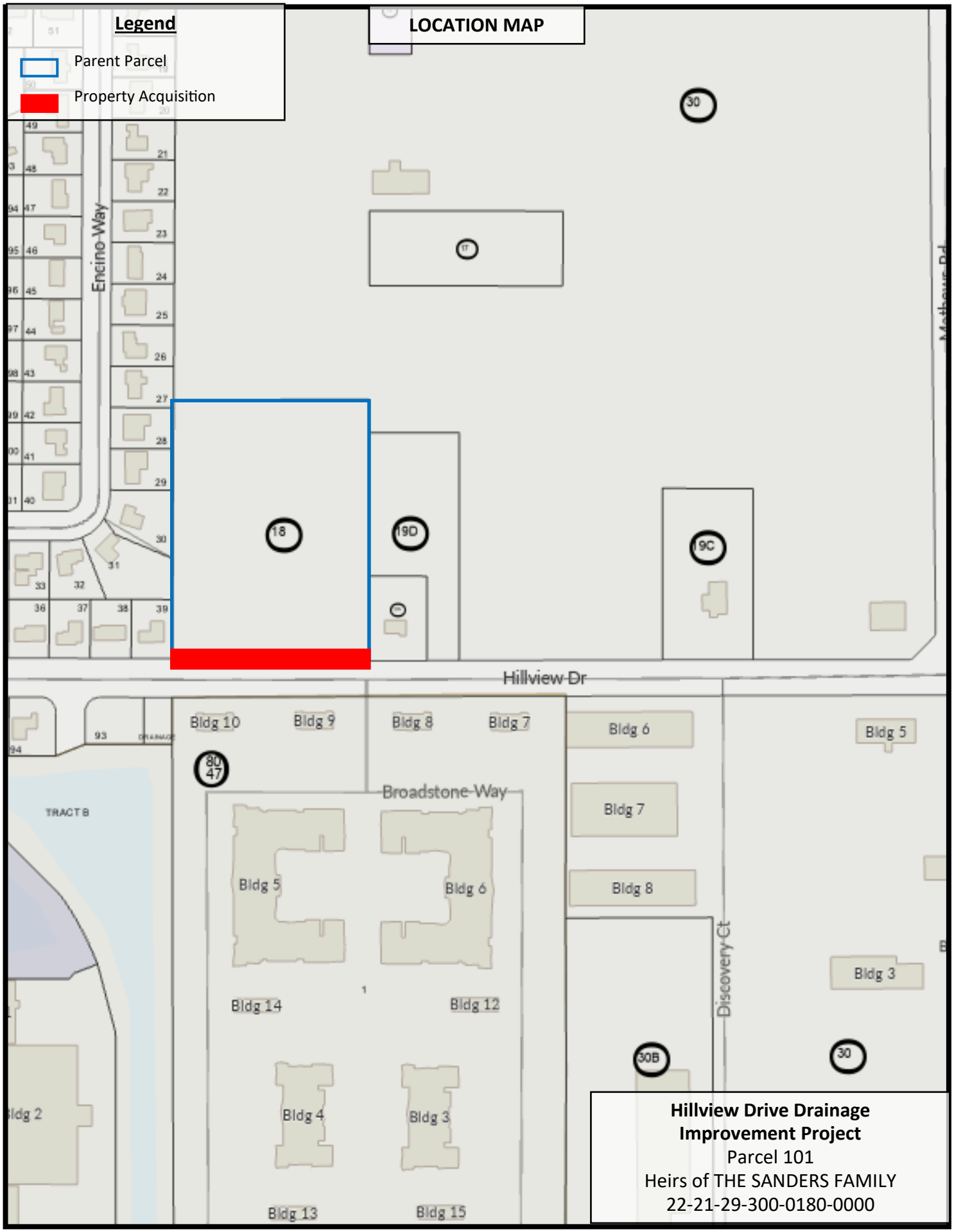
THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 1/22/2024
Scale: 1"=60'
Job No.: 100067286
F.B.: N/A
Drawn By: AS
Ckd. By: JVC
Sheet 2 of

S:\Seminole_Co\100067286 O.H.LS.SVY.HL Hillview Dr\Easement SODs\22-21-29-300-0180-0000_101\Fee Simple\22-21-29-300-0180-0000_Fee Simple.dwg, 1/22/2024 10:33 AM, CARPI646


Legend
Parent Parcel
Property Acquisition
LOCATION MAP
Encino Way
Hillview Dr
Broadstone Way
Discovery Ct
Bldg 10
Bldg 9
Bldg 8
Bldg 7
Bldg 6
Bldg 5
Bldg 14
Bldg 12
Bldg 4
Bldg 3
Bldg 13
Bldg 15
Bldg 2
TRACT B
18
19D
19C
30
30B
80
47
Hillview Drive Drainage Improvement Project
Parcel 101
Heirs of THE SANDERS FAMILY
22-21-29-300-0180-0000

File Number: 2025-753

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-905 for a drainage easement necessary for the Midway Drainage Improvement Project (60 ± SF) between Henry Colyer and Seminole County for $1,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#1-905) has been identified as being needed for a drainage easement necessary for our Midway Drainage Improvement Project. The owner (Henry Colyer / Tax ID #33-19-31-507-0000-0100) of the property located at the northeast corner of Sipes Avenue and Midway Avenue, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of $1,550.00 inclusive of all fees and costs.

The parent property is vacant and consists of 0.09 ± acres of land. The County's valuation of this acquisition is $550.00. There is no cost to cure identified for this acquisition. The County's incentivized offer amount was $1,550.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #1-905 for a drainage easement necessary for the Midway Drainage Improvement Project (60 ± SF) between Henry Colyer and Seminole

County for $1,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between HENRY COLYER, whose address is 3201 Midway Avenue, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and 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."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a drainage easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 33-19-31-507-0000-0100

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS ($1,550.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2024).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Witness

Edwin R. Barfield
Print Name

Witness

Jamee Barfield
Print Name

HENRY COLYER

7-10-25
Date

[Balance of this page intentionally blank; signatory page continues on Page 5]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, 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

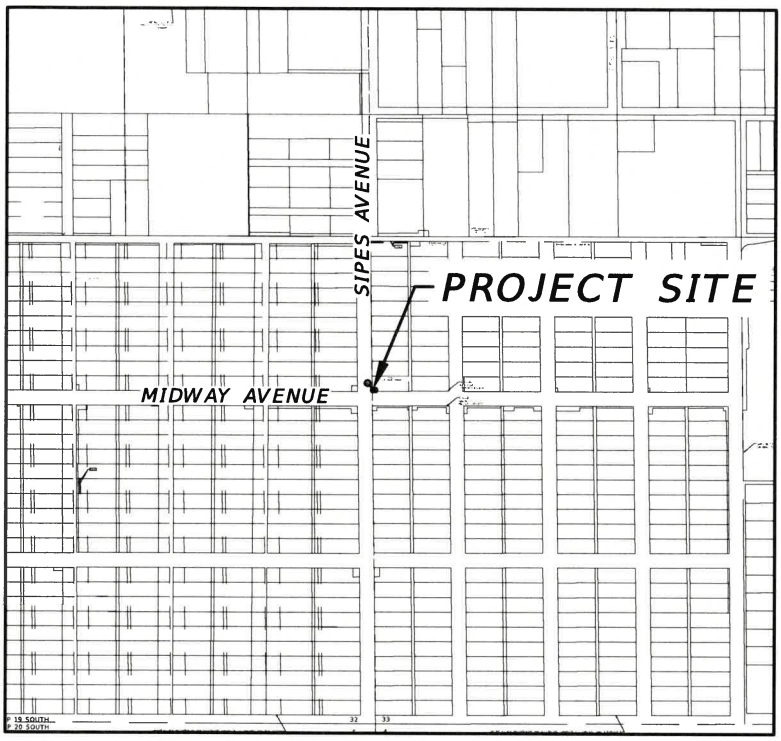
Attachment:
Exhibit A – Legal Description and Sketch

GLK\kly
7/8/25
T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2023\Midway Drainage Improvement Project\Colyer, Henry (Parcel 1-905)\Purchase Agreement - Colyer, H (Parcel 1-905).docx

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-507-0000-0100
EASEMENT NO./SEARCH NO. - 905/_____

Exhibit "A"



LOCATION MAP

LEGEND:

AE = ACCESS EASEMENT
AVE. = AVENUE
CB = CHORD BEARING
CD = CHORD DISTANCE
DE = DRAINAGE EASEMENT
F = FIELD
INT. = INTERSECTION
L = LENGTH
L1 = LINE #1
M = MEASURED
M.O. = MONUMENTED & OCCUPIED
NR = NON-RADIAL
NT = NON-TANGENT CURVE
ORB = OFFICIAL RECORDS BOOK
O.R. = OFFICIAL RECORDS BOOK
PG = PAGE
PB = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PCC = POINT OF COMPOUND CURVATURE
PC = POINT OF CURVATURE
POC = POINT ON CURVE
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
(R) = RADIAL LOT LINE
R = RADIUS
RP = RADIUS POINT
RW = RIGHT OF WAY
R/W = RIGHT OF WAY
COR. = CORNER
SEC. = SECTION
DR. = DRIVE
ST. = STREET
N = NORTH
S = SOUTH
E = EAST
W = WEST
~ = DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.
2. Underground utilities, and/or improvements have not been located.
3. Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.
4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.
5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

Sheet 1: Location Map, Legend, Notes, and Certification
Sheet 2: Legal Description
Sheet 3: Sketch

AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

Date: 7/01/25
Scale: 1:500
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 1 of 3

C:\Users\carp1646\DC\ACCDocs\AtkinsRéalis EDPM\100080164-Midway Basin Final Design\Project Files\BP1\Survey\Easements\Parcel 905_33-19-31-507-0000-0100\SOD DRN Esmt 905 33-19-31-507-0000-0100.dwg, 7/1/2025 4:43 PM, CARP1646

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-507-0000-0100
EASEMENT NO./SEARCH NO. - 905/_____

Parcel 908 Legal Description

That part of Lot 10 of the plat of "J.O. Packard's 1st Addition to Midway" as recorded in Plat Book 2, Page 104 of the Public Records of Seminole County, Florida;

Lying within the following Metes and Bounds description:

Beginning at the Southwest corner of aforesaid Lot 10, run N 00° 47' 29" W along the West line of said Lot 10 for 5.00 feet; thence departing said West line, run N 89° 56' 12" E for 12.00 feet; thence S 00° 47' 29" E for 5.00 feet to a point along the South line of said Lot 10; thence S 89° 56' 12" W along said South line, for 12.00 feet to the Point of Beginning.

Containing 60 Sq. Ft. more or less.

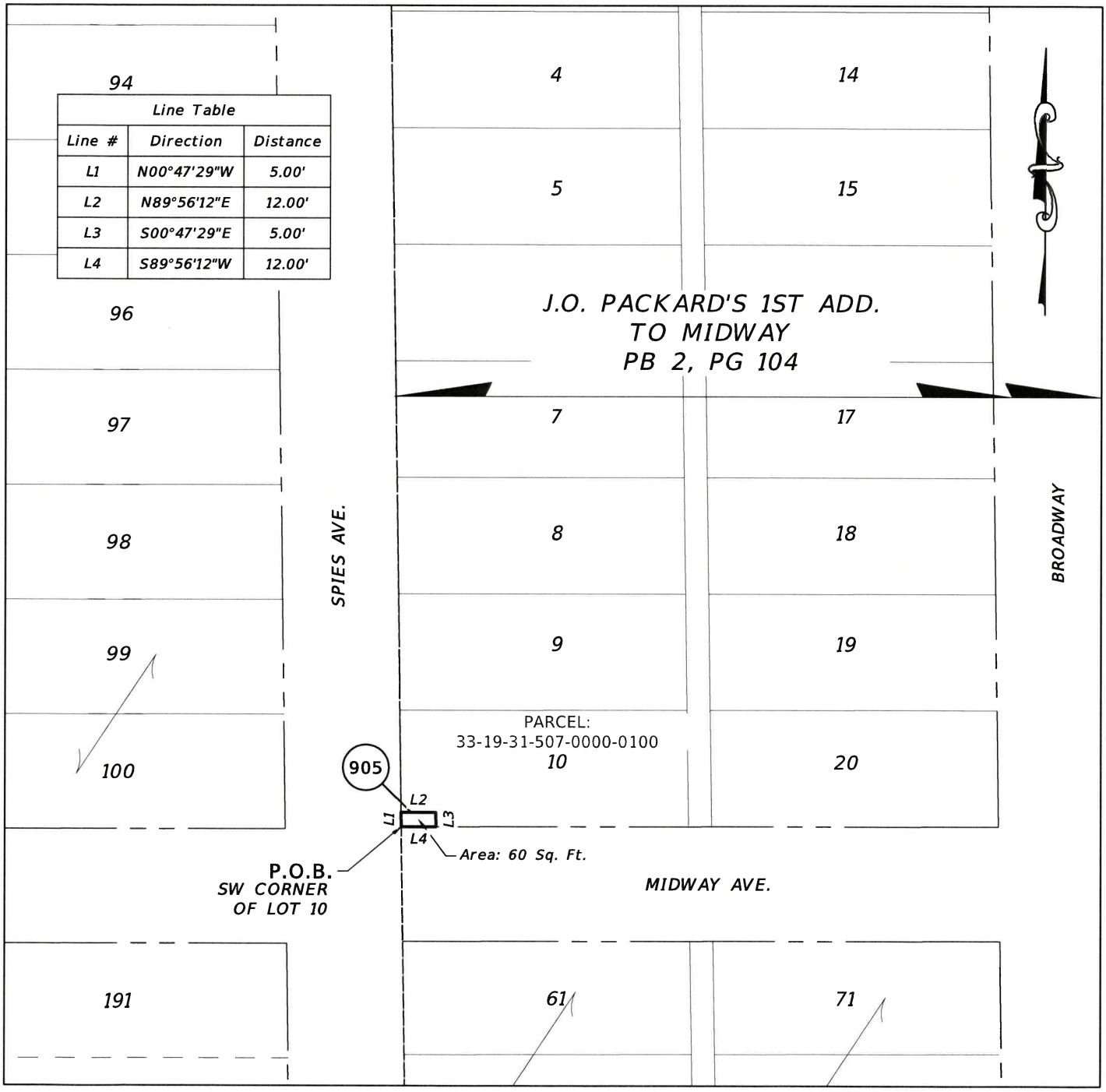
AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 7/01/25
Scale:
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 2 of 3

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SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 33-19-31-507-0000-0100
EASEMENT NO./SEARCH NO. - 905/_____



Line Table		
Line #	Direction	Distance
L1	N00°47'29"W	5.00'
L2	N89°56'12"E	12.00'
L3	S00°47'29"E	5.00'
L4	S89°56'12"W	12.00'

0 50 100 Feet

NOTES:
1. THIS IS NOT A SURVEY
2. Bearings are assumed and based upon the East Line of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4, of Section 32, having a bearing of S 00°47'29" E.

AtkinsRéalis
482 South Keller Road, Suite 300
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 7/01/25
Scale: 1:50
Job No.: 100080164
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet: 3 of 3

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Legend
Parent Parcel
Drainage Easement
LOCATION MAP
Midway Ave
Sipes Ave
Water St
Broadway
Midway Drainage Improvement Project
Parcel 1-905
Henry Colyer
33-19-31-507-0000-0100

File Number: 2025-752

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-822 for a drainage easement necessary for the Midway Drainage Improvement Project (75.43 ± SF) between Carl Rogers, Jr. and G. Charles Wohlust as Personal Representative of the Estate of Steve Gillison and the Estate of Nathaniel Gillison, Sr., and Seminole County for $6,450.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#2-822) has been identified as being needed for a drainage easement necessary for our Midway Drainage Improvement Project. The owners (Carl Rogers, Jr. and G. Charles Wohlust as Personal Representative of the Estate of Steve Gillison and the Estate of Nathaniel Gillison, Sr. / Tax ID #33-19-31-300-061A-0000) of the property located on the north side of Lincoln Street, approximately 112 feet west of Diesel Lane, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of $6,450.00 inclusive of all fees and costs.

The parent property is improved with a single-family residence and consists of 0.16 ± acres of land. The County's valuation of this acquisition is $3,500.00; a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was $6,450.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-822 for a drainage easement necessary for the Midway Drainage Improvement Project (75.43 ± SF) between Carl Rogers, Jr. and G. Charles Wohlust as Personal Representative of the Estate of Steve Gillison and the Estate of Nathaniel Gillison, Sr. and Seminole County for $6,450.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

Road Project: Midway Drainage Improvement Project - Parcel 822
Parcel Address: 3300 Lincoln Street, Sanford, Florida 32771
Owner Name: Carl Rogers, Jr. & Estate of Steve Gillison, Deceased
and Estate of Nathaniel Gillison, Sr., Deceased

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **CARL ROGERS, JR.**, whose address is 1822 Dorn Court, Sanford, Florida 32771 and **G. CHARLES WOHLUST, as Personal Representative of the ESTATE OF STEVE GILLISON, Deceased**, and of the **ESTATE OF NATHANIEL GILLISON, SR., Deceased**, whose address is P.O. Box 1570, Winter Park, Florida 32792-1570, (collectively referred to in this Agreement referred to as "OWNER,"), and **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."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a drainage easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 33-19-31-300-061A-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of SIX THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($6,450.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title

insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(c) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2024), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Signature

Edwin R. Barfield
Print Name

Signature

Print Name

CARL ROGERS, JR.

[Signatures continue on following page]

Road Project: Midway Drainage Improvement Project - Parcel 822
Parcel Address: 3300 Lincoln Street, Sanford, Florida 32771
Owner Name: Carl Rogers, Jr. & Estate of Steve Gillison, Deceased and Estate of Nathaniel Gillison, Sr., Deceased

WITNESSES:

Signature

Linda S. Wyatt
Print Name

Signature

Deborah L. Marshall
Print Name

G. CHARLES WOHLUST, Personal Representative of Estate of Steve Gillison Deceased, and Estate of Nathaniel Gillison, Sr., Deceased

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – Legal Description and Sketch

DGS\sfa
06/25/2025
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Rogers\Purchase Agreement-Rogers rev1.docx

EXHIBIT "A"

Legal Description

That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida, thence along the east line of the said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, N.00°40'54"W., a distance of 15.00 feet; thence along the north right of way line of Lincoln Street as recorded in Official Records Book 660, Page 171 of the public records of Seminole County, Florida, S.89°53'12"W., a distance of 171.15 feet; thence continue S.89°53'12"W., a distance of 4.86 feet to the East line of the west 88 feet of the east 264 feet of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33; thence along said east line N00°40'54"W., a distance of 15.29 feet; thence N.90°00'00"E., a distance of 5.01 feet; thence S.00°06'18"E., a distance of 15.28 feet to the Point of Beginning.

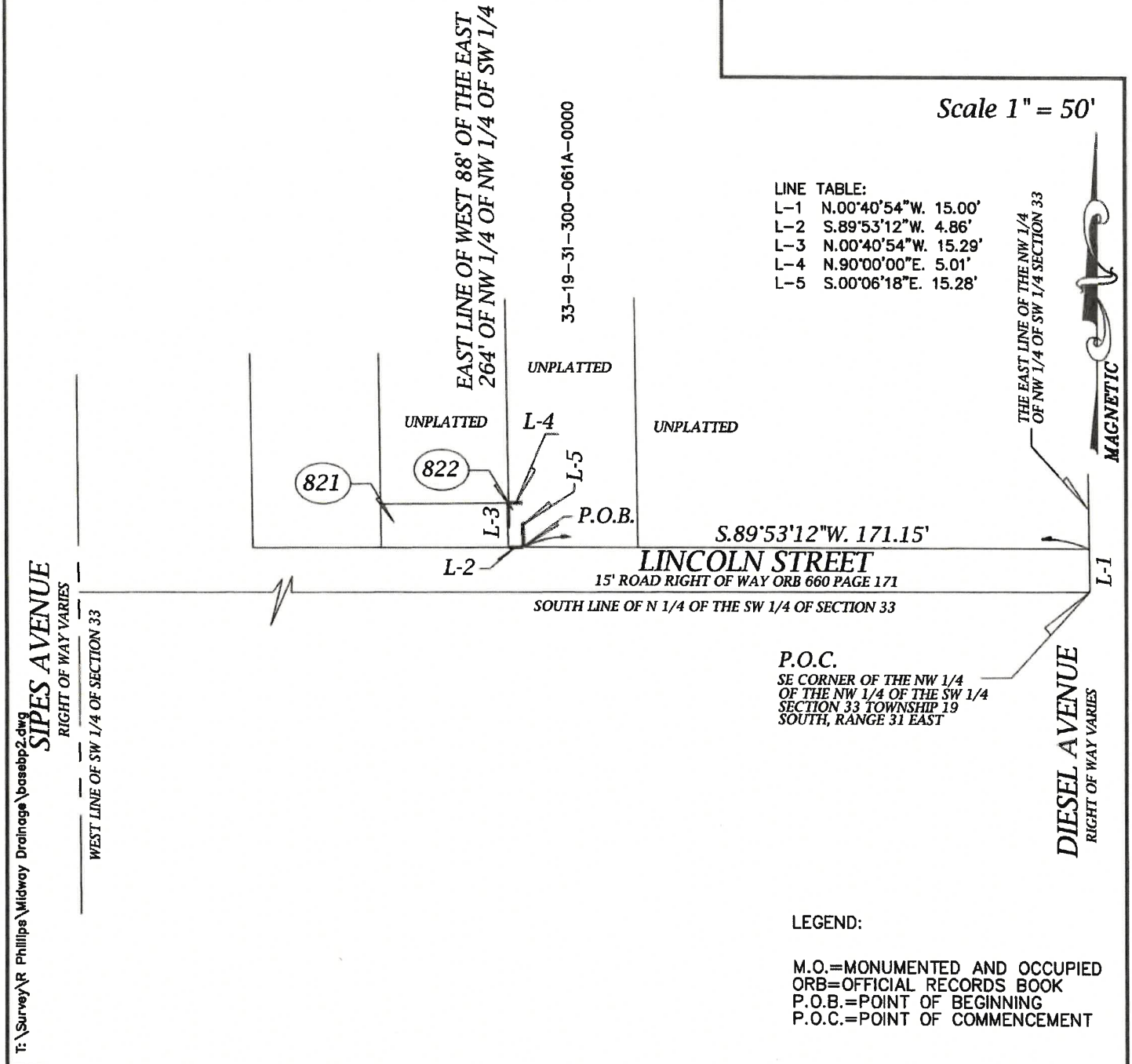
Said parcel contains 75.43 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P822 33-19-31-300-061A-0000

SKETCH OF DESCRIPTION



LEGEND:

M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

BY:

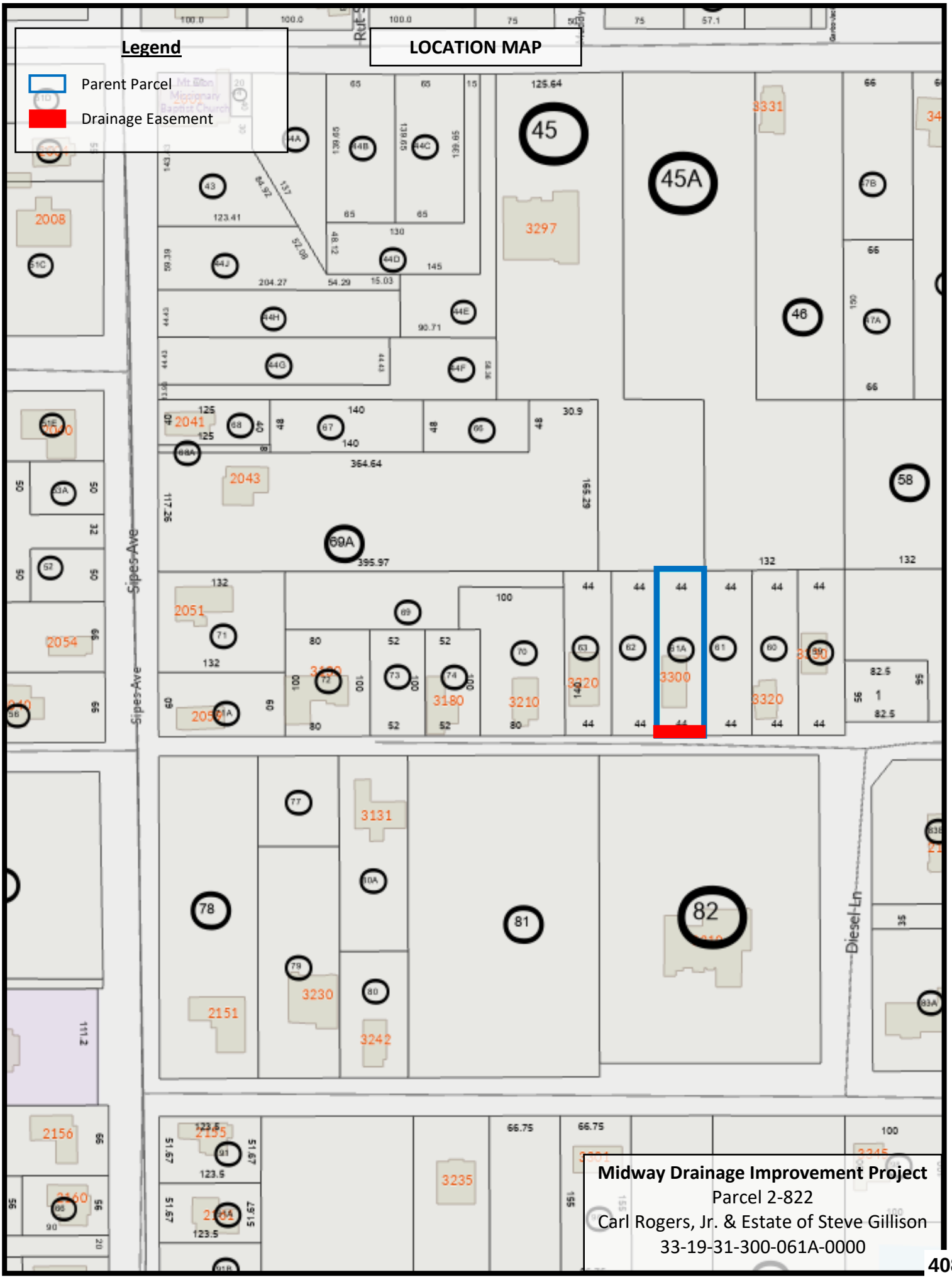
RAYMOND F. PHILLIPS P.S.M. FL. LICENSE NO. 7015

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE WHICH IS ASSUMED TO BEAR S.89°35'37"W.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

FIELD DATE: n/a	SCALE: 1"=50'
DATE: 04/20/2023	DRAWN BY: RFP
JOB NAME: MIDWAY DRAINAGE	CHECKED BY: RP


Legend
Parent Parcel
Drainage Easement
LOCATION MAP
Sipes Ave
Diesel Ln
45
45A
46
58
69A
78
81
82
3300
3297
3331
3320
3210
3180
3131
3230
3242
3235
2041
2043
2051
2054
2151
2156
2008
Midway Drainage Improvement Project
Parcel 2-822
Carl Rogers, Jr. & Estate of Steve Gillison
33-19-31-300-061A-0000

File Number: 2025-751

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #2-821 for a drainage easement necessary for the Midway Drainage Improvement Project (663.04 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Julia J. Johnson, also known as Julia Demps, and Seminole County for $11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management - Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#2-821) has been identified as being needed for a drainage easement necessary for our Midway Drainage Improvement Project. The owner (G. Charles Wohlust as Personal Representative of the Estate of Julia J. Johnson, also known as Julia Demps, (Tax ID #33-19-31-300-0620-0000) of the property located on the north side of Lincoln Street, approximately 155 feet west of Diesel Lane, in Sanford, Florida, has agreed to sell and convey this drainage easement to Seminole County for the sum of $11,550.00 inclusive of all fees and costs.

The parent property is vacant and consists of 0.15 ± acres of land. The County's valuation of this acquisition is $6,700.00; a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was $11,550.00, which was accepted by the owner, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase

Agreement related to Project Parcel #2-821 for a drainage easement necessary for the Midway Drainage Improvement Project (663.04 ± SF) between G. Charles Wohlust as Personal Representative of the Estate of Julia J. Johnson, also known as Julia Demps, and Seminole County for $11,550.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

Road Project: Midway Drainage Improvement Project – Parcel 821
Parcel No. 33-19-31-300-0620-0000
Parcel Address: Lincoln Street, Sanford, Florida 32771
Owner Name: G. Charles Wohlust, Personal Representative
for Estate of Julia J. Johnson aka Julia Demps, Deceased

PURCHASE AGREEMENT
DRAINAGE EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **G. CHARLES WOHLUST as Personal Representative of the ESTATE OF JULIA J. JOHNSON, ALSO KNOWN AS JULIA DEMPS, Deceased**, whose address is P.O. Box 1570, Winter Park, Florida 32792-1570, in this instrument referred to as "GRANTOR," and 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 instrument referred to as "GRANTEE."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a drainage easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 33-19-31-300-0620-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS ($11,550.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title

insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2024), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be 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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Witness

Linda S. Wyatt
Print Name

Deborah L. Marshall

Deborah L. Marshall
Print Name

G. CHARLES WOHLUST, Personal Representative for the Estate of Julia J. Johnson aka Julia Demps, Deceased

July 21, 2025
Date

[Balance of this page intentionally blank; signatory page continues on Page 5]

Road Project: Midway Drainage Improvement Project –
Parcel No. 33-19-31-300-0620-0000
Parcel Address: Lincoln Street, Sanford, Florida 32771
Owner Name: G. Charles Wohlust, Personal Representative
for Estate of Julia J. Johnson aka Julia Demps, Deceased

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2025, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Legal Description and Sketch

DGS\GLK\sfa
06/25/2025
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Johnson\Purchase Agreement – Julia J. Johnson aka Julia Demps.docx

EXHIBIT "A"

Legal Description

That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida, thence along the east line of the said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, N.00°40'54"W., a distance of 15.00 feet; thence along the north right of way line of Lincoln Street as recorded in Official Records Book 660, Page 171 of the public records of Seminole County, Florida, S.89°53'12"W., a distance of 176.00 feet to the East line of the west 88 feet of the east 264 feet of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33 and the Point of Beginning thence continuing S.89°53'12"W., a distance of 44.00 feet to the east line of the west 44 feet of said East 264 feet; thence along said east line N.00°40'54"W., a distance of 14.85 feet; thence N.89°19'06"E., a distance of 44.00 feet to the aforementioned east line said west 88 feet; thence S.00°40'54"E., a distance of 15.29 feet to the Point of Beginning.

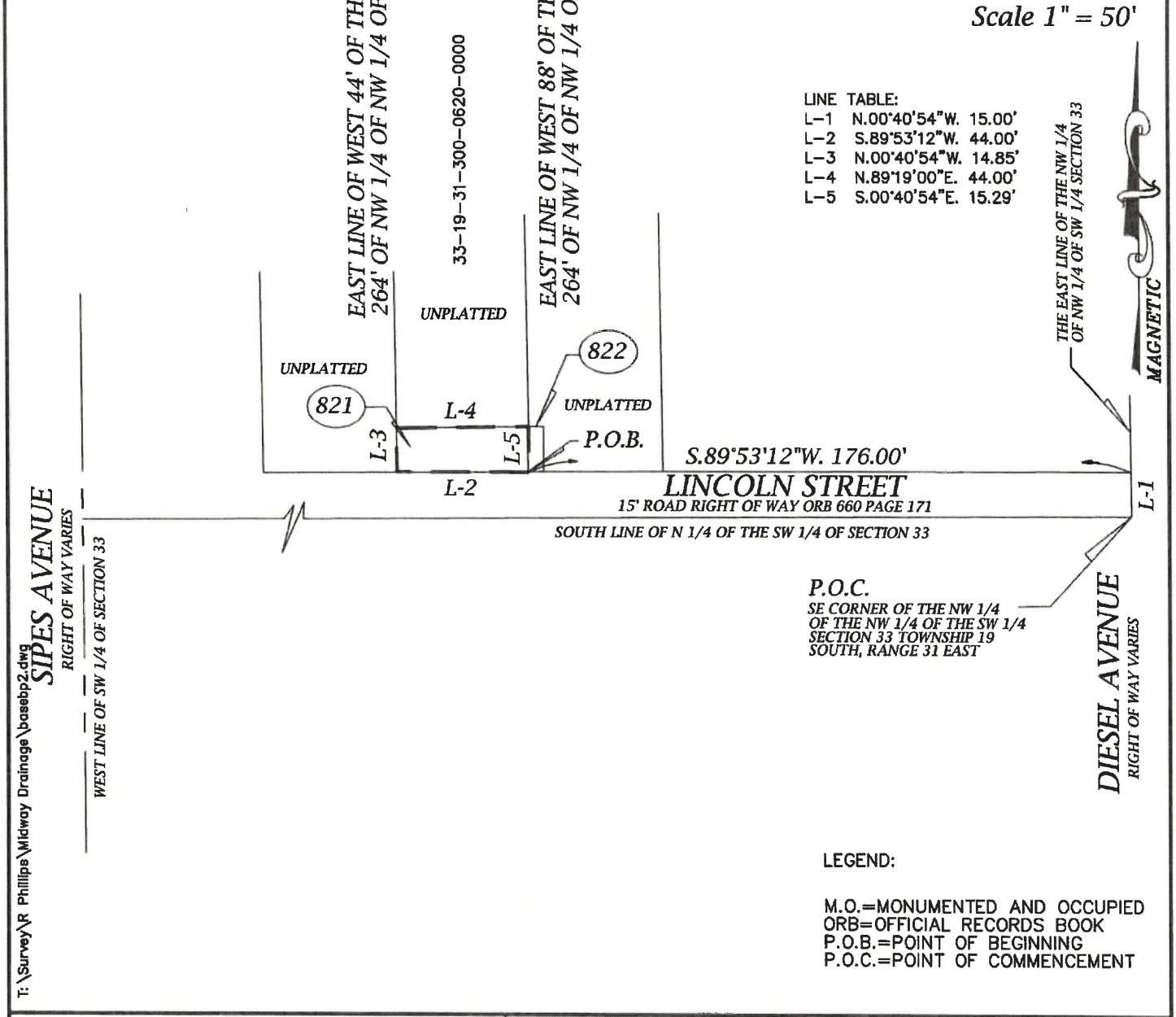
Said parcel contains 663.04 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P821 33-19-31-300-0620-0000

SKETCH OF DESCRIPTION



LEGEND:

M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: _____

RAYMOND T. PHILLIPS P.S.M. FLORIDA SURVEYOR NO. 7015

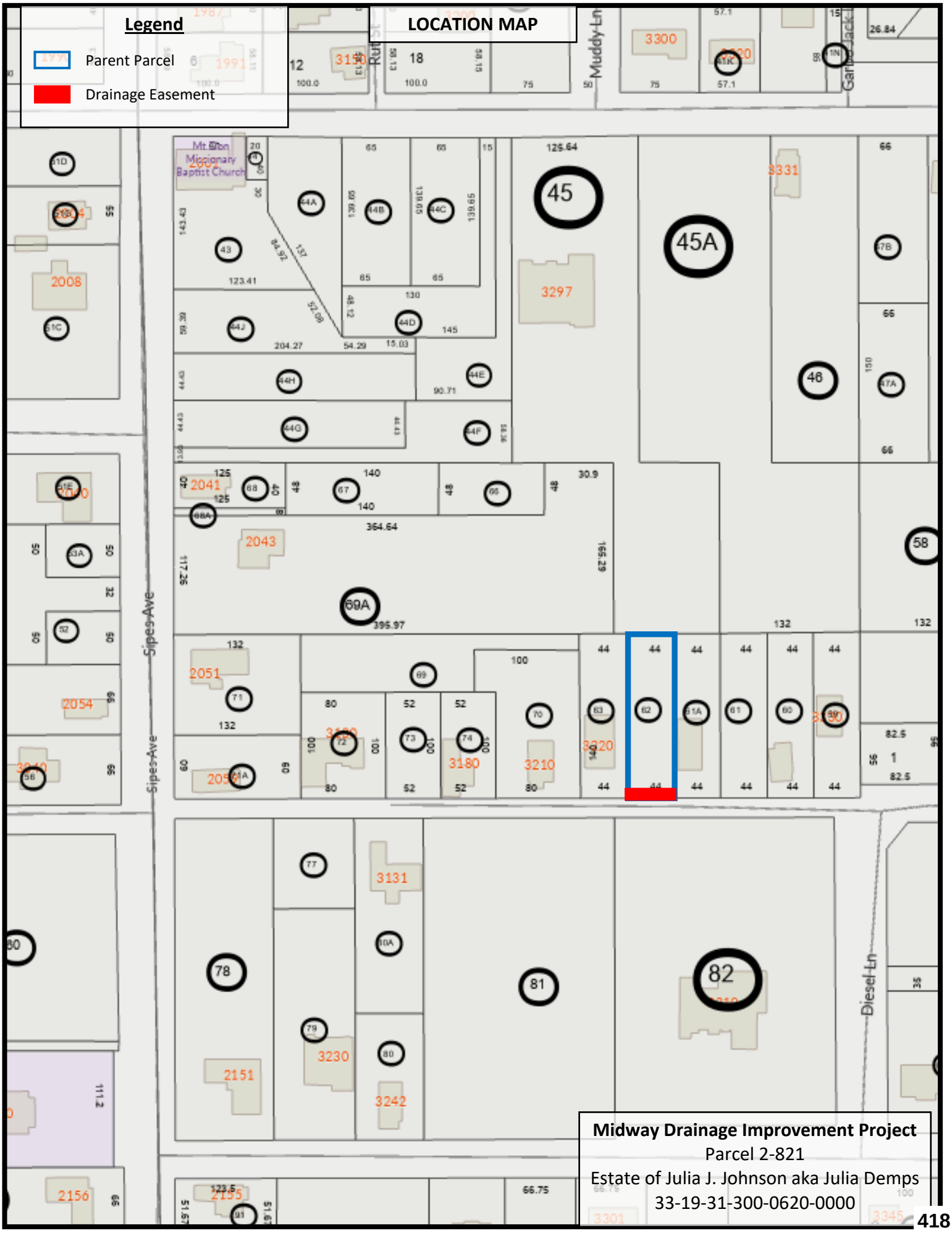
RAYMOND T. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE WHICH IS ASSUMED TO BEAR S.89°35'37"W.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

FIELD DATE: n/a	SCALE: 1"=50'
DATE: 04/20/2023	DRAWN BY: RFP
JOB NAME: MIDWAY DRAINAGE	CHECKED BY: RP


Legend
Parent Parcel
Drainage Easement
LOCATION MAP
Sipes Ave
Muddy Ln
Diesel Ln
Mt Sion Missionary Baptist Church
45
45A
46
58
69A
78
81
82
Midway Drainage Improvement Project
Parcel 2-821
Estate of Julia J. Johnson aka Julia Demps
33-19-31-300-0620-0000

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

File Number: 2025-742

Title:

Approve and authorize the Chairman to execute a Resolution of Necessity for the Midway Drainage Improvement Project including Parcels 1-817, 1-820, 1-856, 2-806, 2-807, 2-808, 2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817, 2-819, 2-843, 2-844, and 2-845, and authorize staff to make binding written offers to property owners and, if necessary, to file condemnation proceedings to exercise the power of eminent domain. District5 - Herr **(Stephen Koontz, Resource Management Deputy Director)**

Division:

Resource Management

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

Staff requests authorization from the Board to make binding written offers to the owners of parcels to be acquired for the Midway Drainage Improvement Project in amounts based upon the final appraisals obtained by the County, and if necessary, to file condemnation proceedings to exercise the power of eminent domain.

In addition, staff requests the Board consider, adopt, and authorize the Chairman to execute a Resolution of Necessity finding that the Midway Drainage Improvement Project is necessary, serves a County and public purpose, and is in the best interest of the citizens of Seminole County. Staff also requests the Board authorize the County Attorney's Office or its designee: (1) to negotiate in good faith with the owners of the parcels, (2) to make all necessary binding offers consistent with the authority granted by the Board of County Commissioners prior to institution of condemnation proceedings and, (3) if necessary, to file condemnation proceedings to exercise the power of eminent domain to acquire the subject parcels.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution of Necessity for the Midway Drainage Improvement Project including Parcels 1-817, 1-820, 1-856, 2-806, 2-807, 2-808, 2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817, 2-819, 2-843, 2-844, and 2-845, and authorize staff to make binding written offers to property owners and, if necessary, to file condemnation proceedings to exercise the power of eminent domain.

RESOLUTION NO.: 2025-R-____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR FINDING A NECESSITY AND PUBLIC PURPOSE FOR THE ACQUISITION OF PARCELS 1-817, 1-820, 1-856, 2-806, 2-807, 2-808, 2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817, 2-819, 2-843, 2-844, and 2-845 FOR THE MIDWAY DRAINAGE IMPROVEMENT PROJECT; PROVIDING AUTHORIZATION TO NEGOTIATE WITH THE OWNERS OF THE PARCELS; AND, AUTHORIZING, IF NECESSARY, THE EXERCISE OF THE POWER OF EMINENT DOMAIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County desires to accomplish and implement sound flood control and drainage planning and to provide a sound flood control and drainage system along and within the County road system and communities in Seminole County for the benefit of the citizens of Seminole County and the traveling public;

WHEREAS, the safe, effective, and efficient control of flooding and drainage along and within the County road system and the communities it serves is a matter of great concern to the people of Seminole County and is necessary to ensure the protection of people and property and the smooth operation of commerce and other activities within the County;

WHEREAS, the County's constitutional home rule powers, the Florida Transportation Code as listed in Section 334.01, Florida Statutes (2024), as this statute may be amended from time to time, and other applicable law including, but not limited to, Chapter 125, Florida Statutes (2024), as this statute may be amended from time to time, invest authority over the road system of Seminole County in the County;

WHEREAS, Chapter 338, Florida Statutes (2024), declares actions in furtherance of mosquito control to be for public purposes and necessary for the maintenance and betterment of the comfort, health, and welfare of the people, specifically authorizing the Board of County Commissioners to provide for the

construction and maintenance of canals, ditches, drains, dikes, and pumps in furtherance of eliminating mosquito breeding grounds;

WHEREAS, Chapter 127, Florida Statutes (2024), confers upon Seminole County the authority, in accordance with Chapters 73 and 74, Florida Statutes (2024), to exercise the right and power of eminent domain;

WHEREAS, the elimination of safety hazards, including flooding hazards, in existing and future transportation facilities within Seminole County and the communities those roads serve is of utmost concern and permits the full utilization of such facilities by the traveling public;

WHEREAS, it is necessary, beneficial, and desirable that any transportation facility in developed or developing areas of the County have an adequate right-of-way to decrease the likelihood of flooding and drainage problems;

WHEREAS, it is advisable and necessary for the maintenance and betterment of the comfort, health, and welfare of the people of Seminole County to provide for drainage systems that do not leave pools of stagnant water, which serve as breeding grounds for mosquitos;

WHEREAS, the Midway Basin lies in the north-central portions of Seminole County, bounded to the north by Lake Monroe, the east by SR 415 and the St. Johns River, the south by SR 46, and the west by downtown Sanford, for a total of four square miles;

WHEREAS, Seminole County commissioned the Midway Basin Study, finalized in 2021, to perform engineering analysis and modeling to assess the current level of service for flood control, to assess the stormwater management system needs, to develop a flood mitigation plan, and to map the 100-year floodplain;

WHEREAS, the Study's stormwater models demonstrated a deficient level of service that would lead to flooding in the area during heavy rain, prompting recommendations for certain improvements to provide adequate conveyance for the 10-year and 25-year storm events;

WHEREAS, the Midway Community within the basin is largely served by roadside ditches and storm sewers that drain to the Childers Ditch—which runs east from Dixie Avenue to an outfall pond near the corner of Jitway Avenue and Washington Street—and many yards exist lower than the roadside drainage infrastructure, thus preventing yards from properly draining to outfalls and resulting in persistent standing water during the wet season;

WHEREAS, one the Midway Basin Study recommendations proposed constructing improvements and upgrades to both the open channel and piped portions of the Childers Ditch to improve conveyance capacity, as well as expanding current drainage infrastructure and outfitting proposed storm sewer improvements with yard drain hookups;

WHEREAS, the existing right-of-way for the Childers Ditch and Midway Community is inadequate for proper flooding control and drainage;

WHEREAS, the purpose of the Midway Drainage Improvement Project is to alleviate flooding in the community and along the roadways for 10-year and 25-year storm events;

WHEREAS, the property described in this Resolution is being acquired for use as right-of-way for the Midway Drainage Improvement Project to improve drainage and alleviate flooding in the Midway Basin by constructing the improvements recommended in the Midway Basin Study, which includes replacing and expanding the existing roadway drainage infrastructure, outfitting the proposed storm sewer improvements with yard drain hookups, installing steeper side slopes and sand-cement rip-rap ditch lining as well as upgrades to the piped portions of the Childers Ditch, and adding curbs and gutters, storm drain inlets and storm sewer pipe to route runoff to a new retention ponds;

WHEREAS, acquiring non-exclusive, perpetual, and permanent easements and rights-of-way for drainage purposes—whose terms are included in the attached Exhibit "A"—over, under, upon, and through the lands described in Composite Exhibit "B" attached to this Resolution is

reasonably necessary to construct and install those improvements, rights-of-way, drainage facilities, and related facilities for the use of the general public;

WHEREAS, Seminole County has caused the area of construction to be located and surveyed and has caused right-of-way maps for the sections of the Midway Community as described above to be prepared, based upon and incorporating survey and location data; and

WHEREAS, Seminole County has evaluated all of the following in determining the specific property to be acquired for the project: (1) availability of an alternatives; (2) costs of the project; (3) environmental factors; (4) long-range planning; and (5) safety considerations;

WHEREAS, descriptions of the properties needed for the acquisition of right-of-way and improvement of its drainage system and other appurtenant systems have been prepared based upon the Midway Basin Study, the survey and location data described above, and the right-of-way map;

WHEREAS, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary parcels of real property at prices that are both fair to property owners and prudent in terms of spending the tax revenues and other public funds which fund the transportation, drainage, and other projects of the County; and

WHEREAS, the Board of County Commissioners of Seminole County hereby determines that the actions taken in this Resolution are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan.

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

Section 1. The above recitals are adopted as findings and incorporated into the text of this Resolution.

Section 2. It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County and the traveling public to improve the road and appurtenant drainage facilities on or relating to the Midway Basin in order to provide for flood control and improved drainage, enhance public transportation within Seminole County, and to increase the safety of property, persons, and travel in the community.

Section 3. The acquisition of drainage easements, as described in Exhibit "A," over, under, and upon the properties described in Composite Exhibit "B" attached to this Resolution, consisting of 56 pages, is found to be necessary for the improvements to the extent of the estate or interest set forth as a part of each parcel's description. The Board of County Commissioners of Seminole County hereby finds and determines that the acquisition of these parcels serves a County and public purpose.

Section 4. Approval of this Resolution confers upon the County Attorney's Office or its designee the authority to negotiate in good faith with the owners of the parcels, and to make all necessary binding offers, as determined through written authorization by the Public Works Department Director consistent with the authority granted by the Board of County Commissioners, to the owners prior to the institution of condemnation proceedings, and, if necessary, to file condemnation proceedings to exercise the power of eminent domain.

Section 5. The estates or interests or easements sought to be condemned by these proceedings designated as Parcels 1-817, 1-820, 1-856, 2-806, 2-807, 2-808, 2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817, 2-819, 2-843, 2-844, and 2-845 are to be acquired for flood control and drainage improvement and related purposes, all being associated with stormwater management improvements for the Midway Drainage Improvement Project, which is absolute complete ownership of all rights provided in the easements described in Exhibit "A" in perpetuity, without limitation or restriction, unqualified ownership and power of disposition.

Section 6. The County Engineer or his designee is hereby delegated the authority to amend the construction plans for the Midway Drainage Improvement Project and is authorized to bind the County to construct the project in accordance with the construction plans as amended from time to time. This authority encompasses any change considered necessary in the discretion of the County Engineer or his designee, with the exception of changes in the typical section or alignment approved by the Board of County Commissioners of Seminole County.

Section 7. If efforts to negotiate the acquisition of the parcels are unsuccessful, the County Attorney's Office and its outside counsel for eminent domain are hereby authorized and directed to institute a suit or suits in the name of Seminole County and fully exercise Seminole County's power of eminent domain for the purpose of acquiring drainage easements over, under, and upon the parcels described in Composite Exhibit "B" attached to this Resolution to the extent of the estate or interest set forth as a part of each parcel's description and are further authorized and directed to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. The County Attorney's Office and its outside counsel for eminent domain are specifically authorized to sign and file a Declaration of Taking so that Seminole County may avail itself of the provisions of Chapters 73 and 74, Florida Statutes (2024). The County Attorney's Office and its outside counsel for eminent domain are further authorized to accomplish the acquisition of each parcel by settlement and compromise at such terms that they may deem advisable under the circumstances of the litigation in those instances where such settlement and compromises can be effected in accordance with the terms, conditions, and limitations as established from time to time by the Board of County Commissioners of Seminole County. The County Attorney's Office and its outside counsel for eminent domain are authorized and directed to utilize and assert any and all constitutional and statutory authority of Seminole County and the Board of County Commissioners of Seminole County relative to the acquisition of the subject parcels including, but not limited to, the provisions of Chapters 73, 74, 127 and 332, Florida Statutes (2024), as these statutes may be amended

from time to time, as well as the provisions of the Florida Transportation Code referred to in the recitals to this Resolution.

Section 8. Prior to the institution of any suits, the County Attorney's Office or its designee is authorized to negotiate for the purchase and sale of any of the easements over, under, and upon the properties described in Composite Exhibit "B" at a value consistent with the authority granted by the Board of County Commissioners of Seminole County and to bring back for execution by the Chairman or, in his absence, the Vice Chairman, without further Board action, the Agreement to consummate the sale to Seminole County.

Section 9. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
JAY ZEMBOWER, Chairman

Attachments:
Exhibit "A" – Drainage Easement Term Sheet
Composite Exhibit "B" – Sketches of Description

Authority: Chapter 73, Florida Statutes (2024)
Chapter 74, Florida Statutes (2024)
Chapter 125, Florida Statutes (2024)
Chapter 127, Florida Statutes (2024)
Chapter 332, Florida Statutes (2024)
Section 334.01, Florida Statutes (2024)
Section 338.021, Florida Statutes (2024)
Section 338.161, Florida Statutes (2024)
Section 338.241, Florida Statutes (2024)

CRS/ysl
3/12/2025

Exhibit A

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this ____ day of _____, by and between _____, whose address is _____, in this instrument referred to as "GRANTOR," and 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, FL 32771, in this instrument referred to as "GRANTEE."

W I T N E S S E T H

FOR AND IN CONSIDERATION OF the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and GRANTEE's assigns, a non-exclusive, perpetual, and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct, and maintain, as GRANTEE and GRANTEE's assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation, or disposal areas or any combination of these items, together with appurtenant drainage structures, over, under, upon, and through the following described lands situated in the County of Seminole, State of Florida,

See attached Exhibit "A" for legal description and sketch (the "Easement Property")

Parent Parcel Identification No.: _____

TO HAVE AND TO HOLD this easement and right-of-way unto GRANTEE and GRANTEE's assigns forever.

GRANTEE and GRANTEE'S assigns have the right to clear, keep clear, and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation, or maintenance of the drainage path and system, or any structures installed on the Easement Property by GRANTEE and GRANTEE's assigns. GRANTOR and GRANTOR's successors and assigns shall not build, construct, or create, or permit others to build, construct, or create any buildings or other structures on the Easement Property that may interfere with the location, excavation, operation, or maintenance of the drainage path and system, or any structures installed in the Easement Property.

GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized and possessed of the Easement Property, that GRANTOR has a good and lawful right to convey this easement, and that it is free from all encumbrances.

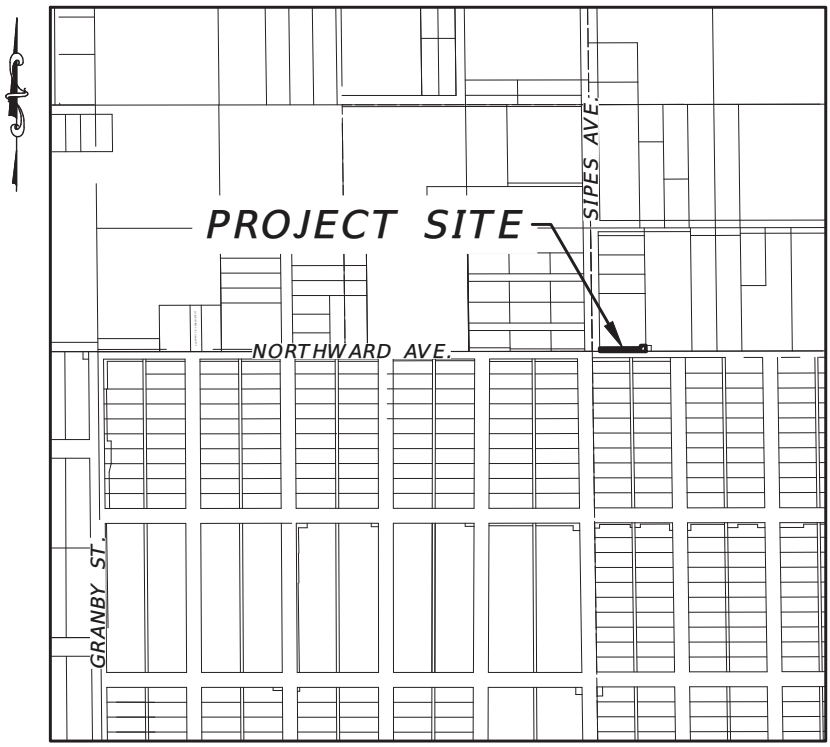
IN WITNESS WHEREOF, GRANTOR has set GRANTOR's hand and seal, the day and first above written.

Exhibit B

SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-300-0920-0000
EASEMENT NO./SEARCH NO. - 817/04226

Parcel 1-817



LEGEND:

AE	ACCESS EASEMENT
AVE.	AVENUE
CB	CHORD BEARING
CD	CHORD DISTANCE
DE	DRAINAGE EASEMENT
F	FIELD
INT.	INTERSECTION
L	LENGTH
L1	LINE #1
M	MEASURED
M.O.	MONUMENTED & OCCUPIED
NR	NON-RADIAL
NT	NON-TANGENT CURVE
ORB	OFFICIAL RECORDS BOOK
O.R.	OFFICIAL RECORDS BOOK
PG	PAGE
PB	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
POC	POINT ON CURVE
PI	POINT OF INTERSECTION
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
(R)	RADIAL LOT LINE
R	RADIUS
RP	RADIUS POINT
RW	RIGHT OF WAY
R/W	RIGHT OF WAY
COR.	CORNER
SEC.	SECTION
DR.	DRIVE
ST.	STREET
N	NORTH
S	SOUTH
E	EAST
W	WEST
~	DELTA (CENTRAL ANGLE)

NOTES:

1. This is not a survey.
2. Underground utilities, and/or improvements have not been located.
3. Surveyor has not abstracted the lands shown hereon and they may be subject to easements or restrictions of record, if any.
4. The scale of these maps may have been altered by reproduction and/or electronic file conversion.
5. This Sketch and Description is not complete without all sheets listed in the SHEET INDEX below.

SHEET INDEX

Sheet 1: Location Map, Legend, Notes, and Certification
Sheet 2: Legal Description
Sheet 3: Sketch

ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Jack V Carper

Digitally signed by Jack V Carper
DN: C=US, O=Florida, dnQualifier=A01410D0000018709DAC3690004A09F, CN=Jack V Carper
Reason: I am the author of this document
Location:
Date: 2023.09.25 13:17:49 -04'00'
Foxit PDF Editor Version: 12.1.3

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

Date:	4/7/23
Scale:	1:500
Job No.:	100080164
F.B.:	N/A
Drawn By:	VS & DB
Ckd. By:	JVC
Sheet:	1 of 3

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SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-300-0920-0000
EASEMENT NO./SEARCH NO. - 817/04226

LEGAL DESCRIPTION

THAT PART OF:

BEGINNING AT A POINT 20 FEET EAST OF THE SOUTHWEST CORNER OF THE NW 1/4 OF SW 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 155 FEET, THENCE EAST 123.5 FEET, THENCE SOUTH 155 FEET, THENCE WEST 123.5 FEET TO THE POINT OF BEGINNING.

Being those certain Lands as described in Official Records Book 3310, Page 1014 of the Public Records of Seminole County, Florida

Lying within following metes and bounds description:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 19 South, Range 31 East, said corner being along the Westerly projection of the North line of the right-of-way for Northward Avenue;

Thence N 89°53'12" E along said North line for 20.00 feet to a point along the East line of the right-of-way for Sipes Avenue, said point being the Point of Beginning;

Thence N 0°47'29" W along said East line for 9.00 feet; thence departing said East line, run thence N 89°53'12" E for 109.50 feet; thence N 0°47'29" W for 6.50 feet; thence N 89°53'12" E for 14.00 feet; thence S 0°47'29" E for 15.50 feet to a point along the aforesaid North line of the right-of-way for Northward Avenue; thence S 89°53'12" W along said North line, for 123.50 feet the Point of Beginning.

Containing 1,202 Square feet more or less

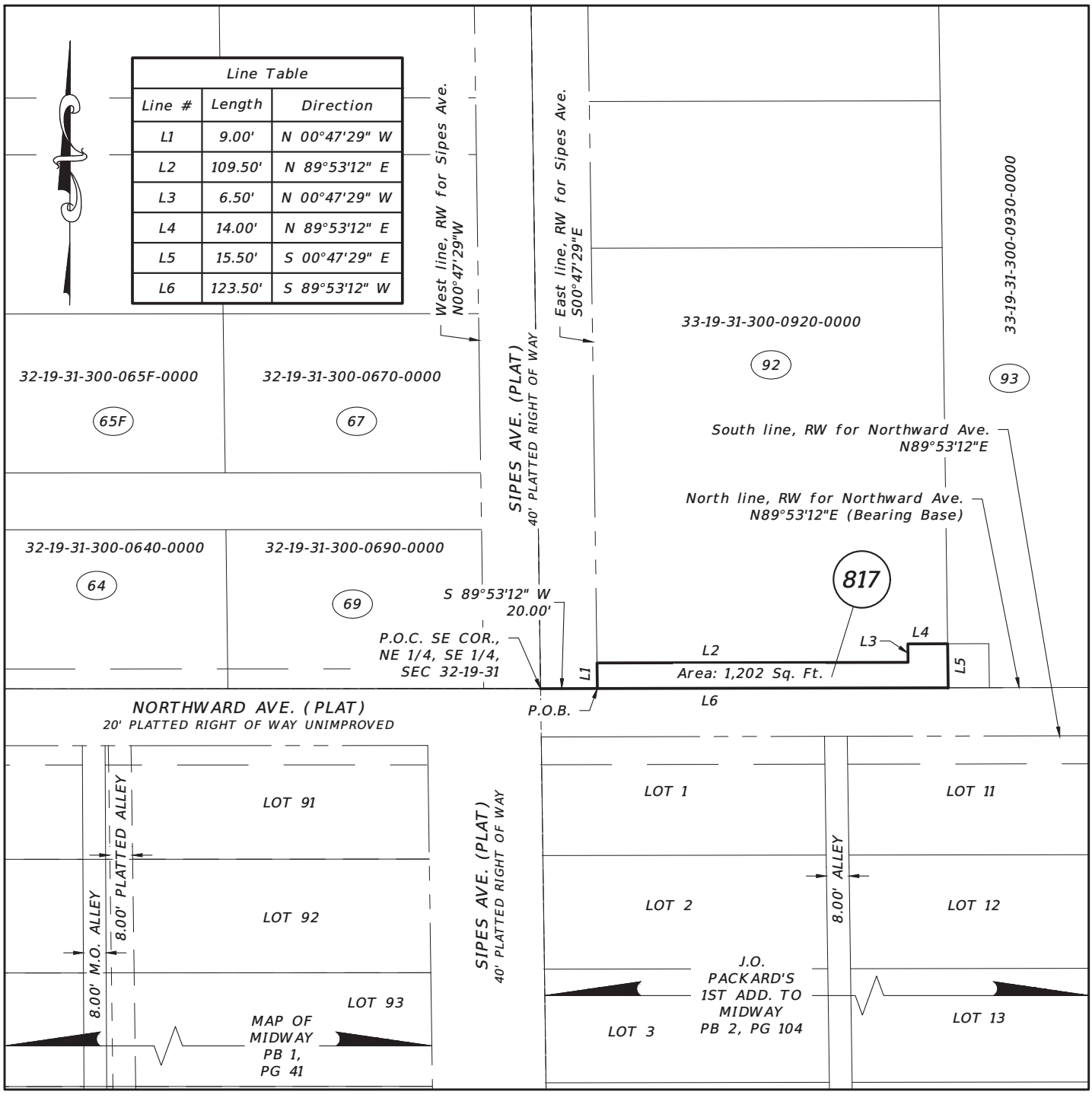
ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date: 4/7/23
Scale:
Job No.: 100080164
F.B.: N/A
Drawn By: VS & DB
Ckd. By: JVC
Sheet: 2 of 3

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SKETCH OF DESCRIPTION

SEMINOLE COUNTY
MIDWAY DRAINAGE IMPROVEMENT PROJECT
PARENT PARCEL NO. - 32-19-31-300-0920-0000
EASEMENT NO./SEARCH NO. - 817/04226



0 50 100 Feet

Notes:
This is not a survey.
Bearings are assumed and base upon the North Line of the Right-of-way for Northward Ave. N89°53'12"E.

ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24

Date:	4/7/23
Scale:	1:50
Job No.:	100080164
F.B.:	N/A
Drawn By:	VS & DB
Ckd. By:	JVC
Sheet:	3 of 3

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Parcel 1-820

EXHIBIT___

Legal Description

That portion of Lots 3 and 4 of the plat of Midway as recorded in Plat Book 1, pages 41 through 38, of the public records of Seminole County, Florida, being in Section 32 Township 19 South, Range 31 East, Florida being further described as follows:

Commencing at the Northwest corner of said Lot 3; thence along the north line of said Lot 3, S.89°58'06"W., a distance of 17.95 feet and the Point of Beginning; thence S.00°48'14"E., a distance of 80.01 feet to the south line of said Lot 4; thence along the south line of said Lot 4, S.89°58'06"W., a distance of 7.37 feet to the occupied and monumented west line of said Lot 4; Thence along said monumented west line of Lot 4, N.00°34'40"W., a distance of 80.00 feet to the North line of said Lot 3, thence along said north line N.89°58'06"E., a distance of 7.06 feet to the Point of Beginning

Said parcel containing 577.07 square feet more or less.

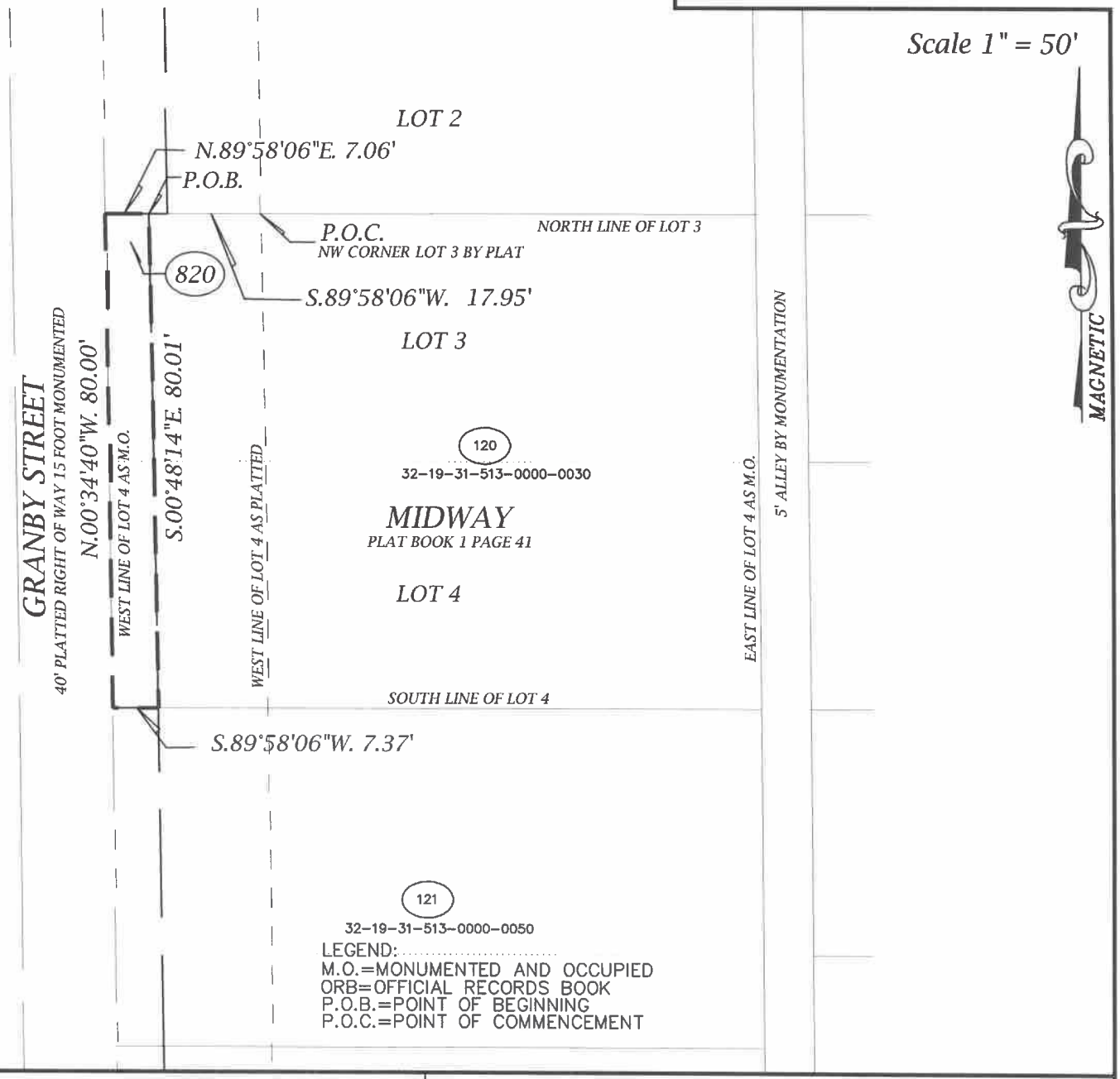
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P-820, 32-19-31-513-0000-0030

Parcel 1-820

SKETCH OF DESCRIPTION



\\semcty.net\PW\SHARED\Survey\R Phillips\Midway Drainage\basebp1.dwg

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: _____

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89°58'06"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

FIELD DATE:	n/a	SCALE:	1"=50'
DATE:	02/27/2023	DRAWN BY:	RFP
FILE NAME:	MIDWAY DRAINAGE	CHECKED BY:	RP

Parcel 1-856

EXHIBIT___

Legal Description

That portion of Lot 11 of the plat of J.O. Packard's 1st Add. To Midway, as recorded in Plat Book 2, page 104 of the Public Records of Seminole County, Florida, being in Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Beginning at the northwest corner of said Lot 11, thence along the north line of said Lot 11, N.89°56'12"E., a distance of 26.33 feet thence, S.00°46'12"E., a distance of 13.00 feet; thence S.89°54'05"W., a distance of 26.02 feet to the west line of said Lot 11; thence along said west line N.00°48'14"W., a distance of 13.00 feet to the Point of Beginning.

Said parcel contains 338 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

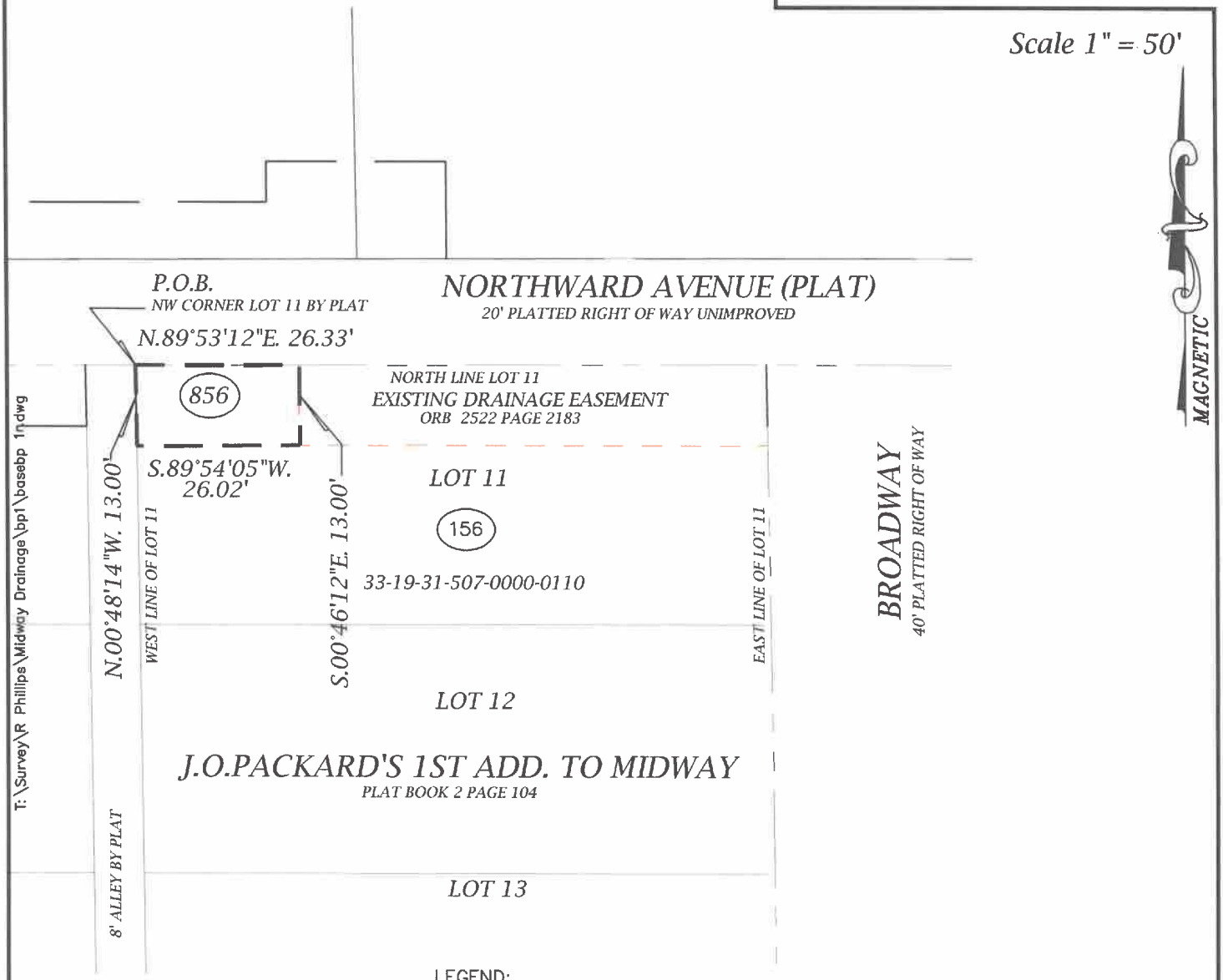
Sheet 1 of 2

Revised 3/5/2024 3/13/2024

P 856 33-19-31-507-0000-0110

SKETCH OF DESCRIPTION

Scale 1" = 50'



REVISED 3/13/2024
REVISED 3/5/2024

LEGEND:
M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

BY: _____

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF MIDWAY AS RECORDED IN PLAT BOOK 1 PAGE 41, WHICH IS ASSUMED TO BEAR N.89°58'06"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

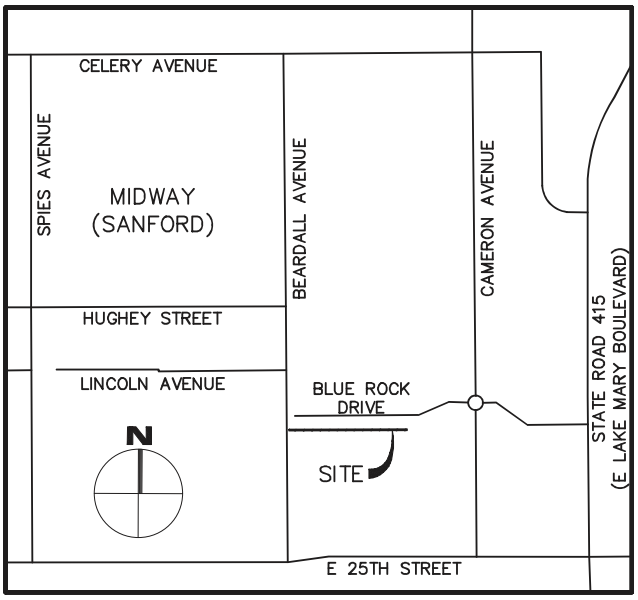
FIELD DATE: n/a	SCALE: 1"=50'
DATE: 03/17/2023	DRAWN BY: RFP
JOB NAME: MIDWAY DRAINAGE	CHECKED BY: RP

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-517-0A00-0000
EASEMENT NO. 806
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-806

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0A00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/09/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:52:15 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
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WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-517-0A00-0000
EASEMENT NO. 806

A PORTION OF TRACT A, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF AFOREMENTIONED TRACT A; THENCE RUN NORTH 00°21'29" WEST ALONG THE WEST LINE OF SAID TRACT A, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF NORTH BEARDALL AVENUE, A DISTANCE OF 10.22 FEET TO A POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF NORTH BEARDALL AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 370 OF AFORESAID RIVERBEND AT CAMERON HEIGHTS PHASE 3; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 370 AND THE SOUTH LINE OF LOTS 370 THROUGH 399 NORTH 89°50'05" EAST, A DISTANCE OF 1238.23 FEET TO THE SOUTHEAST CORNER OF LOT 399, ALSO BEING A POINT ON THE WEST LINE OF TRACT F OF AFORESAID RIVERBEND AT CAMERON HEIGHTS PHASE 3; THENCE SOUTH 00°09'55" EAST ALONG THE WEST LINE OF AFORESAID TRACT F, A DISTANCE OF 10.05 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F AND THE SOUTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 89°49'37" WEST ALONG THE SOUTHERN LINE OF SAID TRACT A, A DISTANCE OF 1238.20 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH BEARDALL AVENUE, AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.288 ACRES (12,548 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0A00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:52:31 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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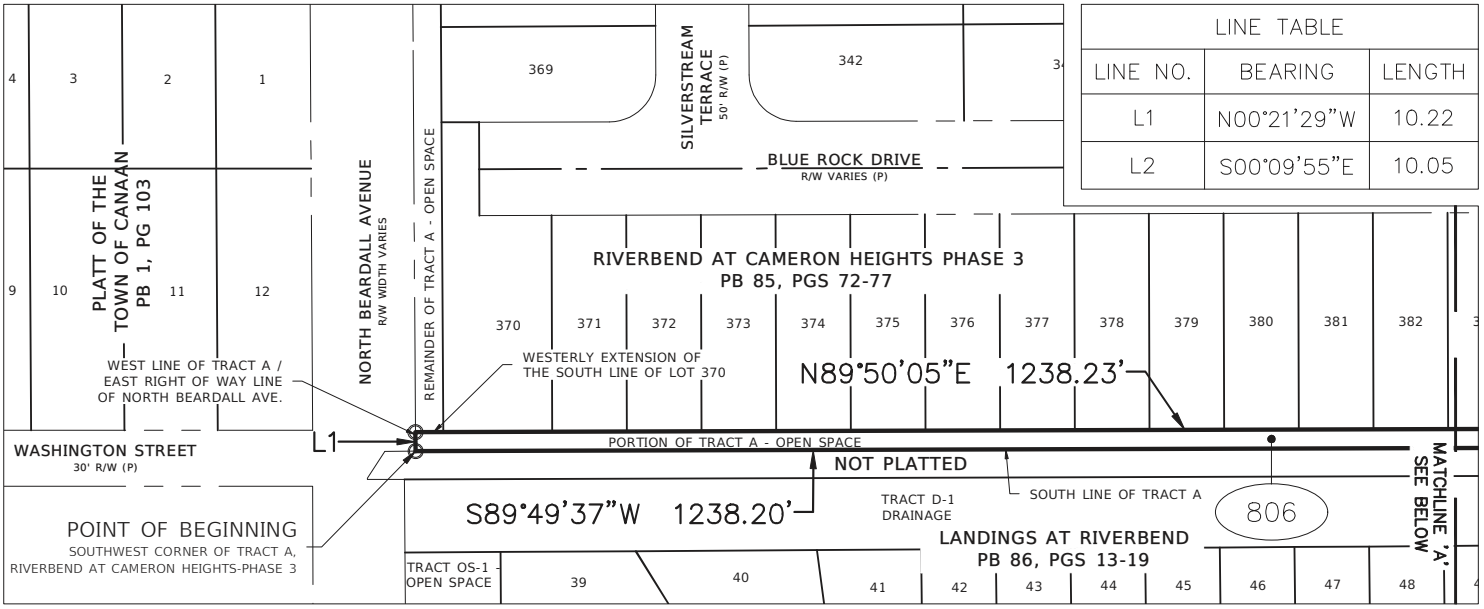
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SKETCH OF DESCRIPTION

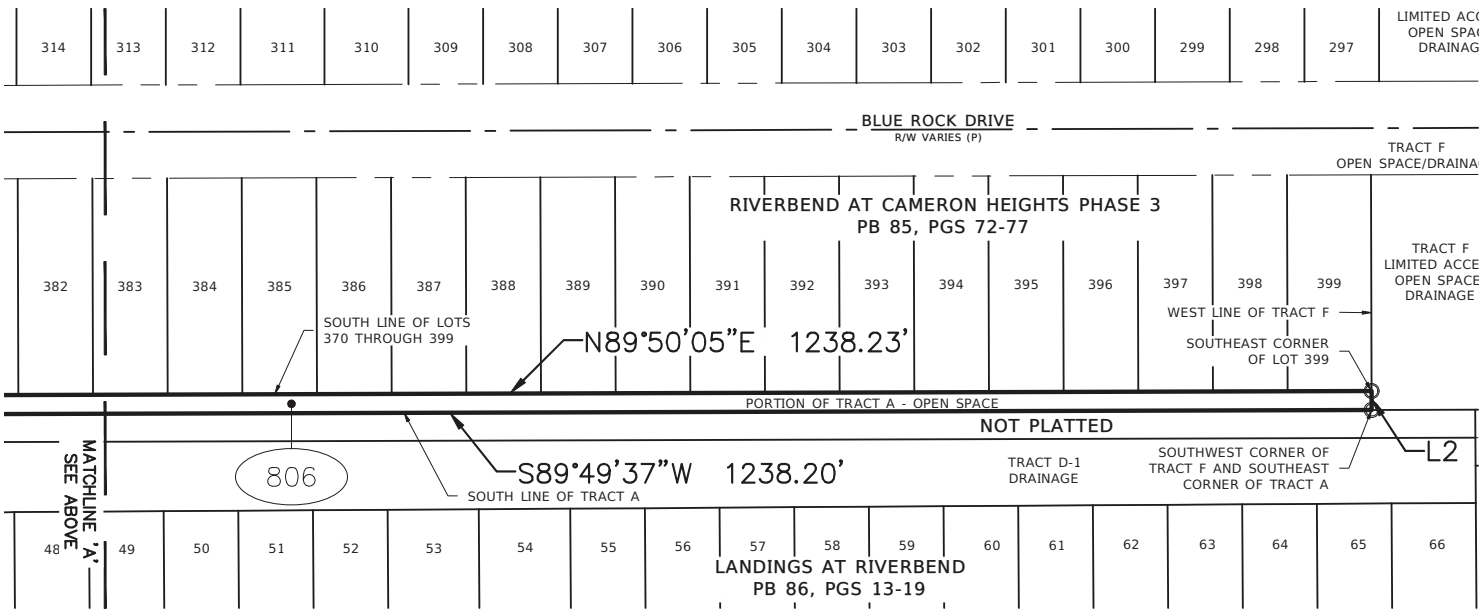
PARCEL ID NO. 33-19-31-517-0A00-0000
EASEMENT NO. 806

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°21'29"W	10.22
L2	S00°09'55"E	10.05



CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0A00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:52:45 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

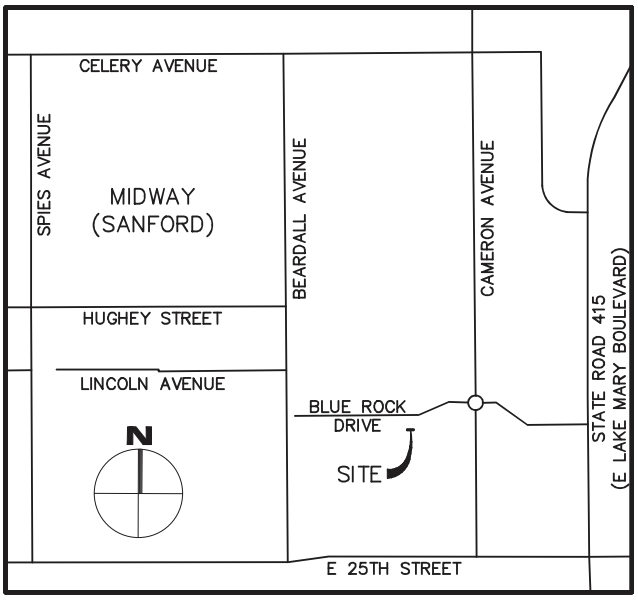
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-517-0F00-0000
EASEMENT NO. 807
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-807

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
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PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0F00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:50:18 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-517-0F00-0000
EASEMENT NO. 807

A PORTION OF TRACT F, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT F; THENCE RUN SOUTH 89°49'37" WEST ALONG THE SOUTH LINE OF SAID TRACT F, A DISTANCE OF 71.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F ALSO BEING THE SOUTHEAST CORNER OF TRACT A OF AFORESAID RIVERBEND AT CAMERON HEIGHTS PHASE 3; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'55" WEST ALONG THE WEST LINE OF TRACT F AND EAST LINE OF SAID TRACT A, A DISTANCE OF 10.05 FEET TO THE NORTHEAST CORNER OF TRACT A; THENCE DEPARTING SAID WEST AND EAST LINE, RUN NORTH 89°50'05" EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 71.32 FEET TO THE SOUTHWEST CORNER OF TRACT F, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33; THENCE DEPARTING SAID EASTERLY EXTENSION, RUN SOUTH 0°10'23" EAST ALONG THE EAST LINE OF AFORESAID TRACT F, RIVERBEND AT CAMERON HEIGHTS PHASE 3, A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.016 ACRES (716 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0F00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID

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Digitally signed
by Sherry Manor
Date: 2023.09.20
10:50:31 -04'00'

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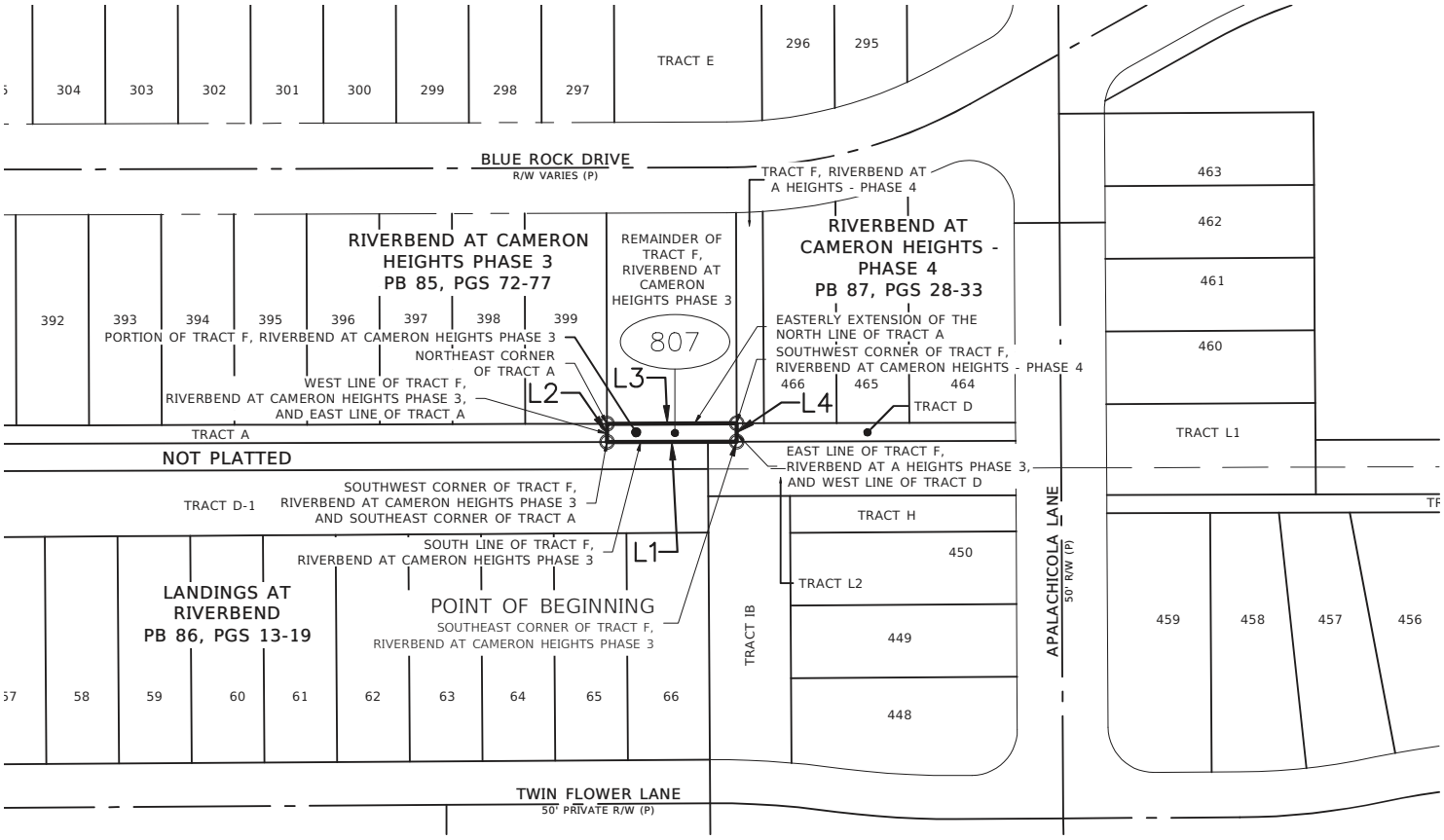
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SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-517-0F00-0000
EASEMENT NO. 807

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°49'37"W	71.32
L2	N00°09'55"W	10.05
L3	N89°50'05"E	71.32
L4	S00°10'23"E	10.04

CERTIFIED TO:

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MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0F00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
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SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

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0 100 200 Feet

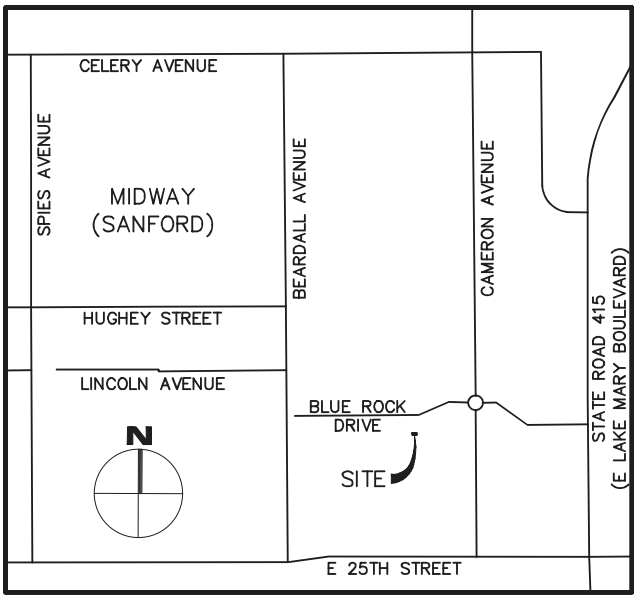
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SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0IB0-0000
EASEMENT NO. 808
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-808

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
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SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

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MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0IB0-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.23
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DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
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SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:49:30 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0IB0-0000
EASEMENT NO. 808

A PORTION OF TRACT IB, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF AFORESAID TRACT IB; THENCE RUN NORTH 89°49'37" EAST ALONG THE NORTH LINE OF SAID TRACT IB ALSO BEING THE SOUTH LINE OF TRACT L2 OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4, A DISTANCE OF 44.94 FEET TO THE NORTHEAST CORNER OF SAID TRACT IB ALSO BEING THE NORTHWEST CORNER OF TRACT H OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE DEPARTING SAID NORTH LINE OF TRACT IB, RUN SOUTH 00°22'20" EAST ALONG THE EAST LINE OF TRACT IB ALSO BEING THE WEST LINE OF SAID TRACT H, A DISTANCE OF 20.22 FEET TO THE SOUTHWEST CORNER OF SAID TRACT H; THENCE DEPARTING SAID WEST LINE OF TRACT H AND SAID EAST LINE OF TRACT IB, RUN NORTH 89°50'44" WEST, A DISTANCE OF 44.95 FEET TO THE NORTHEAST CORNER OF LOT 66 OF LANDINGS AT RIVERBEND AND SOUTHEAST CORNER OF TRACT D-1, LANDINGS AT RIVERBEND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 86, PAGES 13 THROUGH 19, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°21'16" WEST ALONG THE EAST LINE OF SAID TRACT D-1, SAID LINE ALSO BEING THE WEST LINE OF SAID TRACT IB, A DISTANCE OF 19.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.021 ACRES (903 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0IB0-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.23
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:49:42 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

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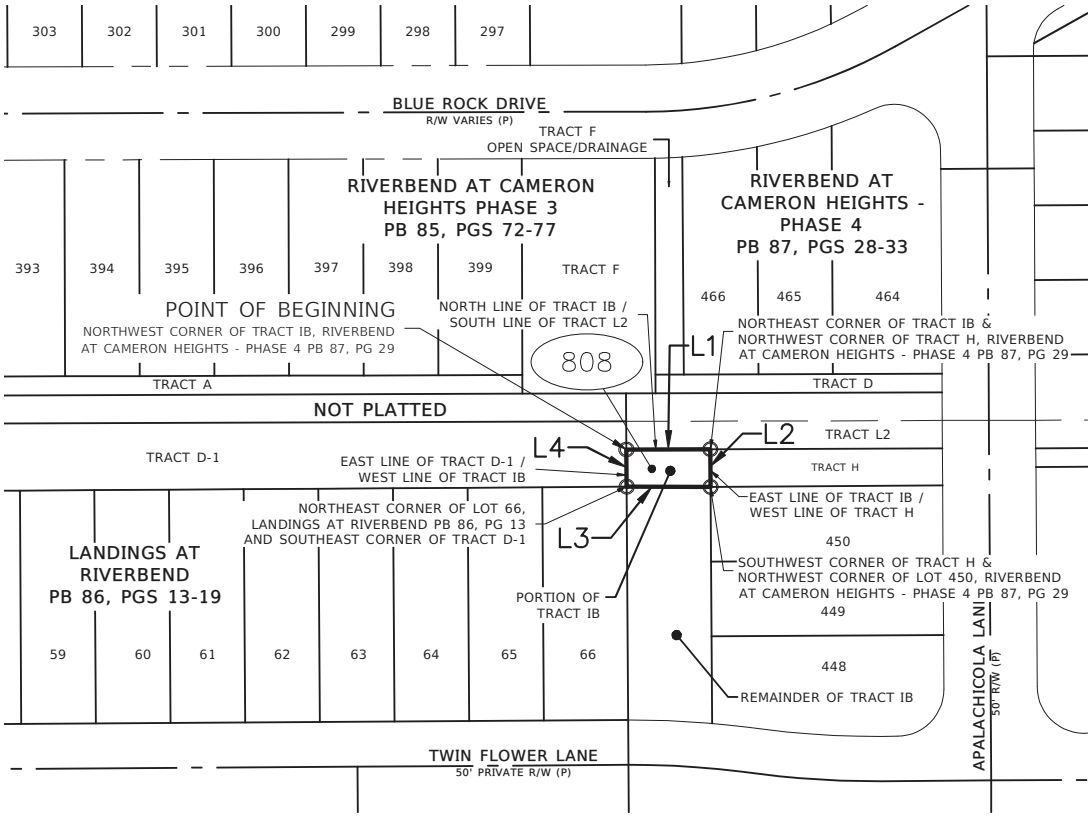
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0IB0-0000
EASEMENT NO. 808

SEE SHEET 2 FOR LEGAL DESCRIPTION

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°49'37"E	44.94
L2	S00°22'20"E	20.22
L3	N89°50'44"W	44.95
L4	N00°21'16"W	19.96

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0IB0-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.23
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:49:55 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

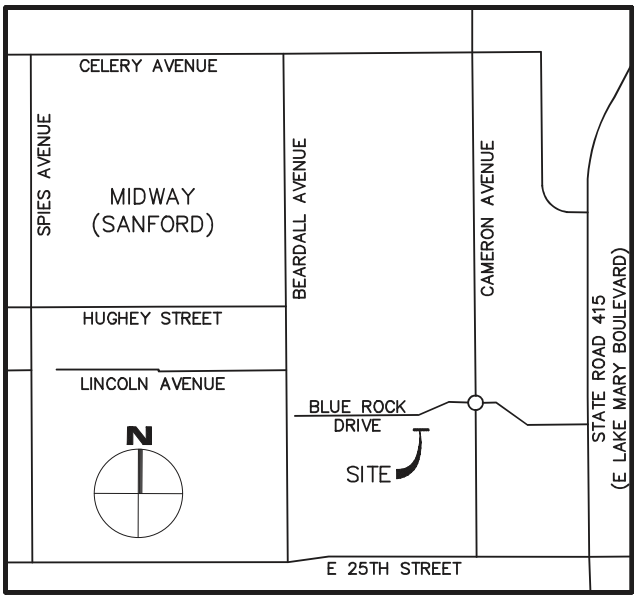
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0D00-0000
EASEMENT NO. 809
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-809

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0D00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:48:44 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0D00-0000
EASEMENT NO. 809

ALL OF TRACT D, RIVERBEND AT CAMERON HEIGHTS PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT D, RIVERBEND AT CAMERON HEIGHTS PHASE 4; THENCE RUN NORTH 00°10'23" WEST ALONG THE WEST LINE OF SAID TRACT D, A DISTANCE OF 10.04 FEET TO THE NORTHWEST CORNER OF AFORESAID TRACT D AND THE SOUTHWEST CORNER OF TRACT F, OF THE AFOREMENTIONED PLAT RIVERBEND AT CAMERON HEIGHTS PHASE 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°50'05" EAST ALONG THE NORTH LINE OF AFOREMENTIONED TRACT D, ALSO BEING THE SOUTH LINE OF TRACT F AND LOTS 466 THROUGH 464, RIVERBEND AT CAMERON HEIGHTS PHASE 4, A DISTANCE OF 153.45 FEET, TO THE NORTHEAST CORNER OF AFOREMENTIONED TRACT D ALSO THE SOUTHEAST CORNER OF LOT 464; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN SOUTH 00°20'33" EAST ALONG THE EAST LINE OF TRACT D AND WEST RIGHT OF WAY LINE OF APALACHICOLA LANE, A DISTANCE OF 10.02 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D, ALSO THE NORTHEAST CORNER OF TRACT L2 OF AFOREMENTIONED RIVERBEND AT CAMERON HEIGHTS PHASE 4; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT OF WAY RUN SOUTH 89°49'37" WEST ALONG THE SOUTH LINE OF TRACT D, ALSO BEING THE NORTH LINE OF SAID TRACT L2, A DISTANCE OF 153.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.035 ACRES (1,539 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0D00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/10/23	AAN	ADDED EASEMENT ID

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

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Date: 2023.09.20 10:48:56 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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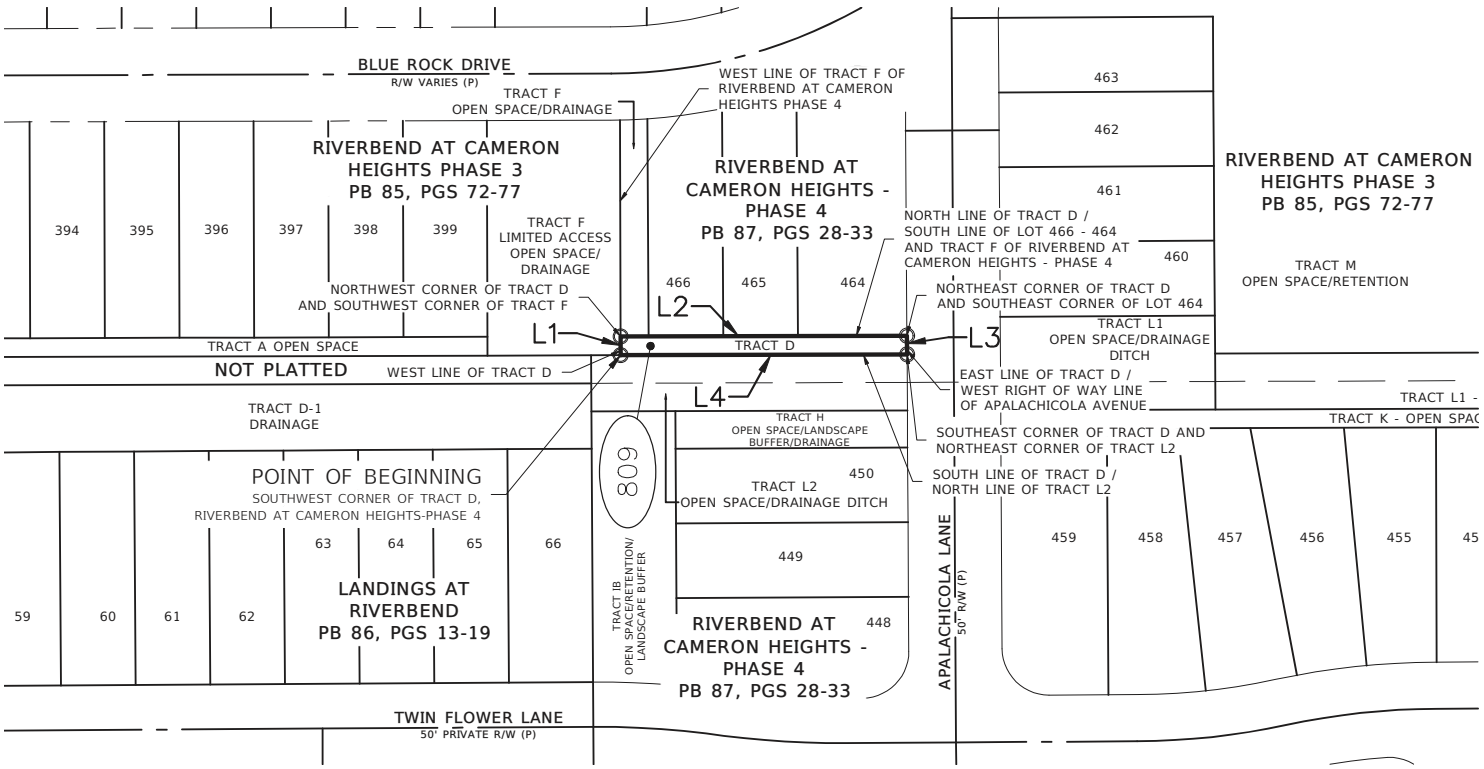
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SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0D00-0000
EASEMENT NO. 809

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°10'23"W	10.04
L2	N89°50'05"E	153.45
L3	S00°20'33"E	10.02
L4	S89°49'37"W	153.48

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0D00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	02/08/23	BS	SC COMMENTS
2	03/10/23	AAN	ADDED EASEMENT ID

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:49:09 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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0 100 200 Feet

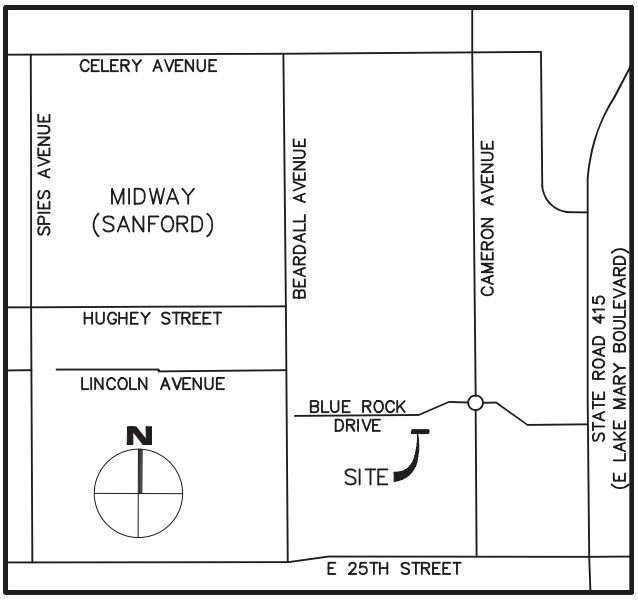
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L20-0000
EASEMENT NO. 810
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-810

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
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8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:47:56 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L20-0000
EASEMENT NO. 810

ALL OF TRACT L2, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT L2 ALSO BEING THE NORTHWEST CORNER OF TRACT IB, OF AFORESAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE RUN NORTH 00°21'16" WEST ALONG THE WEST LINE OF SAID TRACT L2, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF TRACT SAID L2 ALSO BEING A POINT ON THE SOUTH LINE OF TRACT F, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGE 72, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°49'37" EAST ALONG THE NORTH LINE OF TRACT L2 AND SOUTH LINE OF AFORESAID TRACT F AND SOUTH LINE OF TRACT D, OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4, A DISTANCE OF 169.32 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF APALACHICOLA LANE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT L2; THENCE DEPARTING THE NORTH LINE OF TRACT L2 RUN SOUTH 00°20'33" EAST ALONG THE WEST RIGHT OF WAY LINE OF APALACHICOLA LANE ALSO BEING THE EAST LINE OF TRACT L2, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT L2 AND NORTHEAST CORNER OF TRACT H OF SAID PLAT OF RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT OF WAY LINE RUN SOUTH 89°49'37" WEST ALONG THE SOUTH LINE OF TRACT L2 AND NORTH LINE OF TRACT H AND NORTH LINE OF TRACT IB OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4 PLAT, A DISTANCE OF 169.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT L2, ALSO BEING A POINT ON THE EAST LINE OF TRACT D-1, LANDINGS AT RIVERBEND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 86, PAGE 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING

SAID LANDS CONTAINING 0.117 ACRES (5,080 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:48:10 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

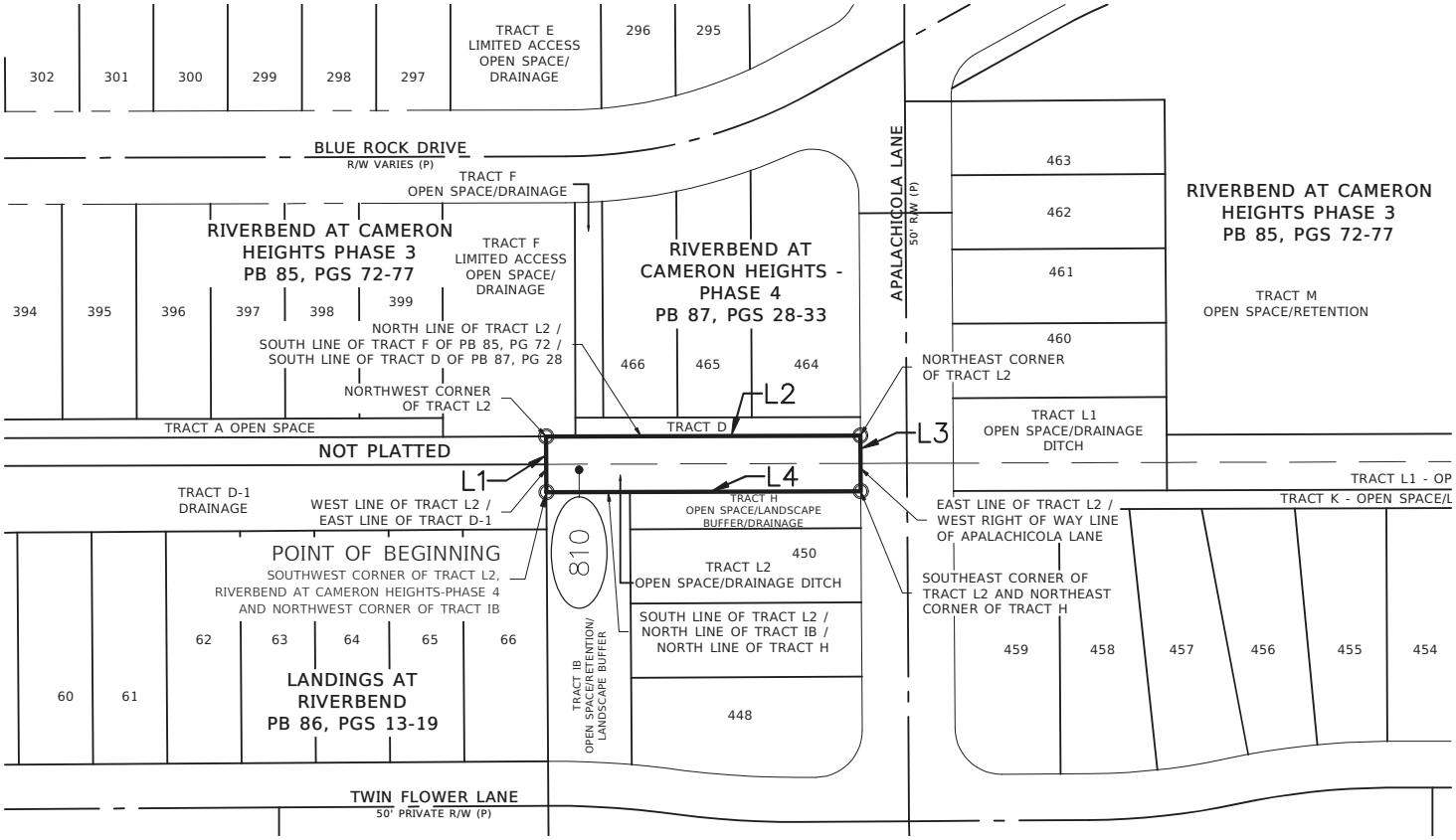
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Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L20-0000
EASEMENT NO. 810

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°21'16"W	30.00
L2	N89°49'37"E	169.32
L3	S00°20'33"E	30.00
L4	S89°49'37"W	169.32

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:48:23 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

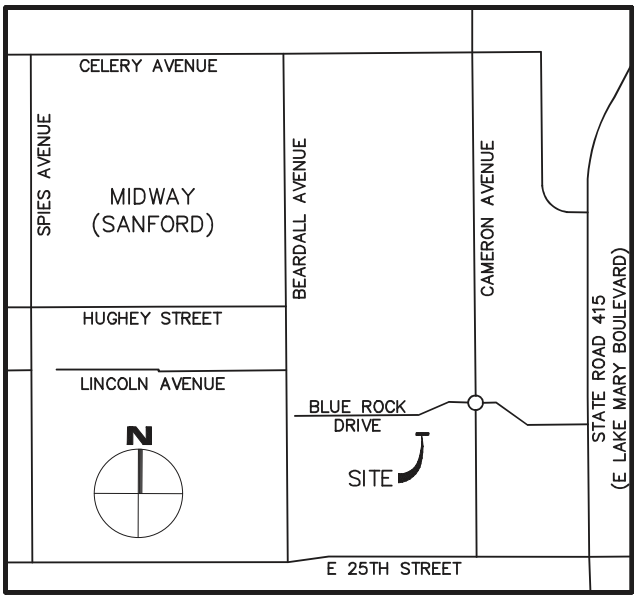
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SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0H00-0000
EASEMENT NO. 811
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-811

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0H00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:42:18 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0H00-0000
EASEMENT NO. 811

ALL OF TRACT H, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 450, ALSO BEING THE SOUTHEAST CORNER OF AFORESAID TRACT H; THENCE SOUTH 89°38'55" WEST ALONG THE NORTH LINE OF LOT 450, ALSO BEING THE SOUTH LINE OF TRACT H, A DISTANCE OF 124.36 FEET TO THE EAST LINE OF TRACT IB OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ALSO BEING THE WEST LINES OF TRACT H AND LOT 450; THENCE DEPARTING THE NORTH LINE OF LOT 450 AND SOUTH LINE OF TRACT H NORTH 0°22'20" WEST ALONG THE EAST LINE OF TRACT IB AND WEST LINE OF TRACT H, A DISTANCE OF 20.22 FEET TO THE NORTH LINE OF TRACT H AND OF TRACT IB, ALSO BEING THE SOUTH LINE OF TRACT L2 OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE DEPARTING SAID WEST LINE OF TRACT H NORTH 89°49'37" EAST ALONG THE NORTH LINE OF TRACT H AND SOUTH LINE OF TRACT L2, A DISTANCE OF 124.37 FEET TO THE WEST RIGHT OF WAY LINE OF APALACHICOLA LANE AND NORTHEAST CORNER OF TRACT H; THENCE DEPARTING THE NORTH LINE OF TRACT H AND SOUTH LINE OF TRACT L2 SOUTH 0°20'33" EAST ALONG THE WEST RIGHT OF WAY OF APALACHICOLA LANE, A DISTANCE OF 19.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.057 ACRES (2,491 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0H00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:42:32 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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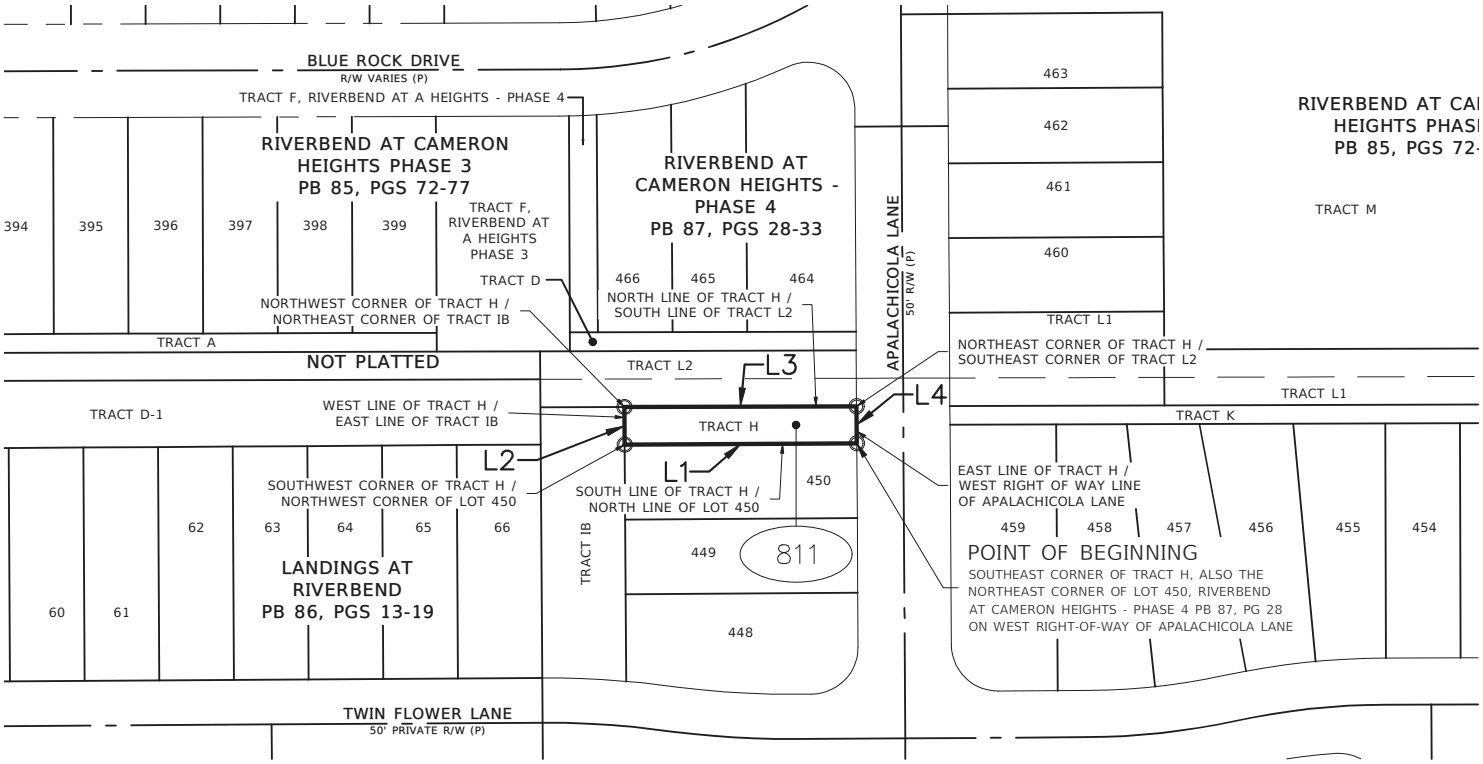
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0H00-0000
EASEMENT NO. 811

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°38'55"W	124.36
L2	N00°22'20"W	20.22
L3	N89°49'37"E	124.37
L4	S00°20'33"E	19.83

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0H00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:47:31 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

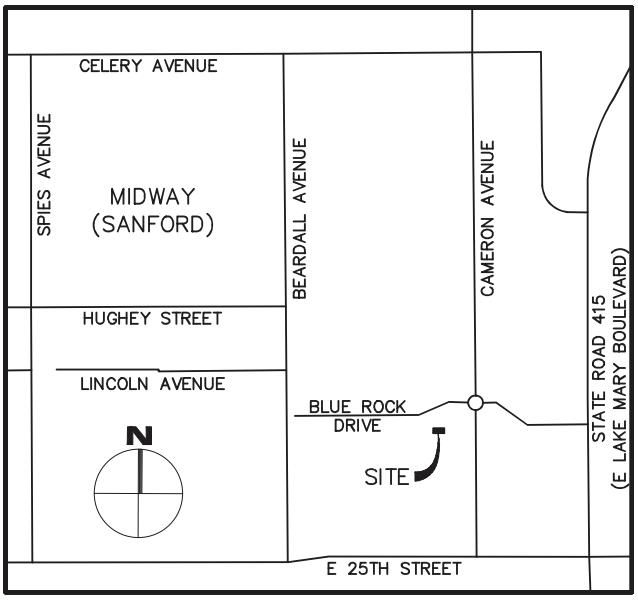
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WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L10-0000
EASEMENT NO. 812
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-812

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L10-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:40:08 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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L & S Diversified
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L10-0000
EASEMENT NO. 812

ALL OF TRACT L1, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE AFORESAID TRACT L1; THENCE RUN NORTH 0°20'33" WEST ALONG THE EAST RIGHT OF WAY LINE OF APALACHICOLA LANE AND THE WEST LINE OF TRACT L1, A DISTANCE OF 50.00 FEET; THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF APALACHICOLA LANE NORTH 89°38'51" EAST ALONG THE NORTH LINE OF TRACT L1 AND SOUTH LINE OF LOT 460 OF SAID RIVERBEND AT CAMERON HEIGHTS – PHASE 4, A DISTANCE OF 114.98 FEET TO THE NORTHEAST CORNER OF TRACT L1 AND SOUTHWEST CORNER OF LOT 460; THENCE SOUTH 0°20'50" EAST ALONG THE WEST LINE OF TRACT M, RIVERBEND AT CAMERON HEIGHTS PHASE 3 AND THE EAST LINE OF AFOREMENTIONED TRACT L1, A DISTANCE OF 50.36 FEET TO THE SOUTHEAST CORNER OF TRACT L1 AND SOUTHWEST CORNER OF TRACT K, RIVERBEND AT CAMERON HEIGHTS PHASE 3; THENCE SOUTH 89°49'37" WEST ALONG THE SOUTH LINE OF TRACT L1 AND NORTH LINE OF SAID TRACT K, A DISTANCE OF 114.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.132 ACRES (5,770 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L10-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:40:23 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

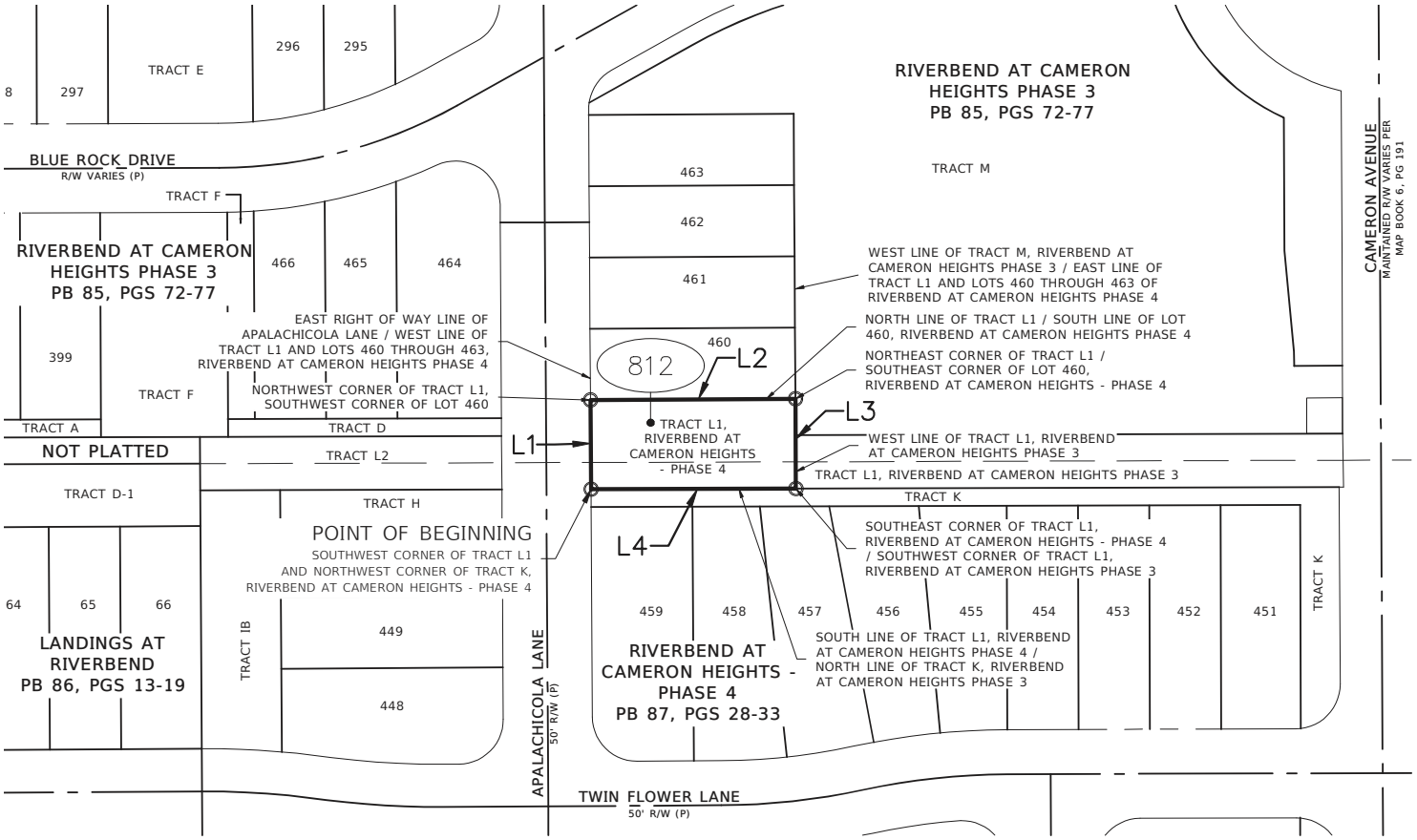
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Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0L10-0000
EASEMENT NO. 812

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°20'33"W	50.00
L2	N89°38'51"E	114.98
L3	S00°20'50"E	50.36
L4	S89°49'37"W	114.98

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0L10-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	B.SHINHOLSER	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:40:39 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

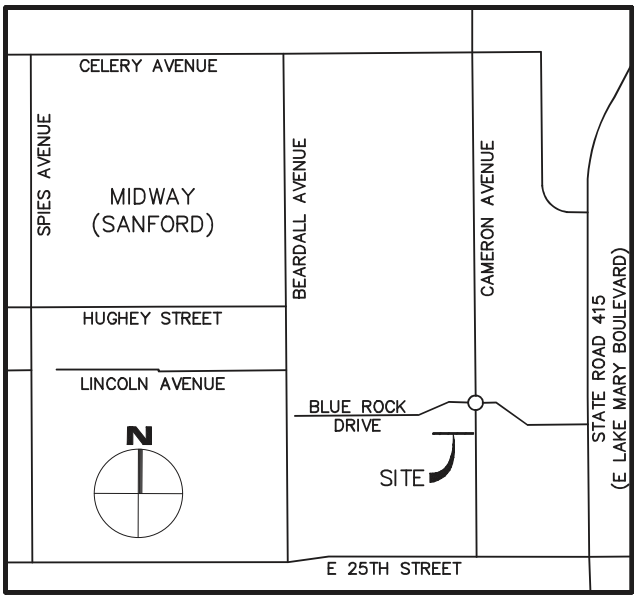
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0K00-0000
EASEMENT NO. 813
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-813

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O = CHANGE IN DIRECTION
(###) = EASEMENT ID
E = EAST/EASTING
L# = LINE TAG
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
N = NORTH/NORTHING
PB = PLAT BOOK
PG(S) = PAGE(S)
R/W = RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 – KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 – LEGAL DESCRIPTION
SHEET 3 OF 3 – SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0K00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION
3	08/29/23	AAN	UPDATED DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:39:21 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

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WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0K00-0000
EASEMENT NO. 813

A PORTION OF TRACT K, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT K, RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE RUN NORTH 89°49'37" EAST ALONG THE NORTH LINE OF SAID TRACT K, SAID LINE ALSO BEING THE SOUTH LINE OF TRACT L1, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, AND THE SOUTH LINE OF TRACT L1, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 419.69 FEET TO THE NORTHEAST CORNER OF SAID TRACT K; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH LINE, RUN SOUTH 00°20'33" EAST ALONG THE EAST LINE OF SAID TRACT K, SAID LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF CAMERON AVENUE, AS SHOWN ON THE PLAT OF RIVERBEND AT CAMERON HEIGHTS – PHASE 4, A DISTANCE OF 14.93 FEET; THENCE DEPARTING SAID EAST LINE AND SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°49'37" WEST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 00°20'33" WEST, A DISTANCE OF 4.93 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 451 THROUGH 459, RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE RUN SOUTH 89°49'37" WEST ALONG SAID EASTERLY EXTENSION, AND ALONG SAID NORTH LINE, A DISTANCE OF 401.69 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF APALACHICOLA LANE, AS SHOWN ON SAID PLAT OF RIVERBEND AT CAMERON HEIGHTS – PHASE 4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT K AND THE NORTHWEST CORNER OF LOT 459; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°20'33" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.098 ACRES (4,286 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0K00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION
3	08/29/23	AAN	UPDATED DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:39:36 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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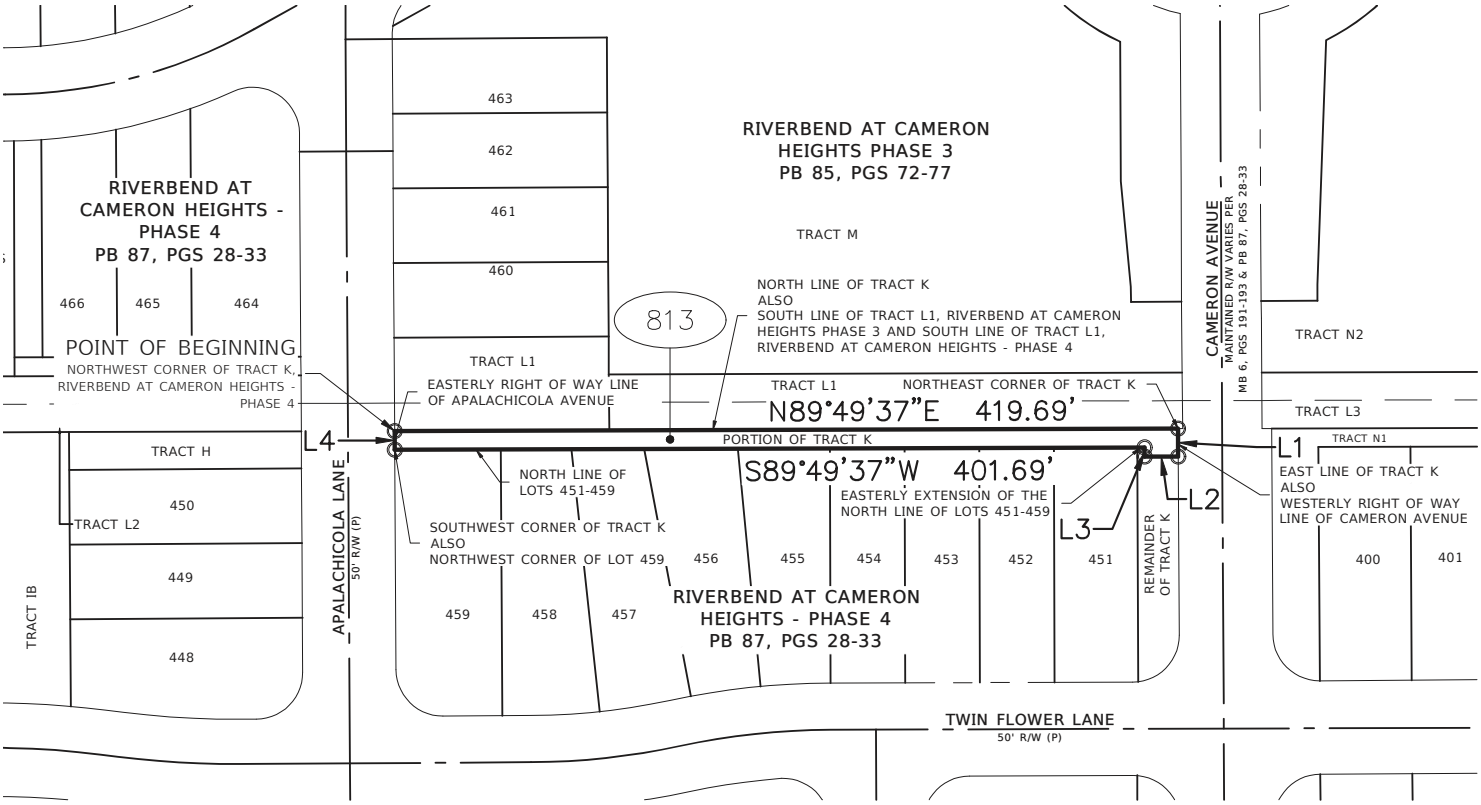
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0K00-0000
EASEMENT NO. 813

SEE SHEET 2 FOR LEGAL DESCRIPTION

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00°20'33"E	14.93
L2	S89°49'37"W	18.00
L3	N00°20'33"W	4.93
L4	N00°20'33"W	10.00

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0K00-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION
3	08/29/23	AAN	UPDATED DESCRIPTION

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Digitally signed by Sherry Manor
Date: 2023.09.20 10:39:50 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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0 100 200 Feet

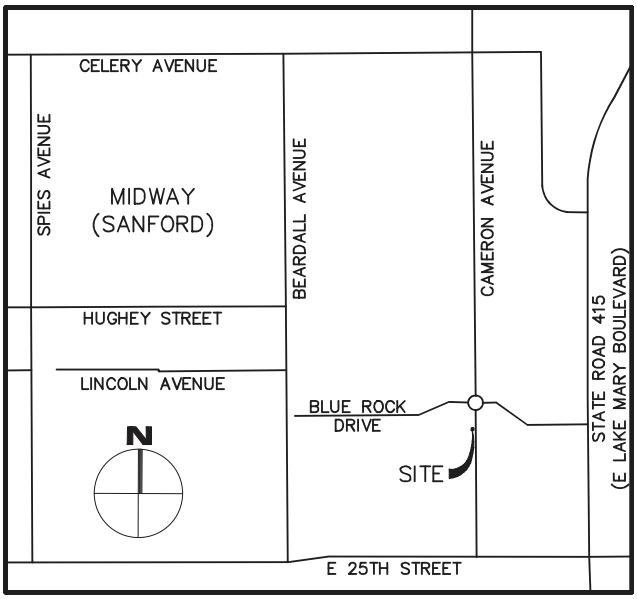
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-517-0M00-0000
EASEMENT NO. 814
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-814

VICINITY MAP: NOT TO SCALE



SYMBOLS & ABBREVIATION LEGEND:

O = CHANGE IN DIRECTION

(###) = EASEMENT ID

E = EAST/EASTING

L# = LINE TAG

LB = LICENSED BUSINESS

LS = LICENSED SURVEYOR

N = NORTH/NORTHING

PB = PLAT BOOK

PG(S) = PAGE(S)

R/W = RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0M00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:38:22 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-517-0M00-0000
EASEMENT NO. 814

A PORTION OF TRACT M, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT M ALSO BEING THE NORTHEAST CORNER OF TRACT L1, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 89°49'37" WEST ALONG THE SOUTH LINE OF SAID TRACT M, ALSO BEING THE NORTH LINE OF SAID TRACT L1, A DISTANCE OF 307.01 FEET TO THE SOUTHWEST CORNER OF TRACT M ALSO BEING THE NORTHWEST CORNER OF TRACT L1; THENCE DEPARTING SAID SOUTH LINE AND NORTH LINE, RUN NORTH 00°20'50" WEST ALONG THE WEST LINE OF SAID TRACT M, ALSO BEING THE EAST LINE OF TRACT L1, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WEST LINE AND EAST LINE, RUN NORTH 89°49'37" EAST, A DISTANCE OF 287.03 FEET; THENCE RUN NORTH 00°16'36" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 89°49'37" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CAMERON AVENUE, AS SHOWN ON MAP BOOK 6, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 00°16'36" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.075 ACRES (3,270 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0M00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION

SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:38:45 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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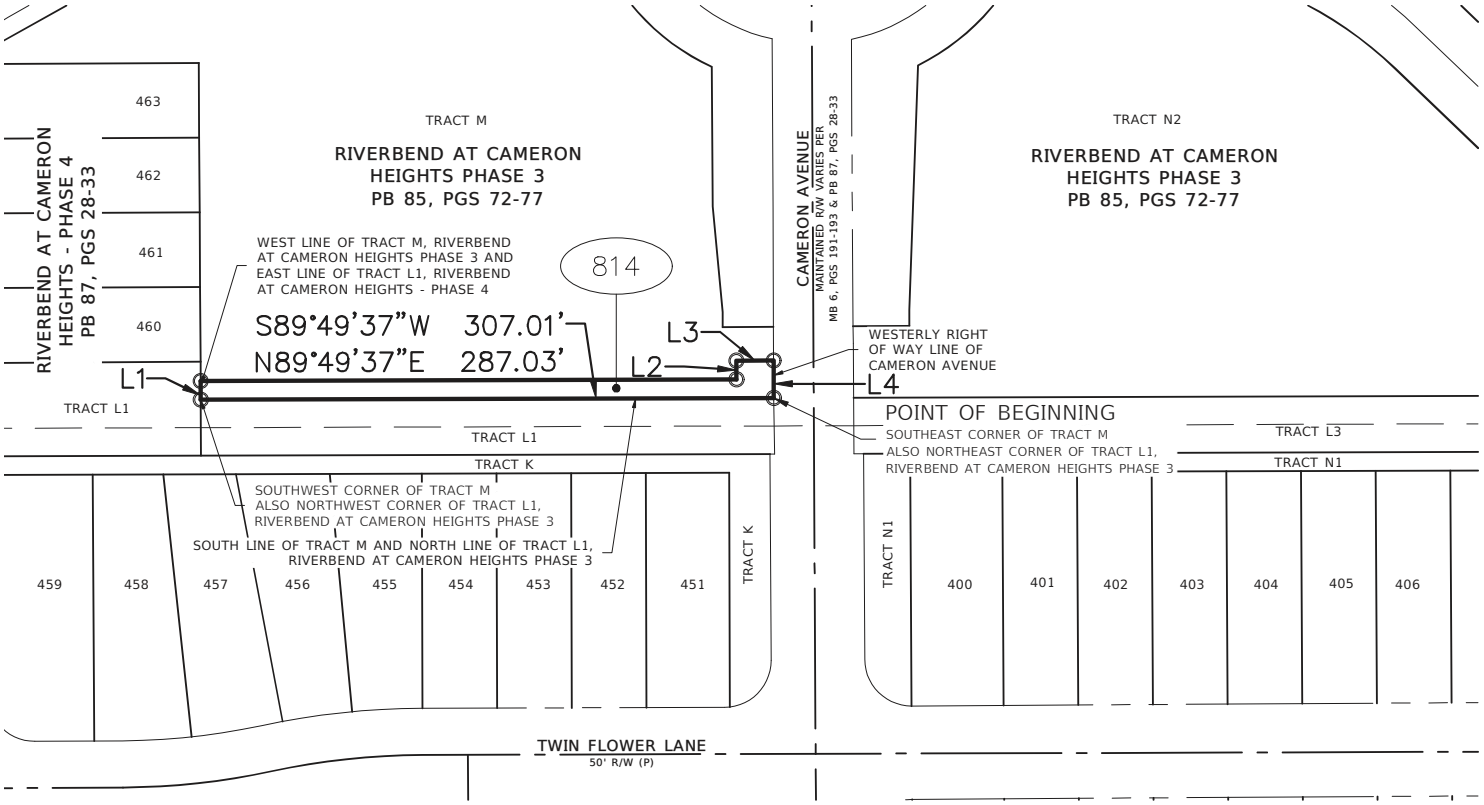
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-517-0M00-0000
EASEMENT NO. 814

SEE SHEET 2 FOR LEGAL DESCRIPTION

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°20'50"W	10.00
L2	N00°16'36"W	10.00
L3	N89°49'37"E	20.00
L4	S00°16'36"E	20.00

CERTIFIED TO:

1.
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MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0M00-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	08/21/23	AAN	UPDATED DESCRIPTION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:38:57 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

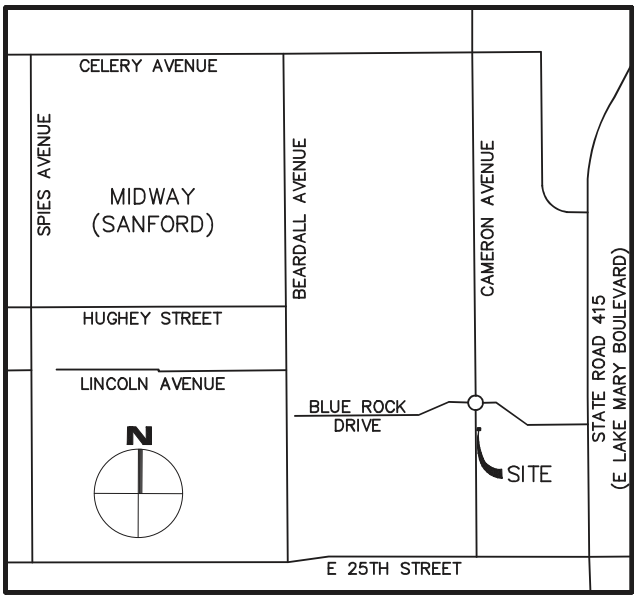
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-517-0N20-0000
EASEMENT NO. 815
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-815

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0N20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:37:33 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-517-0N20-0000
EASEMENT NO. 815

A PORTION OF TRACT N2, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT N2; THENCE RUN NORTH 00°18'58" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF CAMERON AVENUE, AS SHOWN ON MAP BOOK 6, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°49'37" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 00°18'58" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT N2; THENCE RUN SOUTH 89°49'37" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.014 ACRES (600 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0N20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID

SURVEYOR'S CERTIFICATION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:37:47 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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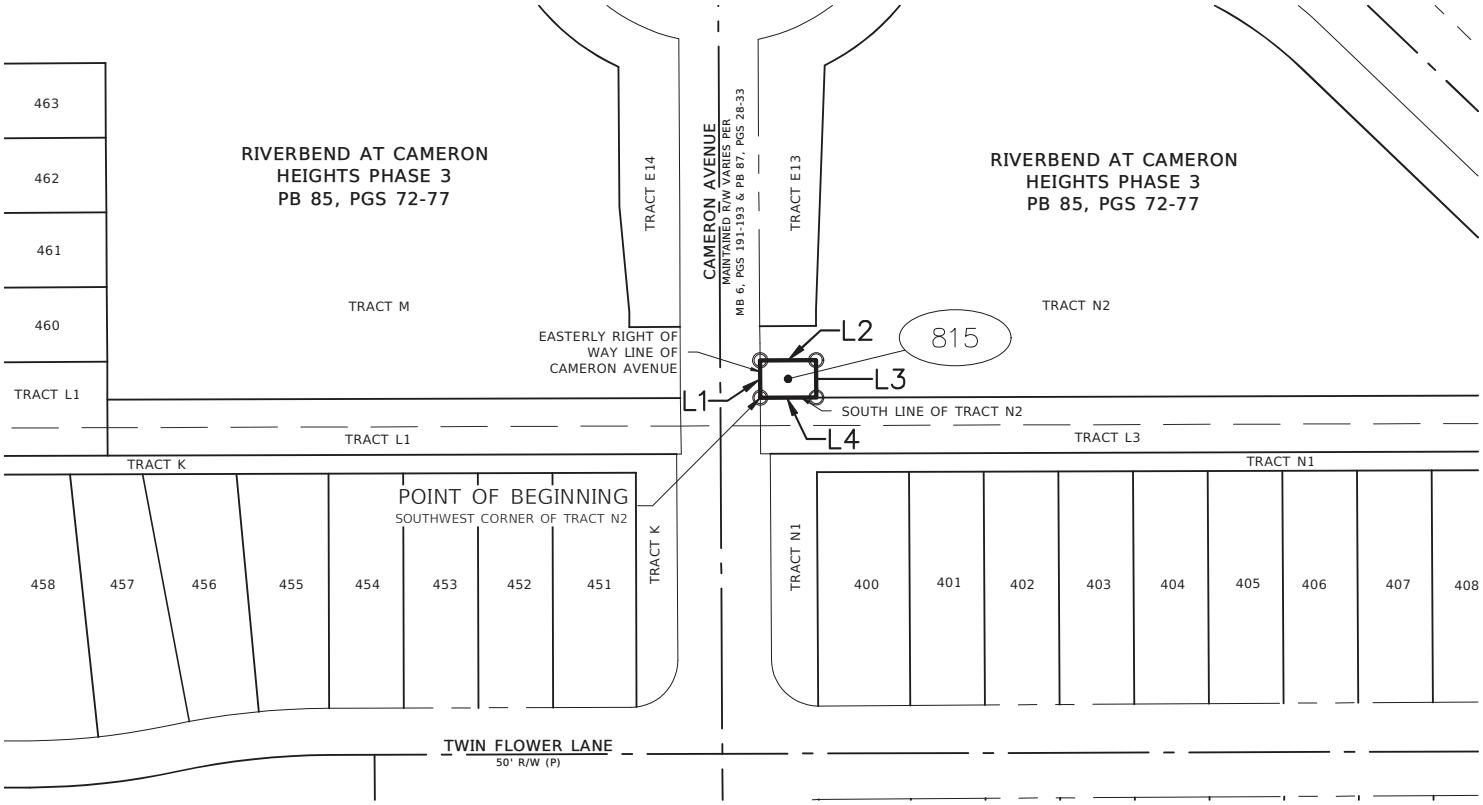
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-517-0N20-0000
EASEMENT NO. 815

SEE SHEET 2 FOR LEGAL DESCRIPTION

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N00°18'58"W	20.00
L2	N89°49'37"E	30.00
L3	S00°18'58"E	20.00
L4	S89°49'37"W	30.00

CERTIFIED TO:

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3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-517-0N20-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

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Date: 2023.09.20 10:38:01 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

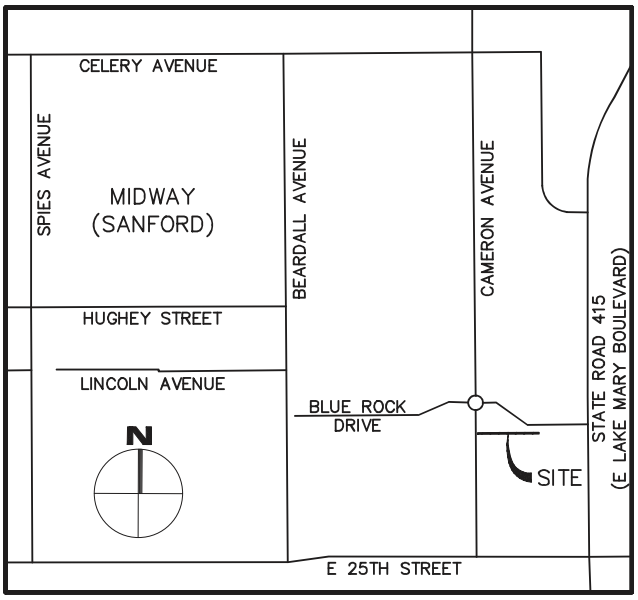
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-521-0N10-0000
EASEMENT NO. 816
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-816

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
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LS	= LICENSED SURVEYOR
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PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0N10-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION
3	08/29/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

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Date: 2023.09.20 10:36:47 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-521-0N10-0000
EASEMENT NO. 816

A PORTION OF TRACT N1, RIVERBEND AT CAMERON HEIGHTS – PHASE 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGES 28 THROUGH 33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT N1, RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE RUN NORTH 89°49'37" EAST ALONG THE NORTH LINE OF SAID TRACT N1, SAID LINE ALSO BEING THE SOUTH LINE OF TRACT L3, RIVERBEND AT CAMERON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 85, PAGES 72 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 639.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT N1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT L3; THENCE DEPARTING SAID NORTH LINE AND SAID SOUTH LINE, RUN SOUTH 00°20'28" EAST ALONG THE EAST LINE OF SAID TRACT N1, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'37" WEST ALONG THE NORTH LINE OF LOTS 400 THROUGH 410 AND THE EASTERLY EXTENSION THEREOF, AS SHOWN ON SAID PLAT OF RIVERBEND AT CAMERON HEIGHTS – PHASE 4, A DISTANCE OF 614.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 400; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'51" EAST ALONG THE WEST LINE OF SAID LOT 400, A DISTANCE OF 5.20 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'37" WEST, A DISTANCE OF 24.99 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CAMERON AVENUE, AS SHOWN ON SAID PLAT OF RIVERBEND AT CAMERON HEIGHTS – PHASE 4; THENCE RUN NORTH 00°20'33" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.150 ACRES (6,523 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0N10-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION
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SHERRY LEE MANOR, PSM - LS# 6961

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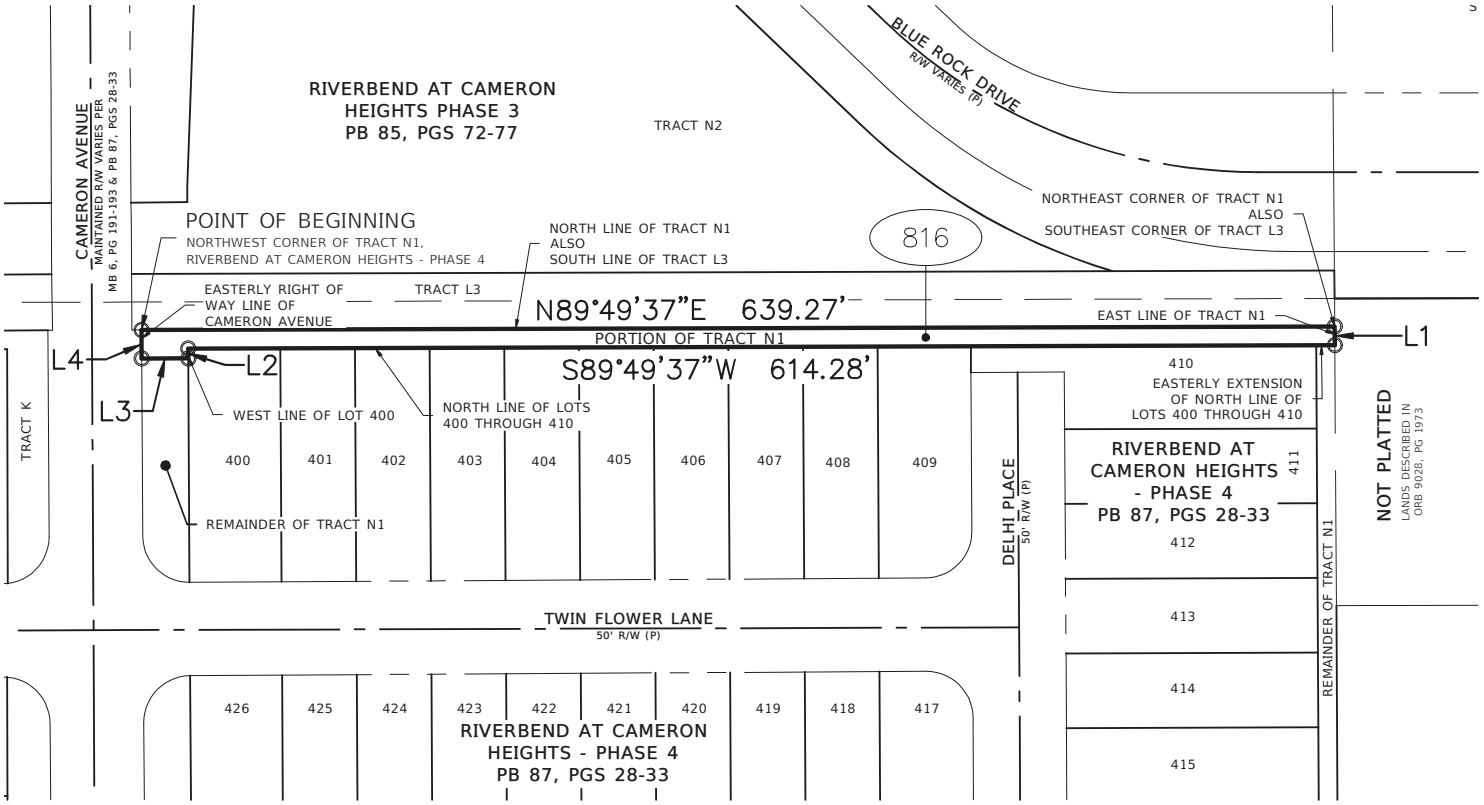
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-521-0N10-0000
EASEMENT NO. 816

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00°20'28"E	10.00
L2	S00°20'51"E	5.20
L3	S89°49'37"W	24.99
L4	N00°20'33"W	15.20

CERTIFIED TO:

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MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-521-0N10-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.24
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/10/23	AAN	ADDED EASEMENT ID
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Date: 2023.09.20 10:37:13 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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0 100 200 Feet

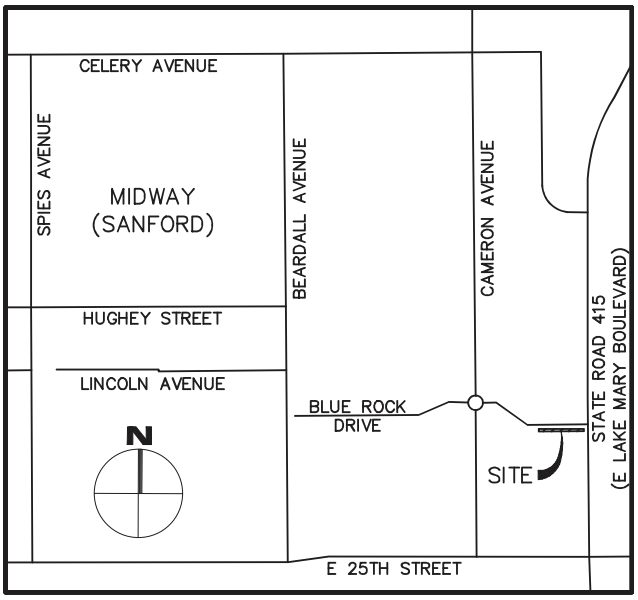
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E130-0000
EASEMENT NO. 817
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-817

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
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SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
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SHEET 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
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MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E130-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.18
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

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Digitally signed by Sherry Manor
Date: 2023.09.20 10:35:59 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

L & S Diversified
Professional Surveyors and Mappers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E130-0000
EASEMENT NO. 817

A PORTION OF TRACT E13, RIVERBEND AT CAMERON HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGES 31 THROUGH 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT E13, RIVERBEND AT CAMERON HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGE 31, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 89°52'07" WEST ALONG THE SOUTH LINE OF SAID TRACT E13, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, A DISTANCE OF 9.42 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE WEST LINE OF STATE ROAD 415, AS SHOWN ON FDOT RIGHT OF WAY MAP SECTION 77161, FINANCIAL PROJECT NUMBER 407335-1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH LINE, RUN SOUTH 89°52'07" WEST, A DISTANCE OF 463.77 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH LINE, RUN NORTH 00°20'28" WEST ALONG SAID WEST SECTION LINE, A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT E13; THENCE DEPARTING SAID WEST SECTION LINE, RUN NORTH 89°59'36" EAST ALONG SAID NORTH LINE, A DISTANCE OF 463.79 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE AFORESAID WEST RIGHT OF WAY LINE OF STATE ROAD 415; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°18'37" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 24.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.262 ACRES (11,423 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEET 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E130-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.18
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:36:13 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

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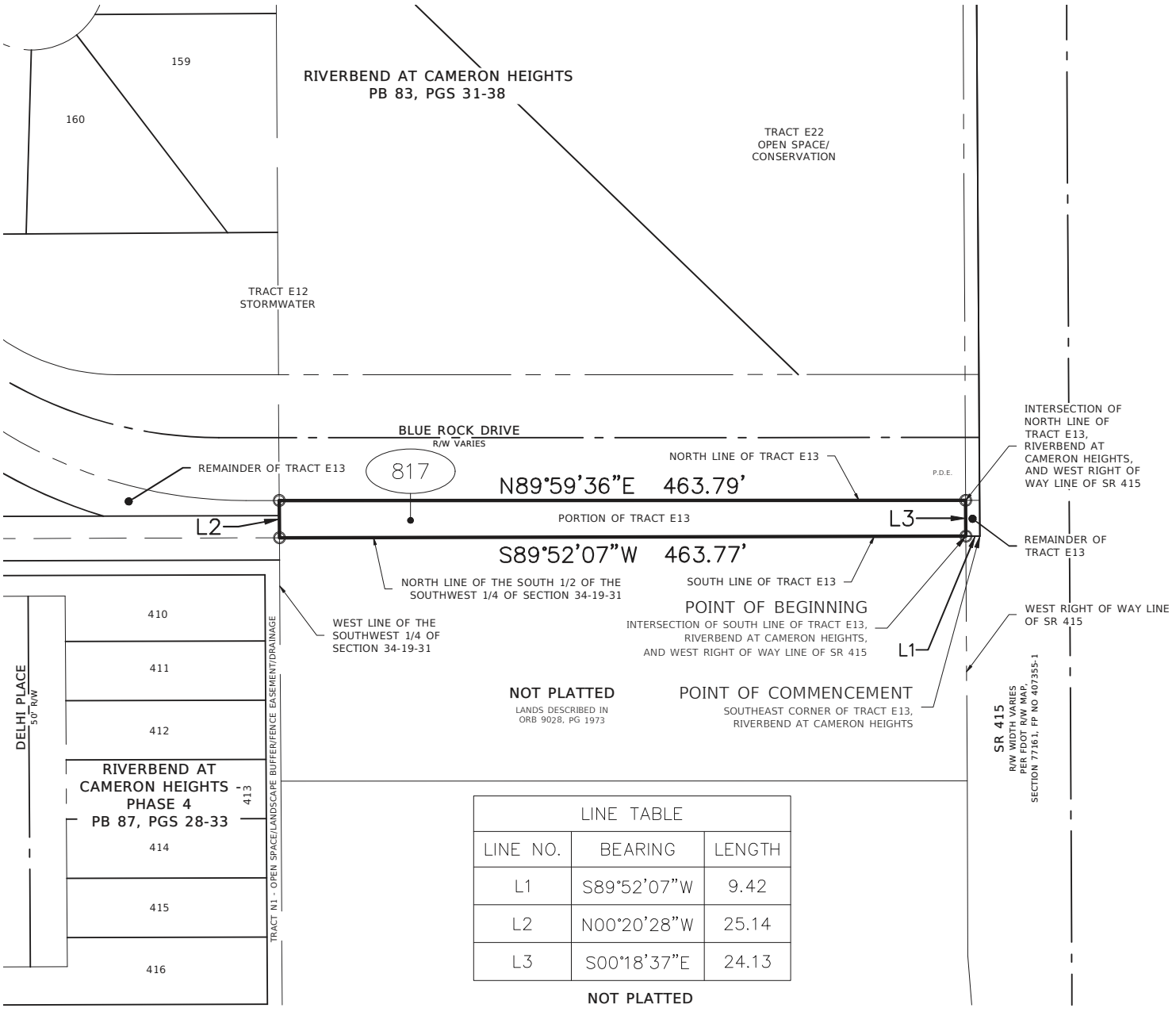
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E130-0000
EASEMENT NO. 817

SEE SHEET 2 FOR LEGAL DESCRIPTION

N

SCALE: 1" = 100'



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°52'07"W	9.42
L2	N00°20'28"W	25.14
L3	S00°18'37"E	24.13

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E130-0000

PROJECT No.	220014	DRAWN DATE	2023.JAN.18
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed by Sherry Manor
Date: 2023.09.20 10:36:27 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

0 100 200 Feet

L & S Diversified
Professional Surveyors and Mappers
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WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

EXHIBIT "A"

Parcel 2-819

Legal Description

That portion of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 31 East, Florida, thence along the south line of the North 1/4 of the Southwest 1/4 of said Section 33, N.89°53'12"E., a distance of 335.78 feet to the Point of Beginning, thence continue N.89°53'12"E., a distance of 65.63 feet to the east line of the West 1 acre of the East 3 acres of the afore mentioned Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4; thence along said wast line S.00°43'31"E., a distance of 23.77 feet; thence N.90°00'00"W., a distance of 65.93 feet; thence N.00°00'00"E., a distance of 23.64 feet to the Point of Beginning.

Said parcel contains 1559.30 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

Rev 7/28/2025

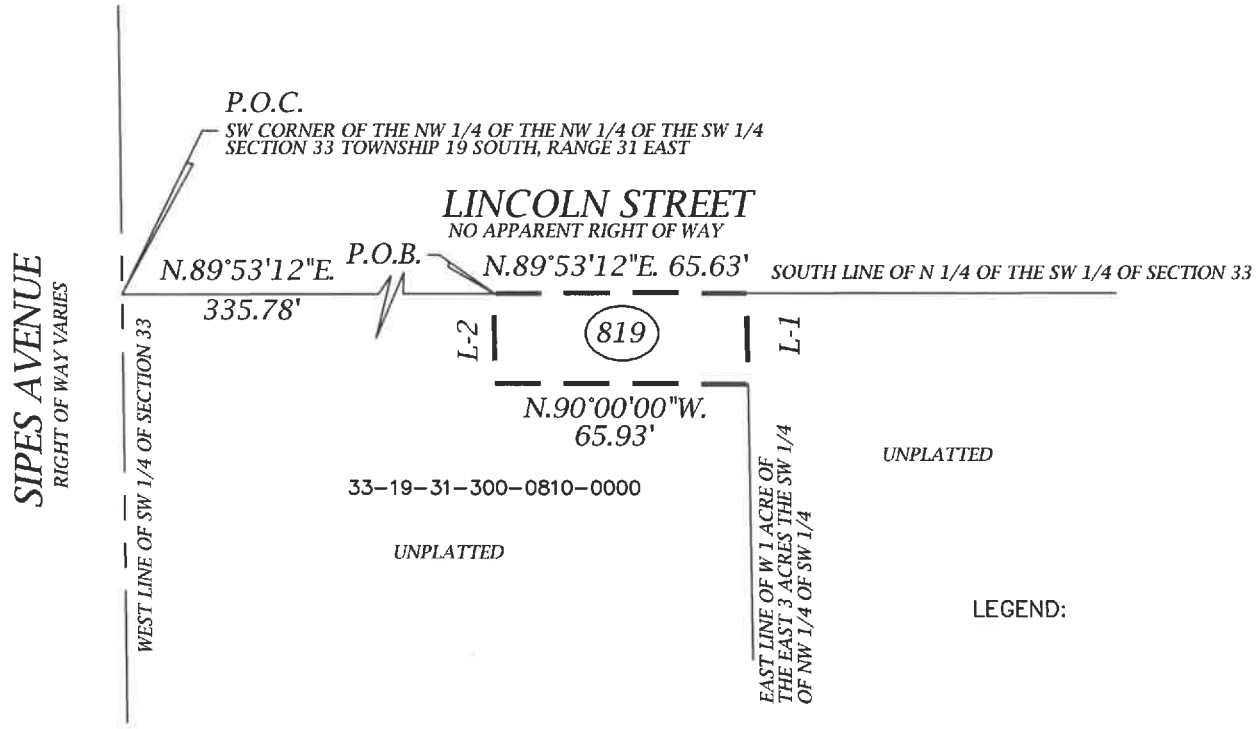
P819 33-19-31-300-0810-0000

SKETCH OF DESCRIPTION

Parcel 2-819

Scale 1" = 50'

LINE TABLE:
L–1 S.00°43'31"E. 23.77'
L–2 N.00°00'00"E. 23.64'



LEGEND:

M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

T:\Survey\MIDWAY\basebp2.dwg

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-56[illegible]

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: _____

RAYMOND F. PHILLIPS P.S.M. LICENSE # 7015

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE WHICH IS ASSUMED TO BEAR S.89°35'37"W.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

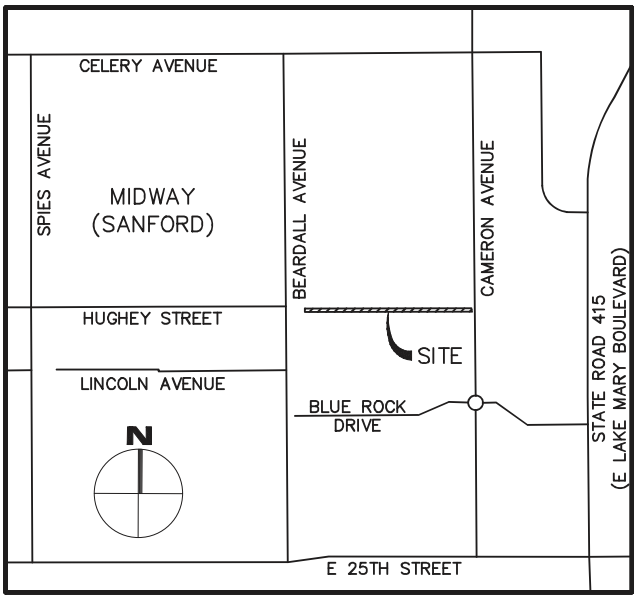
FIELD DATE: n/a	SCALE: 1"=50'
DATE: 04/20/2023 rev 7/28/2025	DRAWN BY: RFP
JOB NAME: MIDWAY DRAINAGE	CHECKED BY: RP

SKETCH & DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E170-0000
EASEMENT NO. 843
KEY SHEET, LEGEND, & SURVEYOR'S NOTES

Parcel 2-843

VICINITY MAP: NOT TO SCALE



SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°35'37" EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS PROVIDED TO L&S DIVERSIFIED BY THE CLIENT AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
5. NO PROPERTY CORNERS WERE SET OR FOUND AS PART OF THIS SKETCH AND DESCRIPTION.
6. THIS SKETCH AND DESCRIPTION CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
7. ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. THE DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE WITH NO GORES, GAPS, OVERLAPS, OR HIATUS.

SYMBOLS & ABBREVIATION LEGEND:

O	= CHANGE IN DIRECTION
###	= EASEMENT ID
E	= EAST/EASTING
L#	= LINE TAG
LB	= LICENSED BUSINESS
LS	= LICENSED SURVEYOR
N	= NORTH/NORTHING
PB	= PLAT BOOK
PG(S)	= PAGE(S)
R/W	= RIGHT OF WAY

SHEET KEY:

SHEET 1 OF 3 –	KEY SHEET, LEGEND, & SURVEYOR'S NOTES
SHEET 2 OF 3 –	LEGAL DESCRIPTION
SHEETS 3 OF 3 –	SKETCH OF DESCRIPTION

SHEET 1 OF 3
SEE SHEET 2 FOR LEGAL DESCRIPTION

CERTIFIED TO:
1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E170-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUES. THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.

SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

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SHERRY LEE MANOR, PSM - LS# 6961

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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

LEGAL DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E170-0000
EASEMENT NO. 843

A PORTION OF TRACT E17, RIVERBEND AT CAMERON HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGES 31 THROUGH 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT E17, RIVERBEND AT CAMERON HEIGHTS; THENCE RUN NORTH 89°53'14" EAST ALONG THE NORTH LINE OF SAID TRACT E17 A DISTANCE OF 1748.20 FEET TO THE NORTHEAST CORNER OF SAID TRACT E17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 09°48'42" EAST ALONG THE EAST LINE OF SAID TRACT E17, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF CAMERON AVENUE, ACCORDING TO MAP BOOK 6, PAGES 191 THROUGH 193, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 37.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT E17; THENCE DEPARTING SAID EAST LINE AND WEST LINE, RUN SOUTH 89°53'53" WEST ALONG THE SOUTH LINE OF SAID TRACT E17, A DISTANCE OF 1754.34 FEET TO THE SOUTHWEST CORNER OF SAID TRACT E17; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°17'21" WEST ALONG THE WEST LINE OF SAID TRACT E17, A DISTANCE OF 36.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.465 ACRES (63,800 SQUARE FEET) MORE OR LESS.

SHEET 2 OF 3
SEE SHEETS 3 FOR SKETCH

CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E170-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

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Digitally signed by Sherry Manor
Date: 2023.09.20 10:35:21 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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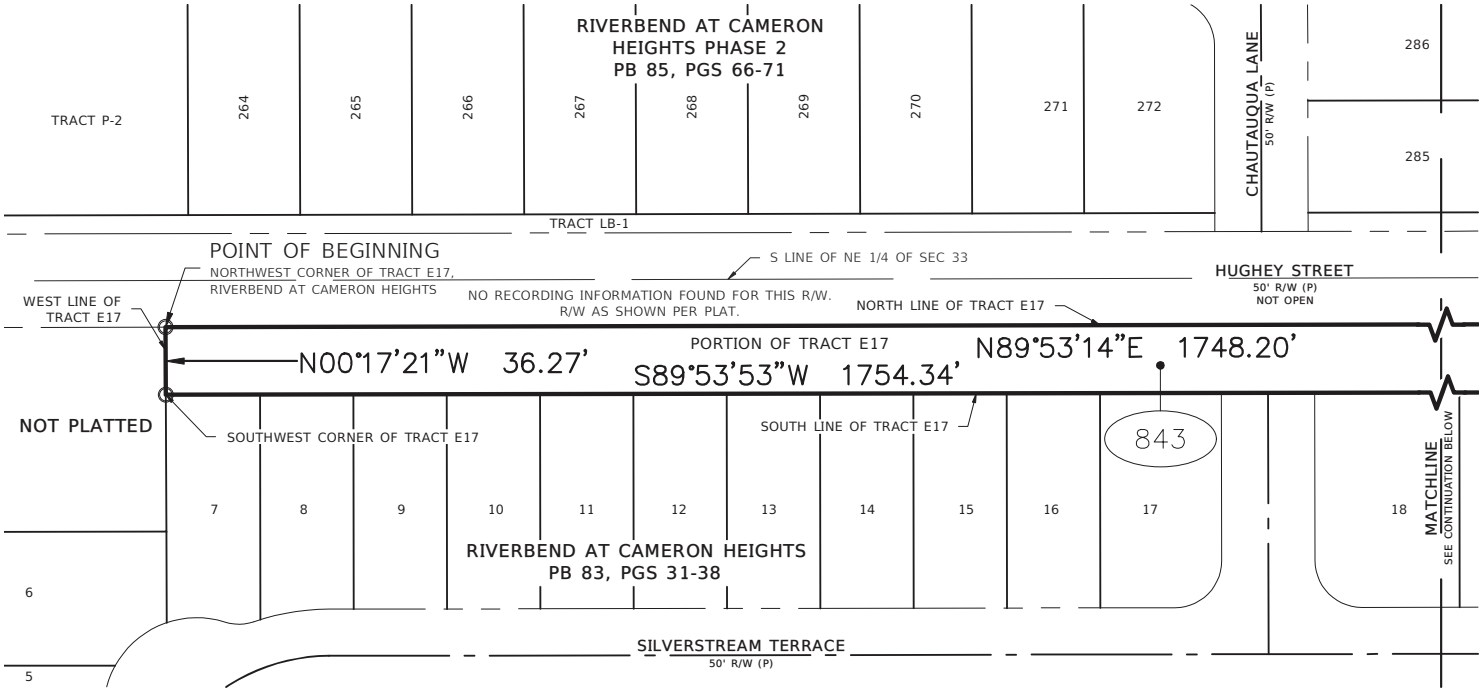
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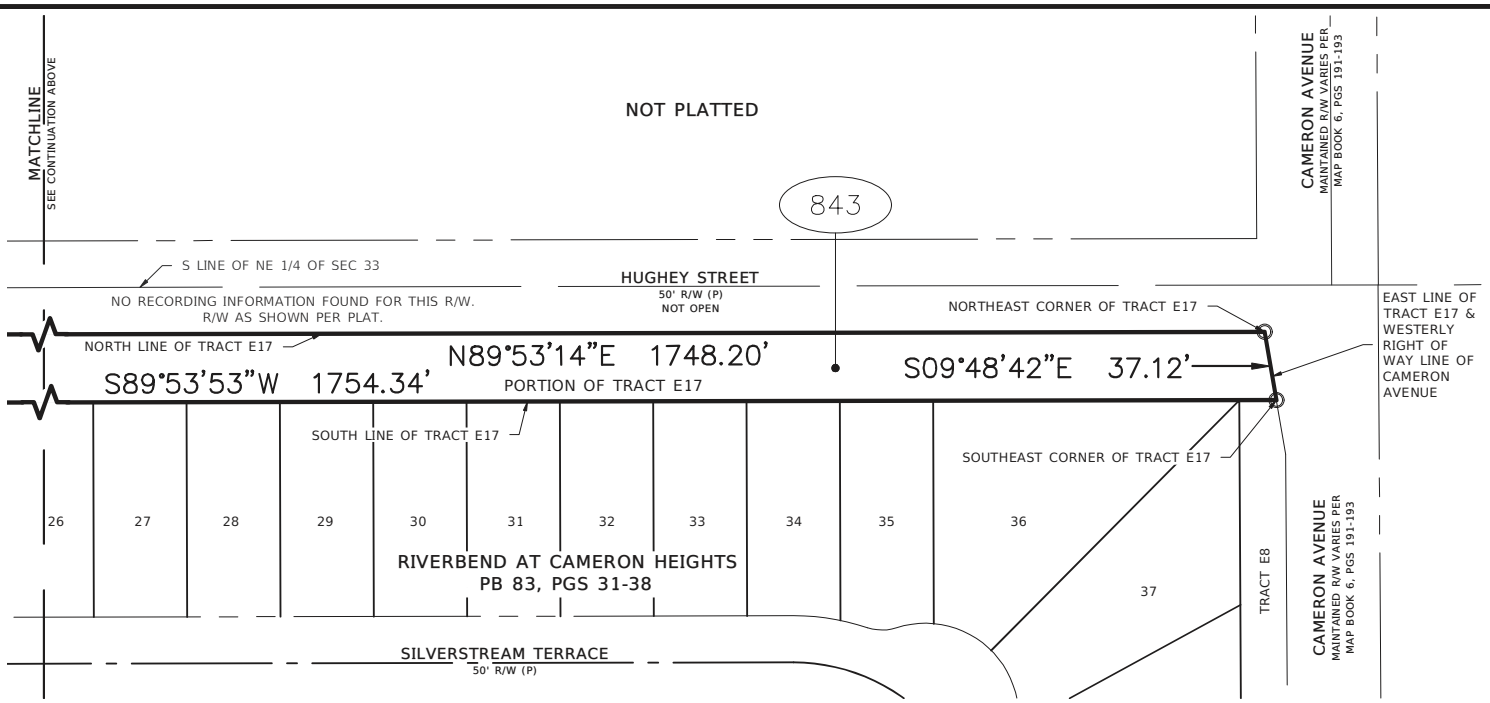
SKETCH OF DESCRIPTION

PARCEL ID NO. 33-19-31-5VH-E170-0000
EASEMENT NO. 843

N

SCALE: 1" = 100'





CERTIFIED TO:

1.
2.
3.
4.

MIDWAY DRAINAGE IMPROVEMENT
PARCEL 33-19-31-5VH-E170-0000

PROJECT No.	220014	DRAWN DATE	2023.FEB.09
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	A.ACEVEDO	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION
1	03/09/23	AAN	ADDED EASEMENT ID
2	04/18/23	AAN	UPDATED LEGAL DESCRIPTION

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SHERRY L. MANOR LICENSE NUMBER No. 6961 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Digitally signed
by Sherry Manor
Date: 2023.09.20
10:35:35 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961

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0 100 200 Feet

L & S Diversified
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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

Parcel 2-844

EXHIBIT "A"

Legal Description

That portion of Tract E5 of the plat of Riverbend at Cameron Heights as recorded in Plat Book 83, pages 31 through 38, of the public records of Seminole County, Florida, being in Section 33 Township 19 South, Range 31 East, Florida being further described as follows:

Beginning at the southeast corner of said Tract E5 of the plat of Reserve at Riverbend thence along the south line of said Tract E5, S.89°53'44"W., a distance of 639.28 feet to a point on the east line of said Tract E7, thence along said east line, N.00°26'03"W., a distance of 24.91 feet to a point on the north line of said Tract E5; thence along said north line of said Tract E5, N.89°53'15"E., a distance of 639.40 feet to the east line of said Tract E5; thence along said east line, S.00°20'31"E., a distance of 25.00 feet to the Point of Beginning.

Said parcel containing 15,737.95 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

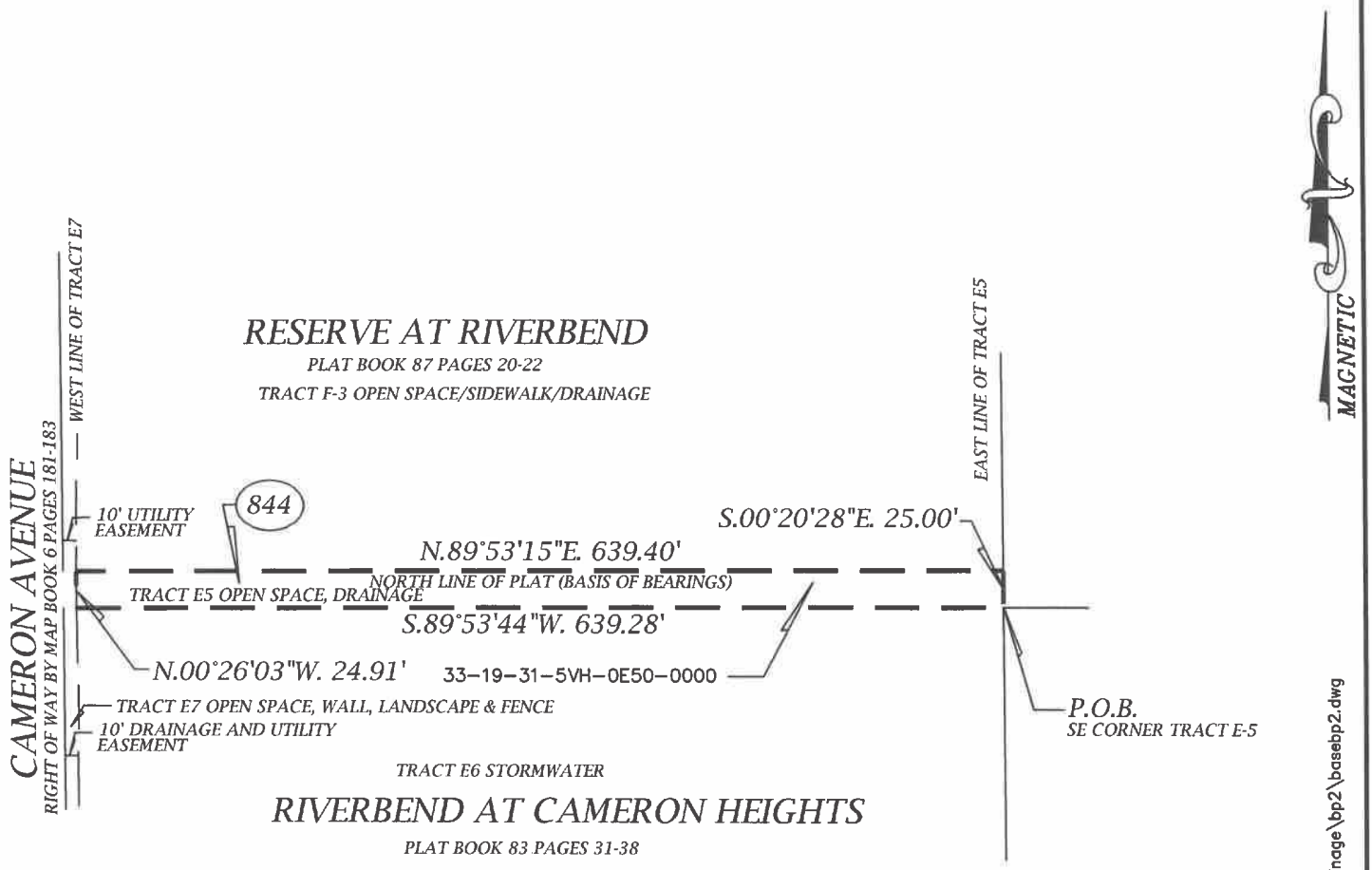
Sheet 1 of 2

P-844, 33-19-31-5VH-0E50-0000

Parcel 2-844

SKETCH OF DESCRIPTION

Scale 1" = 120'



LEGEND:
M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

T:\Survey\R Phillips\Midway Drainage\bp2\basebp2.dwg

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF RIVERBEND AT CAMERON HEIGHTS AS RECORDED IN PLAT BOOK 83 PAGES 31-38, WHICH IS ASSUMED TO BEAR N.89°53'15"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: _____

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE 7015

RAYMOND F. PHILLIPS License Number Professional Surveyor and Mapper STATE OF FLORIDA

SHEET 2 OF 2

FIELD DATE:	n/a	SCALE:	1"=120'
	02/27/2023	DRAWN BY:	RFP
FILE NAME:	MIDWAY DRAINAGE	CHECKED BY:	RP

Parcel 2-845

EXHIBIT "A"

Legal Description

That portion of Tract E6 of the Plat of Riverbend at Cameron Heights as recorded in Plat Book 83, pages 31 through 38, of the public records of Seminole County, Florida, being in Section 33 Township 19 South, Range 31 East, Florida being further described as follows:

Beginning at the Northeast corner of said Tract E6 of the Plat of Riverbend at Cameron Heights, thence along the east line of said Tract E6, S.00°20'28"E., a distance of 30.00 feet; thence S.89°53'14"W., a distance of 639.23 feet to the east line of said Tract E7; thence along said west line N.00°26'03"W., a distance of 30.00 feet to the north line of said Tract E6, thence along said the north line of the aforementioned Tract E6, N.89°53'14"E., a distance of 639.28' to the Point of Beginning.

Said parcel containing 19117.44 square feet more or less.

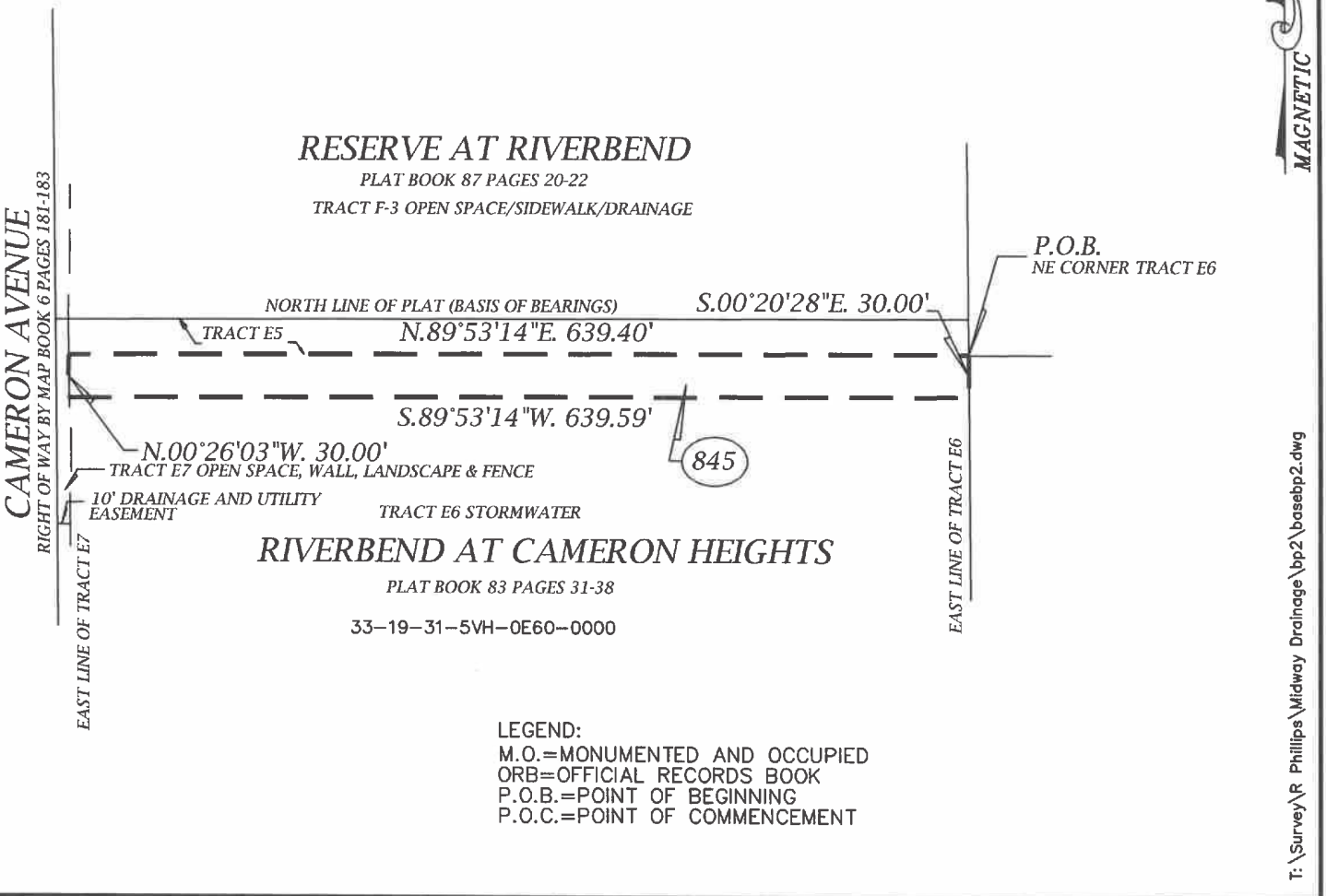
The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

P-845, 33-19-31-5VH-0E60-0000

SKETCH OF DESCRIPTION

Scale 1" = 120'



LEGEND:
M.O.=MONUMENTED AND OCCUPIED
ORB=OFFICIAL RECORDS BOOK
P.O.B.=POINT OF BEGINNING
P.O.C.=POINT OF COMMENCEMENT

T:\Survey\R Phillips\Midway Drainage\bp2\basebp2.dwg

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH LINE OF THE PLAT OF RIVERBEND AT CAMERON HEIGHTS AS RECORDED IN PLAT BOOK 83 PAGES 31–38, WHICH IS ASSUMED TO BEAR N.89°53'14"E.
2. THIS IS NOT A SURVEY
3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
4. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RAYMOND F. PHILLIPS License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

BY:

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE #7015

FIELD DATE:	n/a	SCALE:	1"=120'
DATE:	02/27/2023	DRAWN BY:	RFP
JOB NAME:	MIDWAY DRAINAGE	CHECKED BY:	RP

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-759

Title:

Freebee Overview and Customer Experience **(Kristian Swenson, Assistant County Manager)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-763

Title:

2026 Employee Benefits and Wellness Discussion **(Christina Brandolini, Human Resources Director)**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-765

Title:

Quarterly Service Recognition Awards **(Christina Brandolini, Human Resources Director)**

Employee Service Recognition

3rd Quarter 2025 – Celebrating Years of Service

April 2025

Employee	Position & Department	Years of Service
Frederick Rene, Sr.	*Solid Waste Operator II – Environmental Services*	**20**
Norma Medina Ortiz	*Regional Branch Manager – Parks & Recreation*	**20**
Guy Colvin	*Senior Librarian – Parks & Recreation*	**20**
Mark Laverty	*Firefighter – Fire*	**25**
Matthew Phillips	*Program Manager I – Public Works*	**25**

May 2025

Employee	Position & Department	Years of Service
Joy Giles	*Planning & Development Division Manager – Development Services*	**20**
Jose Gonzalez	*Environmental Program Coordinator – Environmental Services*	**20**
Diane Oquin	*Accounting Specialist – Fleet & Facilities*	**20**
Rolando Nieves	*Certified Tradesworker – Fleet & Facilities*	**20**
Jason Rucker	*Inspector – Development Services*	**25**
Cory Goodblood	*Lieutenant – Fire*	**30**
John Schneider	*Lieutenant – Fire*	**30**
Henry Smith, Jr.	*Reclaimed Operator – Utilities*	**30**

June 2025

Employee	Position & Department	Years of Service
Heather Howanitz	*Telecommunications Financial Coordinator – Emergency Management*	**20**
Stephanie Perez	*Sports Specialist – Parks & Recreation*	**20**
Matthew Humphrey	*Firefighter – Fire*	**20**
Michael Summers	*Lieutenant – Fire*	**25**
Heidi Miller	*Contract/Project Coordinator – Public Works*	**25**
Antonio Chacon	*Equipment Operator – Public Works*	**25**
James Sorg	*Chief Building Inspector – Development Services*	**30**

3rd Quarter Retirements

Employee	Position & Department	Years of Service
James Boone	*Firefighter – Fire*	**21**
Matthew Haverly	*Lieutenant – Fire*	**22**
Mitch Chapman	*Firefighter – Fire*	**24**
Sandra Elliott	*Customer Service Representative – Parks & Recreation*	**24**
Kurt Thompson	*Lieutenant – Fire*	**31**

File Number: 2025-612

Title:

Midway Loop Trail Rezone - Consider a Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and other future recreational facilities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46; (Z2025-05) (Daniel Heacock, Seminole County Parks and Recreation / Greenways & Natural Lands, Applicant) District5 - Herr **(Kaitlyn Apgar, Senior Planner)**

Division:

Development Services - Growth Management

Authorized By:

Jose Gomez, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting a rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) in order to construct a public trail system, and other future recreational facilities, extending 4,947 feet in length, that will circle around the perimeter of the existing stormwater retention pond on the subject property. The stormwater retention pond on the property was historically utilized as a borrow pit. The trail system will serve the large surrounding residential community and will connect to Roseland Park, an existing park in the subdivision to the west of the subject property.

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 standard detached single-family residences and allows for limited public uses including publicly owned parks and recreational areas.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: City of Sanford

Future Land Use: LDRSF (Low Density Residential-Single Family) Max Density of six (6) dwelling units per net buildable acre.

Zoning: Planned Development (PD). The PD to the north and east of the subject site is developed as a single-family subdivision located in the City of Sanford. Brisson Avenue abuts the subject site on the east side and is an urban minor collector road maintained by the County.

West: Future Land Use: Low Density Residential Max Density of four (4) dwelling units per net buildable acre.

Zoning: R-1 (Single Family Dwelling). The Roseland Park subdivision exists on the west of the subject site. This is a Community Development Block Grant Target Area that contains lots platted prior to the creation of Seminole County subdivision regulations. Some residences still exist on the substandard platted lots, while others exist on a combination of lots that meet the minimum 8,400 square foot lot size as required by the R-1 zoning district. Some of these properties are annexed into the City of Sanford and retain those applicable zoning designations.

City of Sanford

Future Land Use: LDRSF (Low Density Residential- Single Family) Max Density of six (6) dwelling units per net buildable acre.

Zoning: SR1 (Single Family Residential) and SR1A (Single Family Residential). The SR1 zoning district requires a minimum lot size of 6,000 square feet. The SR1A requires a minimum lot size of 7,500 square feet. The properties to the west are developed as single-family residences.

North: City of Sanford

Future Land Use: LDR-SF (Low Density Residential - Single Family) Max Density of six (6) dwelling units per net buildable acre.

Zoning: Planned Development (PD). The PD to the north and east of the subject site is developed as a single-family subdivision located in the City of Sanford.

South: Future Land Use: Low Density Residential.

Zoning: PLI (Public Lands and Institutions). The entire property to the south of the subject property is used for the Midway Elementary School.

Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site

appears to contain floodplain. A topographic survey showing floodplain delineations will be required prior to Final Engineering approval.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, the site does not appear to contain wetlands. A topographic survey showing any wetland and floodplain delineations will be required at Site Plan.

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 Site Plan or Final Engineering approval.

Utilities:

The subject property is located in the City of Sanford utility service area and will not be required to connect to public utilities. At this time, the trail project, as proposed, does not require any utility services. Additional amenities constructed in the future may require utility connection and as such, will be appropriated reviewed at that time.

Transportation/Traffic:

The property proposes access onto Brisson Avenue, which is classified as an Urban Minor Collector. Brisson Avenue is currently operating at a level-of-service “A” and does not have improvements programmed in the County’s five (5) year Capital Improvement Program.

Sidewalks:

There is an existing sidewalk along Brisson Avenue that will provide pedestrian access to the subject property. The proposed trail project will modify some of the existing sidewalk to be incorporated into the proposed trail.

Drainage:

The proposed project is located within the Midway Drainage Basin; the trail project is adjacent to a previously dug borrow pit which exceeds all drainage requirements for this project. No additional retention is required as part of this project.

Buffers and Open Space:

Buffer requirements will be determined at Site Plan review and will be in compliance with the Seminole County Land Development Code.

Consistency with the Land Development Code

The proposed PLI (Public Lands and Institutions) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 8.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The Public Lands and Institutions District is intended to include major public lands and major public and quasi-public institutional uses. The proposed development includes a publicly owned trail and additional future recreational amenities. This is compatible with the PLI zoned property to the south that currently operates as an elementary school. The proposed trail aims to serve the residents in the surrounding neighborhoods to the north, east, and west.

Staff finds the requested PLI 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 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, with a limited list of public purpose and special exception uses. See Policy FLU 5.2.1 of the Seminole County Comprehensive Plan. The proposed PLI zoning classification is compatible with the surrounding existing historical developments and intends to serve the recreational needs of the greater residential neighborhood populations. Publicly owned parks and recreational areas are considered special exception uses in the Low Density Residential land use designation, however, are permitted by right if included in a zoning district compatible with the Low Density Residential land use designation. PLI is an allowable zoning classification for the Low Density Residential land use designation as per the Comprehensive Plan FLU Exhibit-9, *Seminole County Future Land Use Designations and Allowable Zoning Classifications*.

Further, the Low Density Residential land use designation encourages pedestrian, bicycle and vehicular connections between abutting residential areas to provide convenient access to recreation, schools, libraries, shopping, and other residential areas. The proposed rezoning to PLI will provide a recreational amenity for the surrounding community and encourage connections between the school to the south of the subject property, the residential neighborhood and the new proposed recreational amenity.

Given the foregoing, Staff finds the proposed PLI zoning classification to be consistent

with the Comprehensive Plan designation of Low Density Residential.

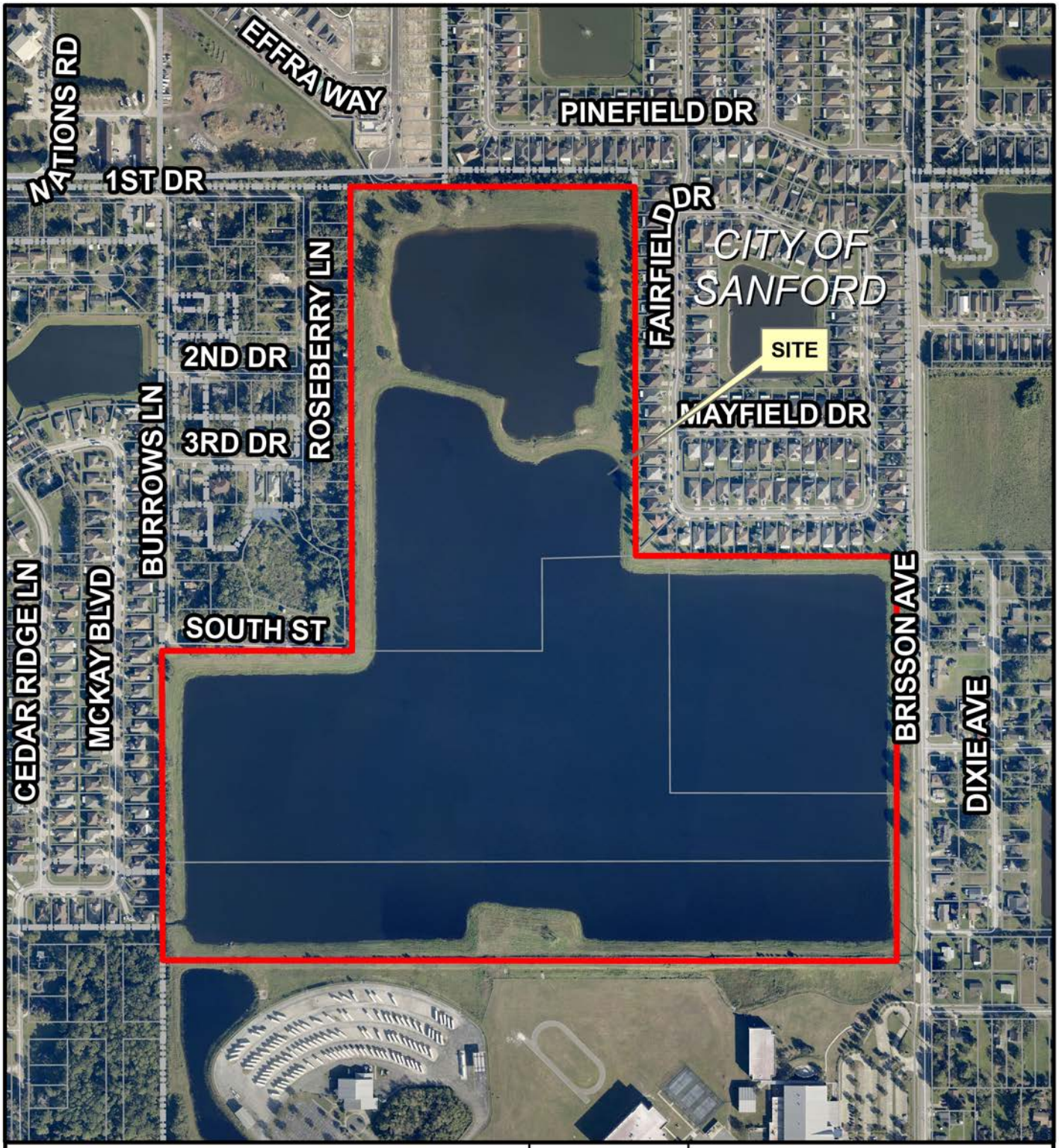
Pursuant to Seminole County Land Development Code Sec. 30.3.5.1., the Applicant previously conducted adequate community meetings and outreach initiatives, thus the requirement for an additional community meeting was waived by the Planning Division Manager. The applicant conducted a community meeting on August 22, 2024; details of the meeting have been provided in the agenda package.

Planning & Zoning Commission

The Planning and Zoning Commission met on July 2, 2025, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and future recreational amenities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46. The P&Z Board minutes from this meeting are attached.

Requested Action:

Staff requests the Board adopt the Ordinance enacting a rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and future recreational amenities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46.



Rezone No: Z2025-025
From: A-1 To: PLI

Parcels
Site

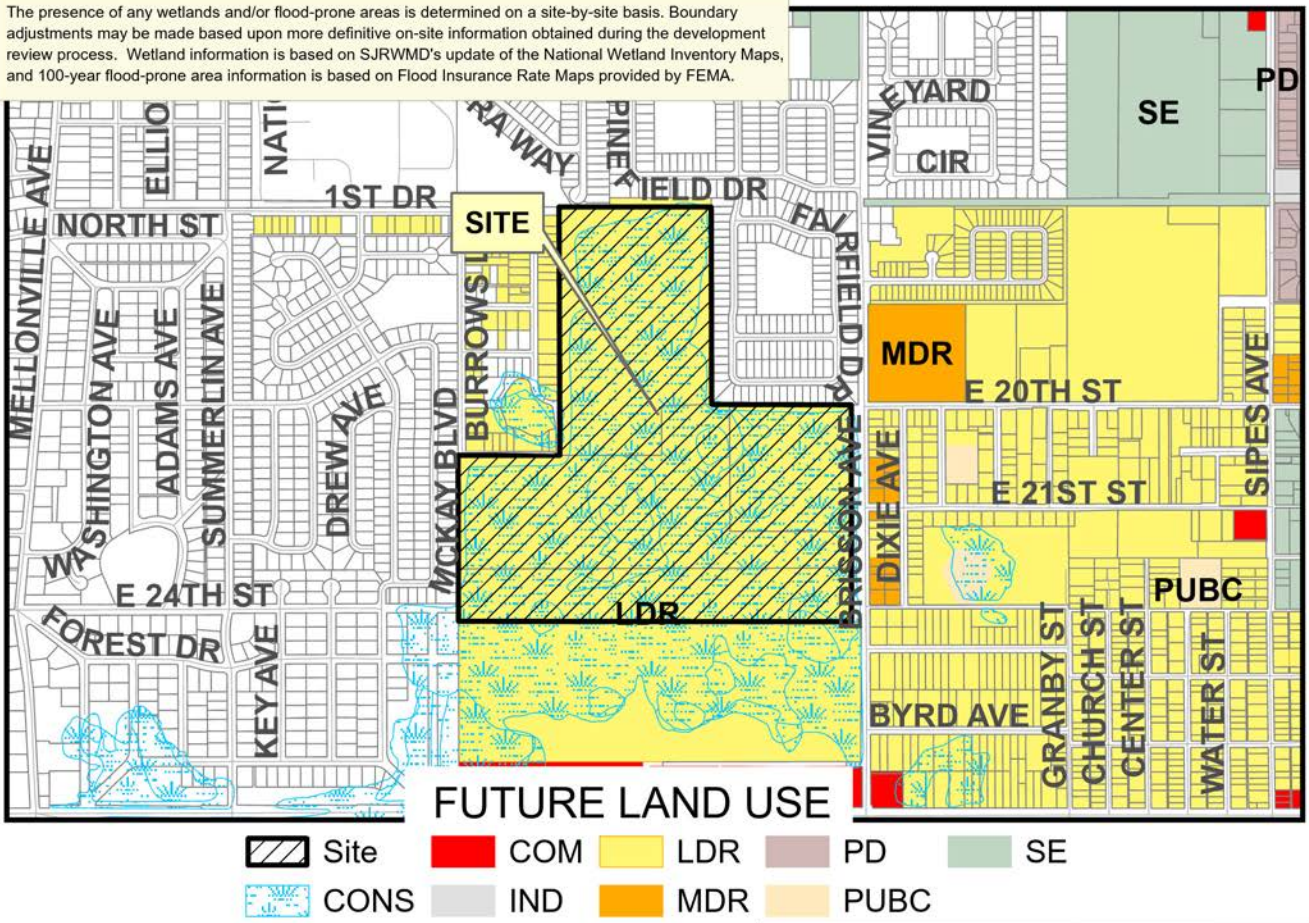
N

Winter 2025 Color Aerials

Date: 5/22/2025

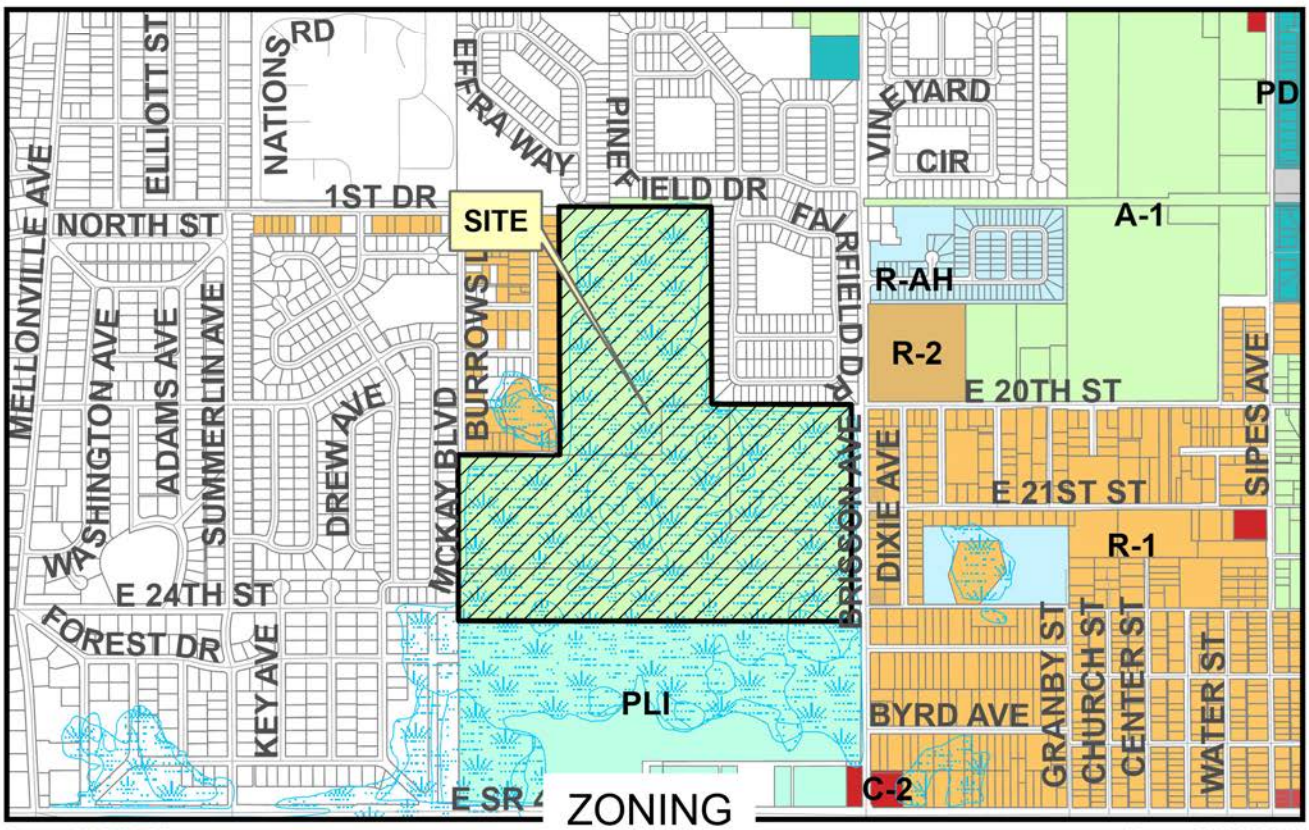
Name Z2025-025Aerial

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: Daniel Heacock
Physical STR: 32-19-31
Gross Acres: 107 +/- BCC District: 5
Existing Use: vacant/ stormwater retention
Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2025-025	A-1	PLI



Date: 5/22/2025
Name Z2025-025

BOUNDARY SURVEY

DESCRIPTION:
PARCEL 32-19-31-300-024B-0000
THE NORTH 850 FEET OF THE EAST 850 FEET OF THE NE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, LESS ROAD RIGHT OF WAY ON EAST.

AND

PARCEL 32-19-31-300-024D-0000
COMMENCING AT THE SOUTH QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; RUN NORTH 00°00'00" EAST, 1584.53 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32 FOR A POINT OF BEGINNING; THENCE NORTH 89°48'59" WEST, 2651.74 FEET; THENCE SOUTH 00°09'32" WEST, 331.61 FEET; THENCE SOUTH 89°48'59" EAST, 2652.66 FEET; THENCE NORTH 00°00'00" EAST, 331.61 FEET TO THE POINT OF BEGINNING. (LESS THE EAST 25.00 FEET FOR BRISSON AVE.)

AND

PARCELS 32-19-31-300-024C-0000 AND 32-19-31-300-0240-0000
THE EAST 1/2 OF THE SOUTHWEST ¼ LESS THE NORTH 850.00 FEET OF THE EAST 850.00 FEET THEREOF, AND THE SOUTH 7/8 OF THE WEST 1/2 OF THE SOUTHWEST 1/4, AND THE EAST 1/2 OF THE NORTH 1/8 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, LESS THAT PART LYING IN ROSELAND PARK,S 1ST ADDITION, AS RECORDED IN PLAT BOOK 7, PAGE 66, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND LESS RIGHT-OF-WAY FOR BRISSON AVENUE AND ALSO LESS A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTH 1/4 CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST AND RUN N 89° 36'24" W, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32, 2656.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32, THENCE RUN N 00°09'32" E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 , 1574.80 FEET, THENCE RUN S 89°48'59" EAST, 2651.74 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 , THENCE RUN SOUTH ALONG SAID EAST LINE, 1584.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE WEST 5/8 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, LESS THAT PART PLOTTED IN ROSELAND PARK, AS RECORDED IN PLAT BOOK 7, PAGE 51, AND ROSELAND PARK'S 1ST ADDITION, AS RECORDED IN PLAT BOOK 7, PAGE 66, OF THE PUBLIC RECORDS OFD SEMINOLE COUNTY, FLORIDA, AND ALSO LESS RIGHT-OF-WAY FOR RAILROAD ON NORTH;

AND TOGETHER WITH, THE NORTH 850 FEET OF THE EAST 850 FEET OF THE NE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, LESS ROAD RIGHT OF WAY ON EAST.

SURVEYOR'S NOTES

1. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
2. SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
3. ALL STRUCTURE, DRAINAGE, UTILITY, TREE AND OTHER SYMBOLS ARE NOT TO SCALE AND ARE FOR INFORMATION ONLY.
4. ATTENTION IS DIRECTED TO THE FACT THAT THE SCALE OF THESE MAPS MAY BE ALTERED BY REPRODUCTION AND/OR ELECTRONIC FILE CONVERSION OF THE ORIGINAL DRAWING FILE FORMAT. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

Scale 1" = 140'

LEGEND

△ - CENTRAL ANGLE (DELTA)	POB - POINT OF BEGINNING	ID - IRON DEED	EP - EDGE OF PAVEMENT	BW - BRICKWALL	FL - FLOWLINE
R - RADIUS	CM - CONCRETE MONUMENT	LS - LAND SURVEYOR	ER - EDGE OF ROAD	ADD. - ADDITION	WL - WATER LINE
L - ARC LENGTH	POC - POINT OF COMMENCEMENT	(C) - CALCULATED	ASPH - ASPHALT	CLURR - CENTERLINE RAILROAD	EW - EDGE OF WATER
CH - CHORD	ILLEG. - ILLEGIBLE	ESMT - EASEMENT	CONC - CONCRETE	RRBAL - RAILROAD BALLEST	CO. - COUNTY
PC - POINT OF CURVATURE	P/L - PROPERTY LINE	PCL - PARCEL	BOC - BACK OF CURB	INV. - INVERT	SEM. - SEMINOLE
PT - POINT OF TANGENCY	R/W - RIGHT-OF-WAY LINE	UTIL - UTILITY	FOC - FACE OF CURB	NG - NATURAL GROUND	BLDG - BUILDING CORNER
PRC - POINT OF REVERSE CURVE	AVE. - AVENUE	STR - SECTION-TOWNSHIP-RANGE	D/W - DRIVEWAY	BRK - GRADE BREAK	BWF - BARBED WIRE FENCE
PCC - POINT OF COMPOUND CURVATURE	ST. - STREET	WDF - WOOD FENCE		TOB - TOP OF BANK	CLF - CHAIN LINK FENCE
RCP - REINFORCED CONCRETE PIPE	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	RR- R.R.ALIGNMENT		BOB - BOTTOM OF BANK	SPRK - SPRINKLER
PVC - POLYVINYL CHLORIDE	ORB - OFFICIAL RECORDS BOOK	SW - SIDEWALK		CBW - CONCRETE BLOCK WALL	WV - WATER VALVE
CPP - CORRUGATED PLASTIC PIPE	PB - PLAT BOOK	HFW - HOG WIRE FENCE		MES - MITERED END SECTION	
INV. - INVERT	PG. - PAGE (S)				
PSM - PROFESSIONAL SURVEYOR & MAPPER	CCR - CERTIFIED CORNER RECORD				
P.C.P. - PERMANENT CONTROL POINT					

WATER MAIN MARKER, RECLAIMED WATER VALVE, WELL, DRAINAGE MANHOLE, MITERED END SECTION, TELEPHONE MANHOLE, TELEPHONE MARKER, TELEPHONE RISER, SEWERMAIN MARKER, CATCH BASIN, TRAFFIC SIGNAL BOX, TRAFFIC SIGNAL POLE, AIR RELEASE VALVE, BACKFLOW PREVENTER, MAILBOX, SIGN, ENVIRONMENTAL FLAG, SHRUB, GUY ANCHOR, GUY POLE, UTILITY POLE, BLOWOFF, UTILITY RISER, CABLE TELEVISION RISER, CABLE TELEVISION MARKER, ELECTRIC BOX, ELECTRIC MANHOLE, UNDERGROUND ELECTRIC MARKER, ELECTRIC RISER, FIRE HYDRANT, LIGHT, WATER METER, GAS METER, GAS VALVE, GAS MARKER, ELECTRIC RISER, LIGHT, IRRIGATION VALVE, WATER METER, GAS METER, GAS VALVE, GAS MARKER, SANITARY MANHOLE, SEWER VALVE, SANITARY CLEANOUT, DRAINAGE MANHOLE, SPOT ELEVATION, TELEPHONE MANHOLE, TELEPHONE MARKER, TELEPHONE RISER, TRAFFIC SIGNAL BOX

SEMINOLE COUNTY
SURVEY SECTION
OF THE
ROADS-STORMWATER DIVISION
OF THE
PUBLIC WORKS DEPARTMENT

149 BUSH LOOP BLVD.
SANFORD, FLORIDA 32773
407-665-5647

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS LAID OUT IN STATE STATUES 472 AND FLORIDA ADMINISTRATIVE CODE 5J-17 AND THAT SAID SURVEY WAS DONE UNDER MY DIRECT SUPERVISION.

BY: 04/17/2025
RAYMOND F. PHILLIPS P.S.M. FL. LICENSE # 7015

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bearings are based on: ASSUMED DATUM, HOLDING THE WEST LINE OF THE S.W. 1/4 OF SECTION 32-19-31, AS BEING N 0° 11' 25" W

REVISIONS

Date	Description	By

DETAILS

Job #: 25-016	Scale: 1" = 140'
Date: 04/16/2025	Drawn By: T.E.
Field Date: 04/14/2025	Checked By: R.F.P.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE PLI (PUBLIC LANDS AND INSTITUTIONS) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS; 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 Midway Loop Trail Rezone, dated August 12, 2025.

(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 PLI (Public Lands and Institutions) as refenced below:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT "B" FOR BOOUNDARY 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. 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 upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 12th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, CHAIRMAN

EXHIBIT A

LEGAL DESCRIPTION

The East ½ of the Southwest ¼, LESS the North 850.00 feet of the East 850.00 feet thereof, and the South 7/8 of the West ½ of the Southwest 1/4 , and the East ½ of the North 1/8 of the West ½ of the Southwest ¼ of Section 32, Township 19 South, Range 31 East, Less that part lying in ROSELAND PARK'S 1st ADDITION as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida, and LESS right-of-way for Brisson Avenue and ALSO LESS a parcel of land being more particularly described as follows: Begin at the South ¼ corner of Section 32, Township 19 South, Range 31 East and run N 89 degrees 36'24" W along the South line of the Southwest ¼ of said Section 32, 2656.16 feet to the Southwest corner of said Section 32, thence run N 00 degrees 09'32" E along the West line of said Southwest 1/4, 1574.80 feet, thence run S 89 degrees 48'59" East 2651.74 feet to a point on the East line of said Southwest 1/4 , thence run South along said East line, 1584.53 feet to the Point of Beginning;

TOGETHER WITH, the West 5/8 of the South ½ of the Northwest ¼ of Section 32, Township 19 South, Range 31 East, LESS that part plotted in ROSELAND PARK as recorded in Plat Book 7, Page 51 and ROSELAND PARK'S 1st ADDITION as recorded in Plat Book 7, Page 66 of the Public Records of Seminole County, Florida, AND ALSO LESS right-of-way for Railroad on North;

AND TOGETHER WITH, the North 850 feet of the East 850 feet of the NE ¼ of the SW ¼ of Section 32, Township 19 South, Range 31 East, less road right-of-way on East.

ALL OF:

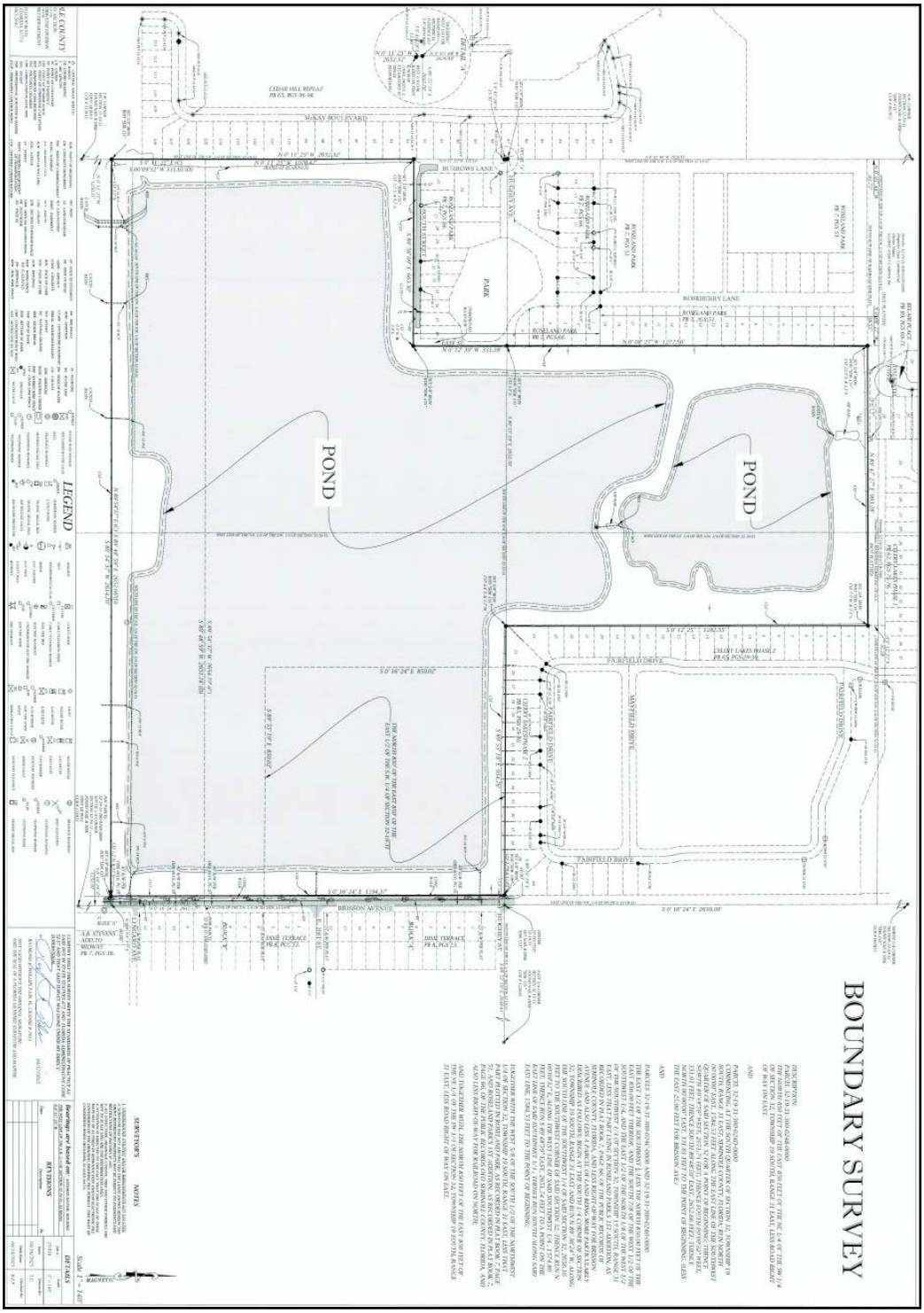
The South ½ of the Southwest ¼ of Section 32, Township 19 South, Range 31 East, Seminole County, Florida, lying South of the South line of the lands descried in Official Records Book 3896, Page 1599 and North of the North line of the lands described in Official Records Book 6661, Page 515, both of the Public Records of Seminole County, Florida. Less and except any portion lying within the right of way of Brisson Avenue.
Being a portion of the lands described in Official Records Book 1814, Page 955 of the Public Records of Seminole County, Florida.
Containing 0.612 acres, more or less.

AND

ALL OF:
"Commencing at the South Quarter corner of Section 32, Township 19 South, Range 31 East, Seminole County, Florida; run North 00˚00'00" East, 1584.53 feet along the East line of the Southwest Quarter of said Section 32 for a Point of Beginning; thence North 89˚48'59" West, 2651.74 feet; thence South 00˚09'32" West, 331.61 feet; thence South 89˚48'59" East, 2652.66 feet; thence North 00˚00'00" East, 331.61 feet to the Point of Beginning. (Less the East 25.00 feet for Brisson Ave.)"

EXHIBIT B

BOUNDARY SURVEY



Midway Trail Public Meeting

Meeting Date/Time:	Thursday, August 22, 2024 6:00 p.m.
Location:	Midway Community Center, 2251 Jitway Ave, Sanford FL, 32771

Overview

The Midway Trail project involves the design and construction of a one-mile, ten-foot wide asphalt trail in the Midway area of Sanford to address an unmet need for local residents and provide open green space where other local parks are experiencing heavy use. The Midway Trail will originate at Roseland Park and connect to an adjacent 85-acre stormwater pond and surrounding property which is currently inaccessible to the public. There is also an opportunity to connect to Midway Park as well as provide a connection on Brisson Avenue from the Lake Monroe Loop Trail to State Road 46.

As part of the design process, the Seminole County Parks and Recreation Division hosted a public meeting on August 22, 2024 to share the most recent design plans and seek feedback from members of the Midway community.

Meeting Highlights

Number of Attendees: 18
Number of Comment Forms Filled Out: 1

Community Input/Questions

The following is a summary of key statements and questions raised by several community members during the meeting. All questions and concerns were answered by staff.

- How wide and how long will the sidewalk be?
- How frequently will they be doing upkeep of the trail area?
- Will there be an area for public parking?
- Will there be a dedicated dog park or area? I'm worried about when they don't pick up after them.
- When is the connection to the other parks happening?
- When is the completion for this scheduled?
- Will there be parking on the east side? I think there should be.
- What is the American Rescue Plan Act? Exactly how much money do we have allocated to this?
- How much of the 90 million of ARPA in funding was allocated here in Seminole County for this project?
- Will the existing sidewalk on Brisson Ave be expanded upon?
- Will there be restrooms? Did the first plan have restrooms?
- I wish we had the original Master Plans so the community could compare and contrast those original concepts with what is being proposed now.

- Is there an estimated cost to complete the trail to what the original concepts showed?
- We want input on what the County is going to offer us before you show it to us and we haven't had that. We need input on this from the beginning.
- Have the Consultant fees so far been coming out of the ARPA funds? So how much do we have left?
- We don't want the trail to just be asphalt with no edging, etc.

The majority of discussion was held around the following community input, summarized below:

- A lot of the original design has changed dramatically. When I look at the scale of what was proposed before versus what you are showing us now – the percentage of what is being changed I would think is at least 60% different.
- How much County dollars have been allocated towards this project? That's problematic that none have been allocated. We need to have a strong commitment from our County commissioner. It does not serve the community well to just tie into this an existing sidewalk. It needs to be elevated with more amenities to serve the greater Seminole County area needs. We want in writing that the County is committed to use County dollars and to make sure that there are further phases to this project. We are taxpayers. I met with City of Sanford Commissioner from District 2, Kerry Wiggins, who said he would be interested in working with the County on this. I understand we need to spend these ARPA funds or we lose it, but we don't have anything in writing guaranteeing us that you will come back for future phases to resemble what we originally wanted.



MIDWAY TRAIL LOOP

PUBLIC MEETING

Thursday, August 22 at 6:00 p.m.

Midway Community Center
2251 Jitway Ave, Sanford

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

MIDWAY TRAIL
SIGN IN SHEET

Name	Email	Phone	Address
Beatrice Wells		321 363 4137	
Frances Martin			
Daron Harper		407 417 3555	2460 Randell St
Emory Green JR	Midway Coalition gmail	407 474 0863	
Diana Pillay	diana.pillay714@gmail.com	407-227-9	467 / 402 Fairfield Dr
LaTonya Jones	Midway PTA		
Bretta Hampton	bretta.hampton@scps.k12.fl.us	407-590-8844	
Timothy Van Hoven			
Sylvia Blake	sblake120116@outlook.com		
Mrs Mrs Harold Jordan		315-728 8399	
Felicia Green	feliciagreen6323@gmail	(407) 474-2993	2480 Byrd Ave-Sanford
Ann Hampton			3130 Lincoln St.
Shannon Green	Coalition		2240 Church St
Vivian Mathis			
Emory Green	Resident	407-314-5500	2181 Brisson Ave
Peaty Green	Resident		
Shawna Hopkins	Resident	407-322-3317	320 Casa Marina Dr.
Autumn Garick	resident		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE



MIDWAY TRAIL

Project Overview

- One-mile, ten-foot wide asphalt trail originating at Roseland Park and Brisson Avenue
- Three amenity features including a shaded plaza, exercise station, and boardwalk pier
- Shade-creating canopy trees and resting areas with benches to be placed along the trail

Share your comments and feedback
seminolecountyfl.gov/midway



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COMMENT FORM
Midway Trail Public Meeting

Name: Ann Hampton

Address: 3130 Lincoln St
Sanford

Phone:

Email:

Comment: I am glad I was in attendance for the Midway Trail Project. Gain soo much info.

Please continue comment on back of form if needed.

Would you like a project representative to get back to you?

◯ Yes ☑ No

Please note that comments will become part of the public record.

Topic: Midway Loop Trail Rezone PZ25-2000002

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, Project Number PZ25-2000002, is from A-1 (agriculture) to PLI (Public Lands and Institutes) for a proposed public trail and other future public recreational facilities.

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)**
This rezone is a necessary step in order to continue with an already budgeted and approved County initiated project for a public trail and future recreational facilities. The rezone process has an application fee that is absorbed by the County, as well as staff time and resources. These resources are already budgeted items in normal departmental functions.
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.**
There is not a direct economic impact on private or for profit businesses. This rezone proposes a change in zoning from A-1 (Agriculture) to PLI (Public Lands and Institutes) for property that is owned by the County. The property is almost entirely occupied by an abandoned borrow pit, which is now being proposed to have a trail surrounding it for public recreation.
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.):**
Zero (0).

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028

WEDNESDAY, JULY 2, 2025
6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

Present (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

Absent (2): Vice Chairman Brandy Ioppolo and Commissioner Brandy Ioppolo

ACCEPT PROOF OF PUBLICATION

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to accept the Proof of Publication. **The motion passed unanimously**.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

APPROVAL OF MINUTES

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to approve the May 7, 2025 Minutes, as submitted. **The motion passed unanimously.**

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

TECHNICAL REVIEW ITEMS:

Nodding Pines Preliminary Subdivision Plan - Approve the Preliminary Subdivision Plan for the Nodding Pines Subdivision containing thirty-one (31) residential lots on 17.42 acres zoned R-1AA (Single Family Dwelling) located east of Nodding Pines Way, approximately ¼ mile south of Red Bug Lake Road; (William J. Crawford, Applicant) District1 - Dallari **(Annie Sillaway, Senior Planner).**

Annie Sillaway, Principal Planner - presented this item as stated in the Staff report. She further stated that the subject property has a Low Density Residential Future Land Use, which allows a maximum of four (4) dwelling units per net buildable acre. The Preliminary Subdivision Plan (PSP) proposes 31 single family residential lots with a maximum density of 2.45 dwelling units per net buildable acre. The development will have one (1) access point onto Notting Pines Way and the proposed development is located within the Seminole County utilities district and will be required to connect to water and sewer. Staff finds the PSP is in compliance with all applicable provisions of Chapter 35 of the Seminole County Land Development Code and requests approval of this Technical Review item.

Ben Beckham, for the applicant, with Madden, Moorhead & Stokes in Maitland, Florida. Mr. Beckham stated that he is available to answer any questions the Board may have.

No one from the audience spoke on this item and no written comments were received.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve the Nodding Pines Preliminary Subdivision Plan. **The motion passed unanimously.**

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

PUBLIC HEARING ITEMS

Miyaji Sushi & Hibachi Special Exception – Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 9.51 acres, located on the south side of W. Lake Mary Boulevard, east of Sun Drive; BS2025-08 (Wen Zheng, Applicant) District4 – Lockhart (**Hilary Padin, Planner).**

Hilary Padin, Planner - presented this item as stated in the Staff report. She further stated that the applicant currently operates a bonafide restaurant and would like to serve beer and wine for on-site consumption. The restaurant is 2,000 square feet in size and seats 56 patrons, with no outdoor seating. The hours of operation are Monday through Thursday from 11:00 AM to 10:00 PM, Friday and Saturday from 11:00 AM to 10:30 PM, and Sunday from noon to 9:30 PM. The restaurant is located within an existing planned shopping center 544 feet from UCP Early Seminole Learning Center off of Sun Drive to the north, which does not meet the 1,000 foot separation from the school as required by Section 30.6.6.2(d) of the Seminole County Land Development Code (SCLDC). The SCLDC states that certain criteria must be met for the Board of County Commissioners to approve a Special Exception request. Staff finds that the requests meets the four (4) criteria. On June 8, 2025, the applicant held a community meeting in compliance with the SCLDC. Details of this community meeting have been provided to the P&Z Board's agenda packet. Staff recommends that the Planning & Zoning Commission recommends the Board of County Commissioners approve the Miyaji Sushi & Hibachi Special Exception request with the conditions stated in the Development Order to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the associated PD Zoning district.

Commissioner Carissa Lawhun stated that the Staff analysis reflects existing restaurants in

the same shopping center that serves alcohol and asked if those restaurants also received Special Exceptions previously granted. Ms. Padin responded that some were "grandfathered" in, as they existed prior to the school. She further stated that no Special Exceptions for any other restaurants were found.

Wen Zheng, the applicant, of Orlando, Florida, stated that this shopping plaza has multiple restaurants and are currently serving alcohol. The Don Julio's restaurant has a full liquor license and they are only planning to sell beer and wine at their Japanese Fusion restaurant. The saki or sushi will be perfectly matched with beer or wine as requested in their application. Mr. Zheng further stated that he feels approving this request will not affect the community, but rather will only bring in more patrons.

Commissioner Dan Lopez asked if the applicant planned to have any outdoor dining and Mr. Zheng responded that they have no space to have outdoor dining.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Dan Lopez to approve and refer the Miyaji Sushi & Hibachi Special Exception to the Board of County Commissioners. **The motion passed unanimously**.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

Midway Loop Trail Rezone – Consider a Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and other future recreational facilities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46; (Z2025-05) (Daniel Heacock, Seminole County Leisure Services / Greenways & Natural Lands, Applicant) District 5 - Herr **(Kaitlyn Apgar, Senior Planner).**

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that this parcel currently has a Future Land Use designation of Low Density Residential and a zoning classification of A-1, Agriculture. The intent of the Low-Density Residential land use designation is to provide appropriate locations for standard detached single-family residences and allows for limited public uses including publicly owned parks and recreational areas. The request for this rezone is to permit the proposed trail and recreation amenities, which is currently not a permitted use in the A-1 zoning district. The parcel currently exists as a stormwater retention pond and was historically utilized as a borrow pit. The Applicant proposes to develop the subject site as a public trail to be approximately 4,947 feet in length. The site would also contain exercise equipment and a pavilion. The subject site is currently located within the City of Sanford's utility service area. At this time, the proposed trail project does not require any utility services. Additional amenities constructed in the future may require utility connection and will be appropriately reviewed at that time. There is an existing sidewalk along Brisson Avenue that will provide pedestrian access to the subject property. The proposed trail project will modify some of the existing sidewalk to be incorporated into the proposed trail. The trail also proposes connection into Roseland Park at a future phase. The proposed PLI (Public Lands and Institutions) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 8. The

proposed zoning is compatible with the PLI zoned property to the south that currently operates as a school and the surrounding residentially zoned property, as the trail aims to serve the neighborhoods to the north, east, and west. Publicly owned parks and recreational areas are considered Special Exception uses in the Low Density Residential land use designation, however, are permitted by right if included in a zoning district compatible with the Low Density Residential land use designation. PLI is an allowable zoning classification for the Low Density Residential land use designation, per the Comprehensive Plan. Pursuant to Seminole County Land Development Code Sec. 30.3.5.1., the Applicant previously conducted adequate community meetings and outreach initiatives, thus the requirement for an additional community meeting was waived by the Planning Division Manager. The applicant conducted a community meeting on August 22, 2024 and details of this meeting has been provided in the Board's agenda package. Staff requests the Planning and Zoning Commission approve and refer the Midway Loop Trail Rezone to the Board of County Commissioners.

Chairman Mike Lorenz asked if the retention pond will remain onsite without any changes and Ms. Apgar responded yes, that is correct.

Commissioner Lourdes Aguirre asked if the site is currently used as a trail. Ms. Apgar responded no, there is not an existing trail. This request as presented is to allow the Rezone for the development of the trail.

Dan Heacock, of Seminole County Parks and Recreation, is the Project Manager for this request. Mr. Heacock stated that this is a simple and straightforward request for a trail. He further stated that this is a community that hasn't seen a lot of investment and they feel this will be a valuable project for the community.

Emory Green, Jr., of Sanford, stated that he is the Executive Director of the Midway Coalition. He recognized all of the residents from historic Midway that showed up at this meeting tonight. He further stated that this project has been underway for decades. It has been an eyesore in the past from dilapidated fences to Code Enforcement, but the residents have remained steadfast in their focus to make sure that this becomes a beautiful green space for the thousands of residents that are now in this historic community. One of the great things about this project is that they've seen it come from a cow pasture to producing the overpasses by taking the fill dirt for SR 417, to now becoming one of Seminole County's most beautiful assets. With the support of our County Commissioners and specifically the surrounding residents, they feel the preservation of this park is enriched by the history of the migrants in which it was established back in the 1920's. They have a utility, called the Midway Canaan Community Water Association and they want to ensure that, if and when the time comes, that all parties including the City of Sanford, Midway Canaan Community Water Association, and the residents are at the table to figure out the long term plans of their community. They feel this park will be a treasured asset for Seminole County.

The Chairman passed the provided audience written comments in support for this request to each Board member.

No one else spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Lourdes

Aguirre, to approve and refer the Midway Loop Trail Rezone to the Board of County Commissioners. **The motion passed unanimously.**

Neysa Borkert, Deputy County Attorney, addressed the members of the public and stated that if anyone has any specific questions on this request, to please speak with the project manager, Kaitlyn Apgar or the County representative, Mr. Dan Heacock. The next hearing of this request will be before the Board of County Commissioners, currently scheduled for August 12, 2025 at 1:30 PM. This is subject to change.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

CLOSING BUSINESS

The Planning & Development Manager had nothing to report.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:25 PM.

File Number: 2025-703

Title:

Miyaji Sushi & Hibachi Special Exception - Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 9.51 acres, located on the south side of W. Lake Mary Boulevard, east of Sun Drive; BS2025-08 (Wen Zheng, Applicant) District4 - Lockhart (**Hilary Padin, Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Jose Gomez, Development Services Director

Contact/Phone Number:

Hilary Padin/407-665-7331

Background:

The Applicant currently operates an existing bona fide restaurant and would like to serve beer and wine for on-site consumption. The restaurant, located within an existing planned shopping center, is 544 feet from UCP Seminole Early Learning Center, which does not meet the 1,000-foot separation from schools as required by Section 30.6.6.2 (d) of the Seminole County Land Development Code (SCLDC).

The restaurant is 2,000 square feet in size and seats fifty-six (56) patrons, with no outdoor seating. The hours of operation are currently Monday through Thursday from 11:00 am to 10:00 pm, Friday and Saturday from 11:00 am to 10:30 pm, and Sunday from noon to 9:30 pm.

Staff Findings:
In reviewing Special Exception requests, Section 30.3.1.5(a) of the Seminole County

Land Development Code requires that the Planning and Zoning Commission hold a public hearing to consider the proposed Special Exception and submit written recommendations to approve with conditions or deny the request to the Board of County Commissioners for official action. After review of the Special Exception request and a public hearing, the Board of County Commissioners may approve the request if it is determined 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:

Staff Analysis:

The restaurant is within an existing shopping center, where there are several restaurants that serve alcohol and other retail commercial uses. Therefore, it is not detrimental to the character or inconsistent with the trend of development of the area.

(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes:

Staff Analysis:

The establishment is located within an existing shopping center, where traffic calculations have already been performed to support the commercial use. The site fronts on a main thoroughfare, with an entrance from Lake Mary Boulevard, and a second entrance from Sun Drive with the required parking provided onsite; therefore, the alcoholic beverage establishment is not expected to have an unduly adverse effect on existing traffic patterns, movements, and volumes.

(3) Is consistent with the County's Comprehensive Plan:

Staff Analysis:

The subject property has a Future Land Use (FLU) designation of Commercial (COM). Pursuant to the Seminole County Comprehensive Plan, the purpose and intent of this designation is to provide 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 Commercial Future Land Use permits alcoholic beverage establishments pending Special Exception approval. This property is located on W. Lake Mary Boulevard, a principal arterial roadway, within the urban area of Seminole County; and therefore, is consistent with the Seminole County Comprehensive Plan.

(4) **Will not adversely affect the public interest**:

Staff Analysis:

The Etor Planned Development allows uses permitted within the C-2 (General Commercial) district, where alcoholic beverage establishments are allowed with the granting of a Special Exception. Within this planned shopping center and all along W. Lake Mary Boulevard, exists numerous restaurants that serve alcohol. Also, as measured by the Code, there is 544 feet of separation between the front property line of the plaza and the school's property line, which does not meet the 1,000 foot requirement. However, the distance exceeds the requirement when measuring from the front door of the establishment to the front door of the school on the north side of Sun Drive. Therefore, the granting of the subject Special Exception will not adversely affect the public interest.

Community Meeting

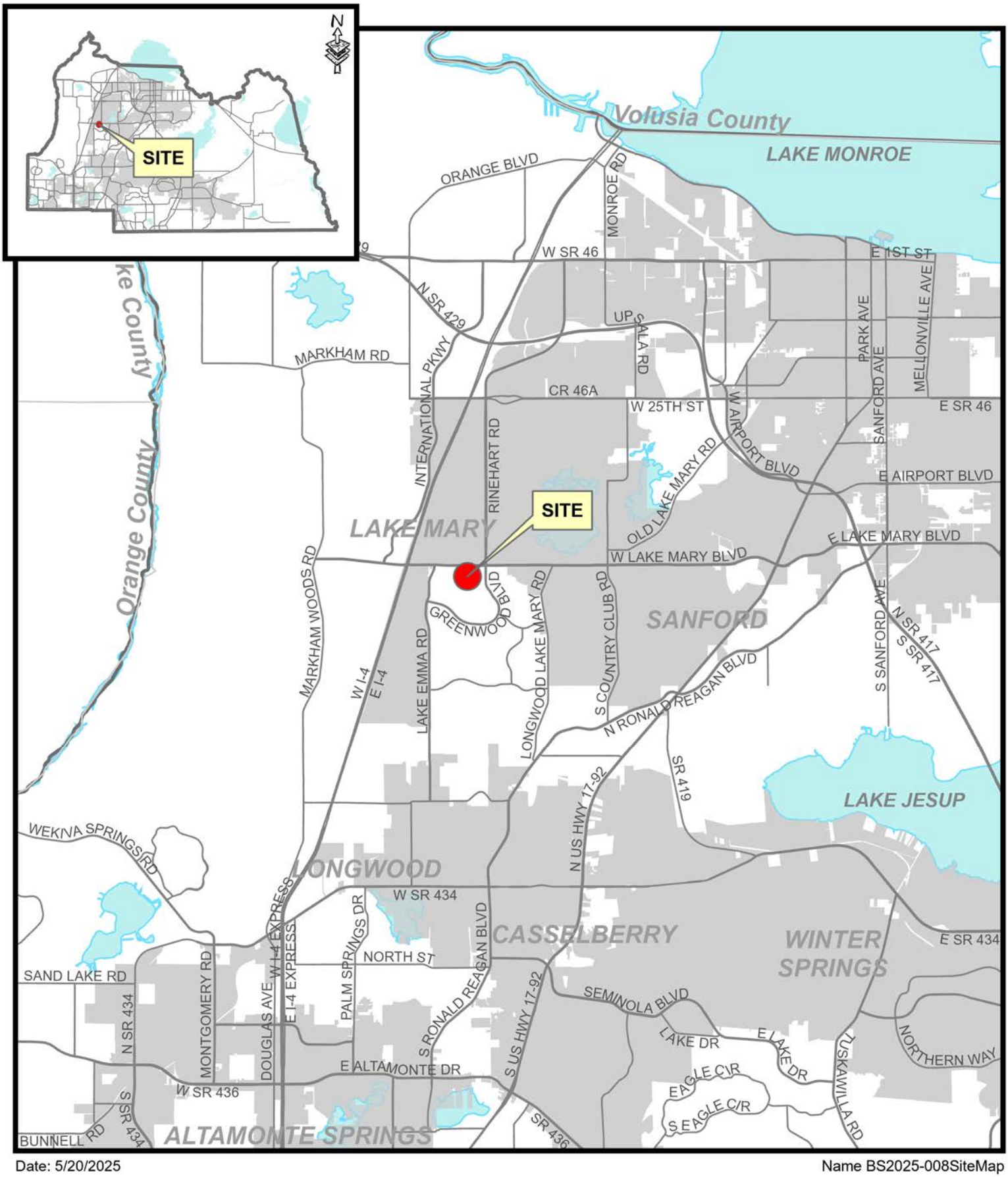
In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community meeting procedures, the Applicant conducted a community meeting on June 8, 2025. Details of the community meeting have been provided in the agenda package.

Planning and Zoning Commission

The Planning and Zoning Commission met on July 2, 2025, and voted unanimously to recommend the Board of County Commissioners approve the Special Exception. The P&Z minutes are provided in the agenda package.

Requested Action:

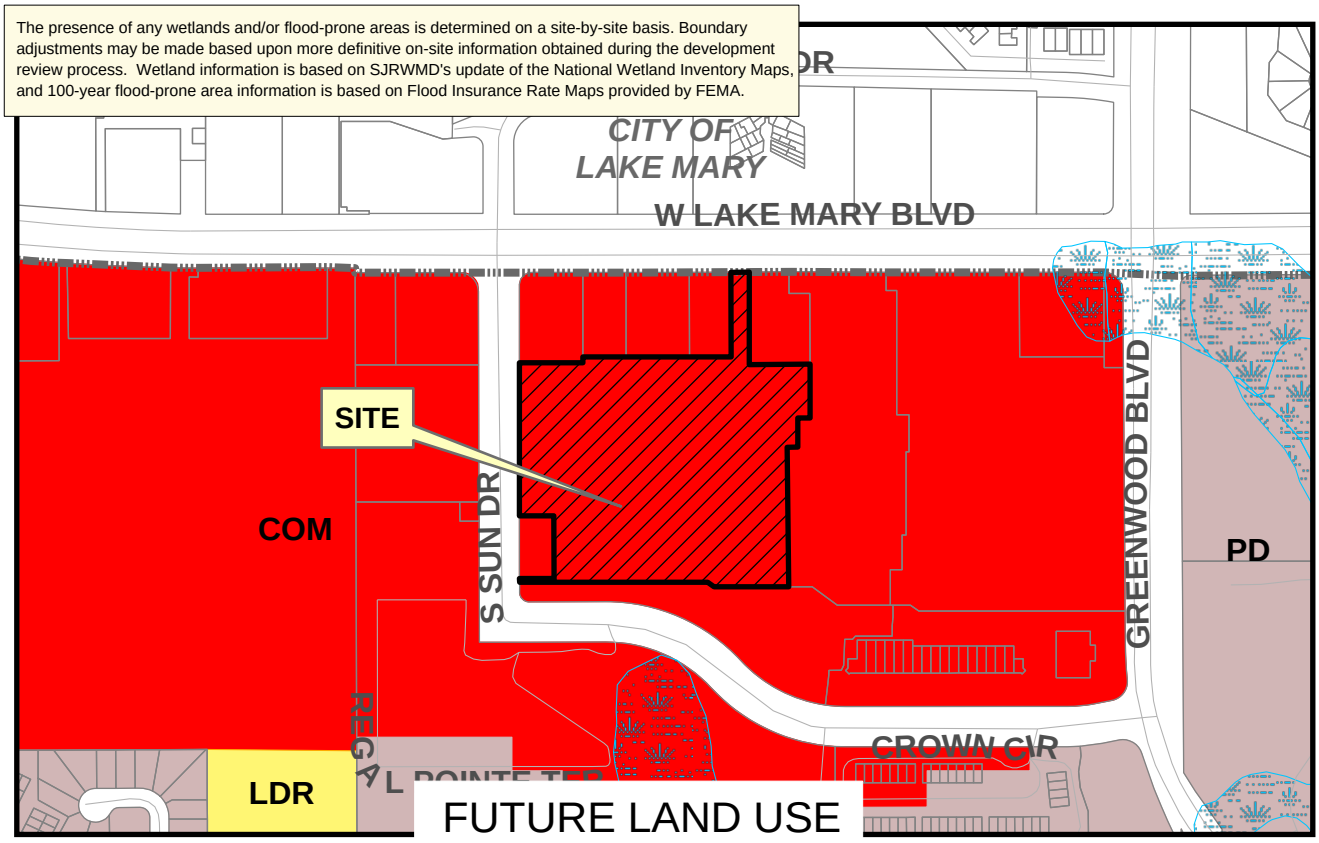
Staff requests the Board approve the Special Exception with the conditions stated in the Development Order to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 9.51 acres, located on the south side of W. Lake Mary Boulevard, east of Sun Drive.



Date: 5/20/2025

Name BS2025-008SiteMap

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.

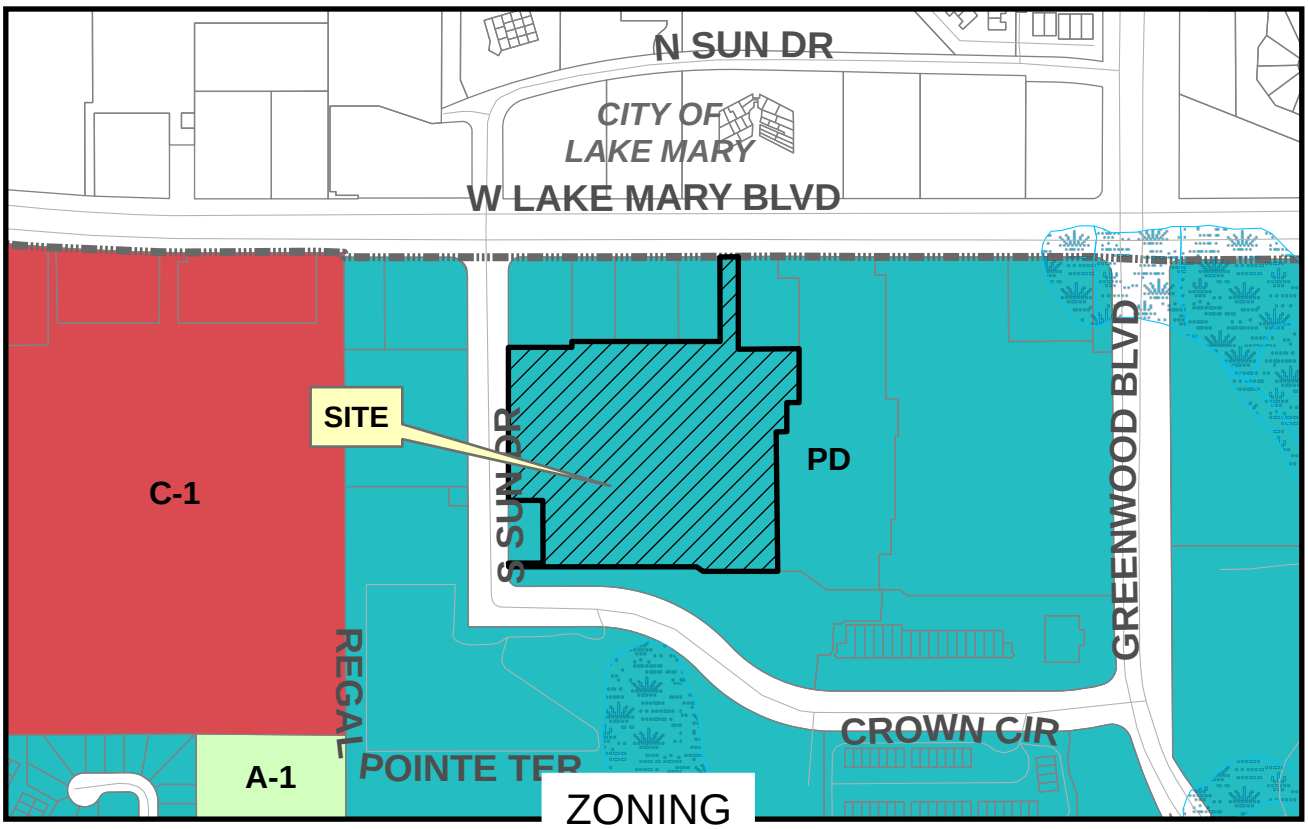


FUTURE LAND USE

Site | CONS | Municipality | COM | LDR | PD

Project Name: Miyaji Sushi & Hibachi
Project No.: BS2025-008
Applicant: Wen Zheng

Project Future Land Use: COM
Project Zoning: PD

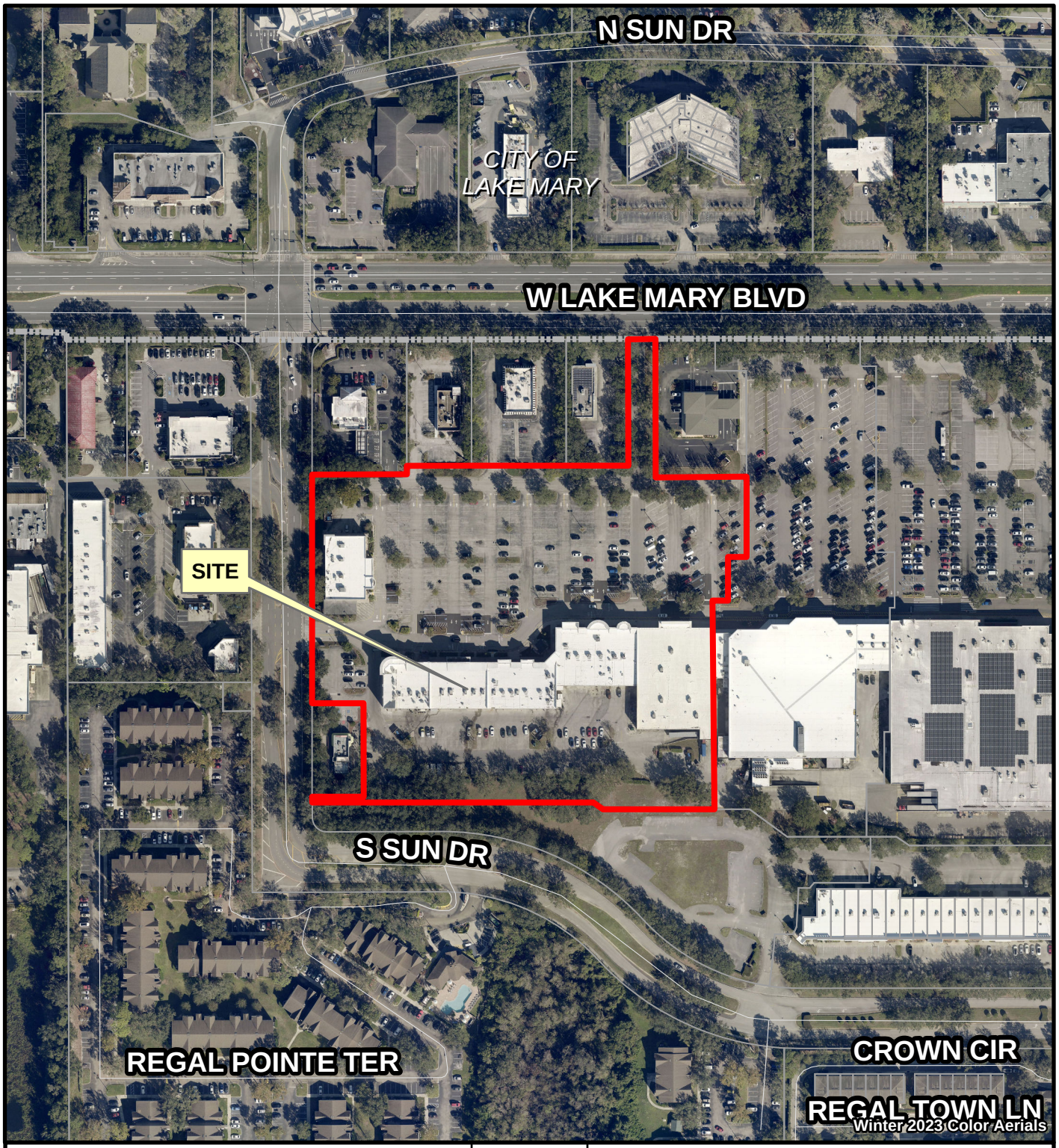


ZONING

Date: 6/9/2025

Name BS2025-008FLUandZoning

CONS | Site | Municipality | A-1 | C-1 | PD



Project Name: Miyaji Sushi & Hibachi
Project No.: BS2025-008
Applicant: Wen Zheng

Project Location:
4265 W Lake Mary Blvd
Lake Mary, FL 32746

N

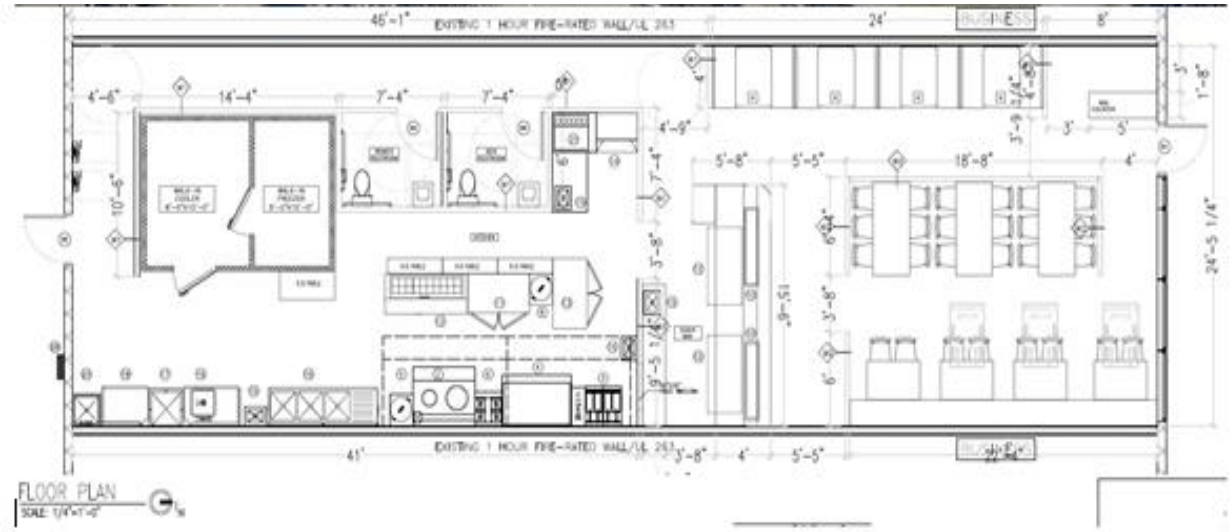
Site

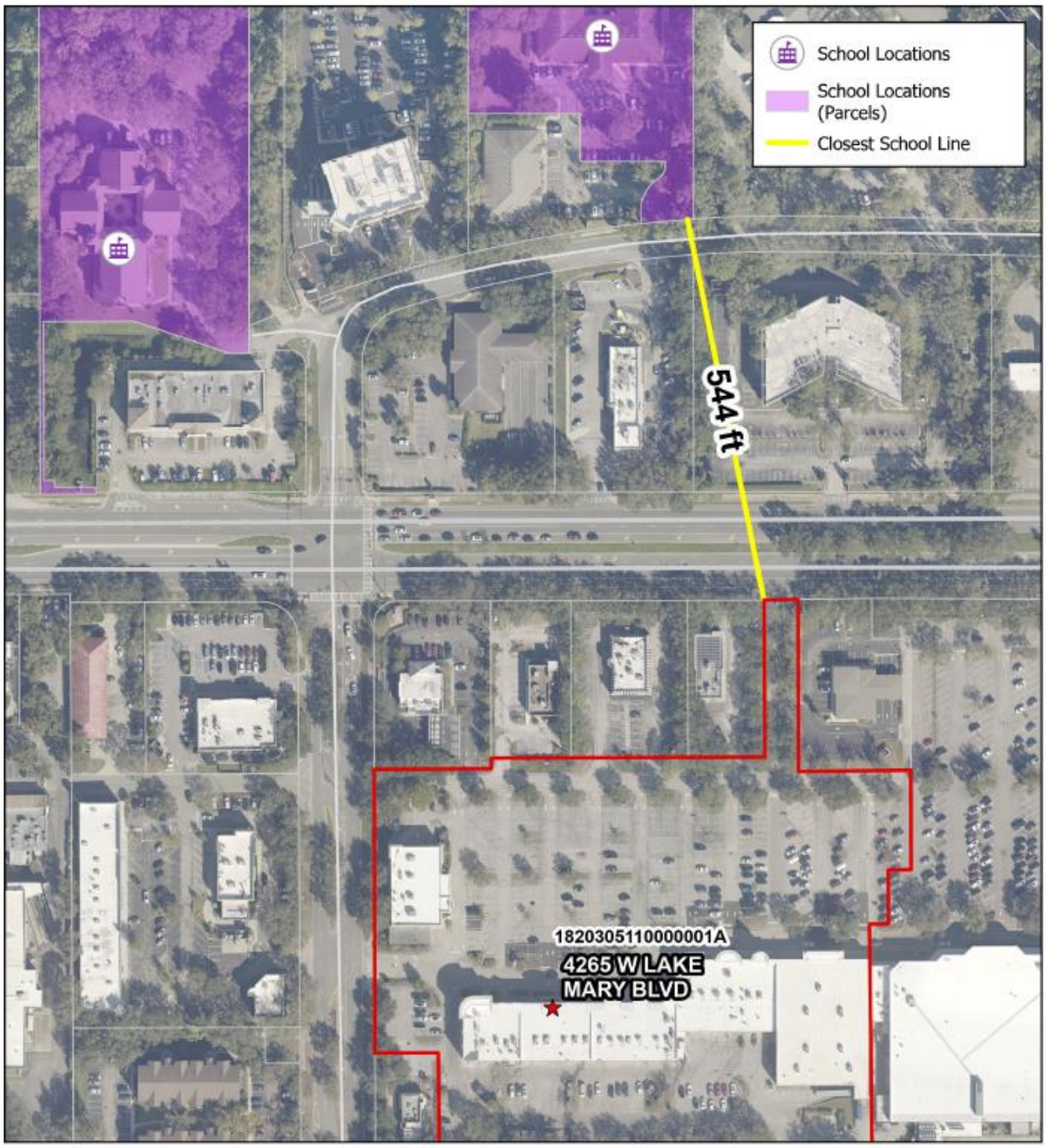
Municipality

Date: 6/9/2025

Name BS2025-008Aerial

FLOOR PLAN


46'-1"
EXISTING 1 HOUR FIRE-RATED WALL/UL 263
24'
BUSINESS
8'
4'-6"
14'-4"
7'-4"
7'-4"
4'-9"
5'-8"
5'-5"
18'-8"
4'
3'-9"
3'
5'
1'-8"
10'-5"
7'-4"
3'-8"
24'-5 1/4"
9'-5 1/4"
3'-8"
6'
41'
EXISTING 1 HOUR FIRE-RATED WALL/UL 263
3'-8"
4'
5'-5"
FLOOR PLAN
SCALE: 1/4"=1'-0"


School Locations
School Locations (Parcels)
Closest School Line
544 ft
1820305110000001A
4265 W LAKE MARY BLVD

SEMINOLE COUNTY
APPROVAL DEVELOPMENT ORDER

On August 12, 2025, Seminole County issued this Development Order relating to and touching and concerning the following described property:

PART OF LOT 1 DESCRIBED AS BEG SW COR RUN N 571.73 FT E 165 FT N 15 FT E 386 FT N 220 FT E 41.03 FT S 240.66 FT E 168.58 FT S 139.99 FT W 32 FT S 76 FT W 27.22 FT S 362.08 FT W 192.81 FT N 53 DEG 57 MIN 05 SEC W 20.3 FT W 489.96 FT TO BEG (LESS BEG 12 FT N OF SW COR RUN N 163 FT E 90 FT S 163 FT W TO BEG) GREENWOOD AT LAKE MARY PB 45 PGS 67 & 68

(The above described legal description has been provided by Seminole County Property Appraiser.)

A. FINDINGS OF FACT

Property Owner: LAKE MARY STATION LLC
11501 NORTHLAKE DR
CINCINNATI, OH 45249

Project Name: MIYAJI SUSHI & HIBACHI - SPECIAL EXCEPTION

Requested Development:

Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district.

The findings reflected in the record of the August 12, 2025, Board of County Commissioner's meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

The development approval sought is consistent with the Seminole County Comprehensive Plan and is in compliance with applicable land development regulations and all other applicable regulations and ordinances.

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned 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, to the extent that such requirements are not inconsistent with this Development Order.

(3) The conditions upon this development approval are as follows:

a. The Special Exception granted applies only to the restaurant as depicted on the Special Exception Site Plan.

b. The layout of the proposed uses will be substantially consistent with that which is depicted on the Special Exception Site Plan, attached hereto as “Exhibit A”.

c. No building or outdoor area associated with the Special Exception may be increased without approval from the Board of County Commissioners.

d. The seating shall be capped at fifty-six (56) total seats and may not be increased without Board approval.

e. No outdoor seating is permitted.

f. The hours of operation are currently Monday through Thursday from 11:00 am to 10:00 pm, Friday and Saturday from 11:00 am to 10:30 pm, and Sunday from noon to 9:30 pm. The hours of operation may be modified without approval from the Board of County Commissioners, but cannot exceed 10:30 pm without approval.

g. All alcoholic beverage establishments shall comply with Seminole County Code Section 15.17 unless otherwise provided for herein.

h. The development must continue to comply with the Etor PD requirements as stated in Development Order 90-1017 and the associated Developer’s Commitment Agreement.

(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 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) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

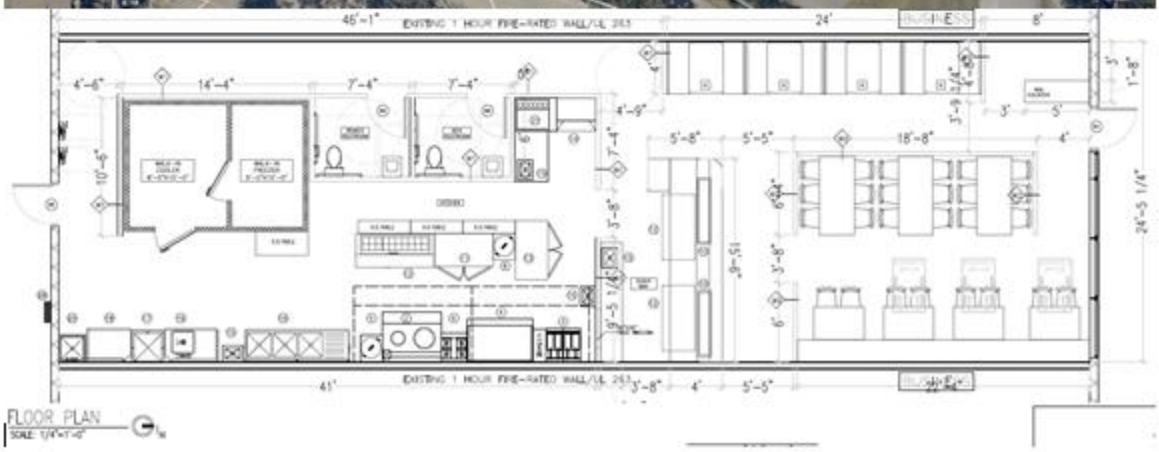
(7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property 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.

Done and Ordered on the date first written above.

By: _____
Jay Zembower, Chairman
Board of County Commissioners

EXHIBIT A





SEMINOLE COUNTY PLANNING & DEVELOPMENT DIVISION
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771
(407) 665-7371 PLANDESK@SEMINOLECOUNTYFL.GOV
www.seminolecountyfl.gov

ALCOHOL LICENSE SEPARATIONS FORM

The closest church is 1061.3 **feet, whose parcel ID is** 07-20-30-518-0000-0020
Churches shall be no closer than 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.

The closest school is 544 **feet, whose parcel ID is** 07-20-30-517-0000-0010
Public, private and parochial schools shall be no closer than 1,000 feet air-line measured from lot line of the alcoholic beverage establishment to the nearest lot line of the school.

If this establishment is in a planned shopping center, the following does NOT apply:
The closest residential property is _____ feet, whose parcel ID is _____
Residential property shall be no closer than 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.

If this establishment is in a planned shopping center, the following does NOT apply:
The closest residential property is _____ feet, whose parcel ID is _____
Residential property shall be no closer than 100 feet measured 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.

If this establishment is in a planned shopping center, the following does NOT apply:
The closest like establishment is _____ feet, whose parcel ID is _____
Like establishments shall be no closer than 500 feet from another like establishment measured between building entrances along the shortest possible line lying entirely within public right-of-way.

To whom it may concern,

We are requesting this special exception for a beer and wine alcohol beverage license, on behalf of EJ Miyaji Inc. DBA Miyaji Sushi & Hibachi. This special exception request is to allow for the procurement of a 2COP beverage license, as such credentials are necessary to the success of the Miyaji Sushi & Hibachi brand and to the success of the business located at 4265 W. Lake Mary Boulevard in Lake Mary. This special exception request is for us to carry a 2COP license to serve beer and wine, because we are 544 feet from a private school nearby, which does not meet the code requirement of 1,000 feet minimum.

Miyaji Sushi & Hibachi is 2,000 square feet with 56 seats total including the sushi bar with a maximum occupancy load of 69. The restaurant will have no outdoor seating.

The hours of operation are Monday thru Thursday from 11:00 am to 10:00 pm, Friday and Saturday from 11:00 am to 10:30 pm and Sunday from noon to 9:30 pm.

We serve Japanese sushi & hibachi. We are primarily a full sushi restaurant and generate more than 90% of our revenue from food sales. Our mission statement is to create a unique and family friendly dining environment experience. Alcohol sales make up only a small, yet important, portion of our business. Our business closes at a reasonable hour and we have many policies in place to ensure that our patrons practice safe and moderate alcohol consumption. Employees in management positions hold ServSafe alcohol certifications and are fully aware of the laws and responsibilities associated with alcohol service. Therefore, the approval of this special exception will not impact nor reflect the safety, comfort, morals or general welfare of the surrounding citizens and will not adversely affect the public interest. We promise this request will not harm the local community or be detrimental to the character of the area or neighborhood.

COMMUNITY MEETING NOTICE

Date: Sunday, June 8, 2025

Time: 9:30-10:30 am

Location: Miyaji Sushi & Hibachi
4265 W. Lake Mary Blvd, Lake Mary, FL 32746

Please join us at this community meeting regarding our Special Exception request to have a beer and wine alcohol license at our new restaurant, Miyaji Sushi & Hibachi.

Seminole County requires a Special Exception as this location is within 1,000 feet of a school, located on Sun Drive.

Sign in sheet
No one show to sign in

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028

WEDNESDAY, JULY 2, 2025
6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

Present (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

Absent (2): Vice Chairman Brandy Ioppolo and Commissioner Brandy Ioppolo

ACCEPT PROOF OF PUBLICATION

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to accept the Proof of Publication. **The motion passed unanimously**.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

APPROVAL OF MINUTES

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Carissa Lawhun to approve the May 7, 2025 Minutes, as submitted. **The motion passed unanimously.**

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

TECHNICAL REVIEW ITEMS:

Nodding Pines Preliminary Subdivision Plan - Approve the Preliminary Subdivision Plan for the Nodding Pines Subdivision containing thirty-one (31) residential lots on 17.42 acres zoned R-1AA (Single Family Dwelling) located east of Nodding Pines Way, approximately ¼ mile south of Red Bug Lake Road; (William J. Crawford, Applicant) District1 - Dallari **(Annie Sillaway, Senior Planner).**

Annie Sillaway, Principal Planner - presented this item as stated in the Staff report. She further stated that the subject property has a Low Density Residential Future Land Use, which allows a maximum of four (4) dwelling units per net buildable acre. The Preliminary Subdivision Plan (PSP) proposes 31 single family residential lots with a maximum density of 2.45 dwelling units per net buildable acre. The development will have one (1) access point onto Notting Pines Way and the proposed development is located within the Seminole County utilities district and will be required to connect to water and sewer. Staff finds the PSP is in compliance with all applicable provisions of Chapter 35 of the Seminole County Land Development Code and requests approval of this Technical Review item.

Ben Beckham, for the applicant, with Madden, Moorhead & Stokes in Maitland, Florida. Mr. Beckham stated that he is available to answer any questions the Board may have.

No one from the audience spoke on this item and no written comments were received.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Richard Jerman to approve the Nodding Pines Preliminary Subdivision Plan. **The motion passed unanimously.**

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

PUBLIC HEARING ITEMS

Miyaji Sushi & Hibachi Special Exception – Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 9.51 acres, located on the south side of W. Lake Mary Boulevard, east of Sun Drive; BS2025-08 (Wen Zheng, Applicant) District4 – Lockhart (**Hilary Padin, Planner).**

Hilary Padin, Planner - presented this item as stated in the Staff report. She further stated that the applicant currently operates a bonafide restaurant and would like to serve beer and wine for on-site consumption. The restaurant is 2,000 square feet in size and seats 56 patrons, with no outdoor seating. The hours of operation are Monday through Thursday from 11:00 AM to 10:00 PM, Friday and Saturday from 11:00 AM to 10:30 PM, and Sunday from noon to 9:30 PM. The restaurant is located within an existing planned shopping center 544 feet from UCP Early Seminole Learning Center off of Sun Drive to the north, which does not meet the 1,000 foot separation from the school as required by Section 30.6.6.2(d) of the Seminole County Land Development Code (SCLDC). The SCLDC states that certain criteria must be met for the Board of County Commissioners to approve a Special Exception request. Staff finds that the requests meets the four (4) criteria. On June 8, 2025, the applicant held a community meeting in compliance with the SCLDC. Details of this community meeting have been provided to the P&Z Board's agenda packet. Staff recommends that the Planning & Zoning Commission recommends the Board of County Commissioners approve the Miyaji Sushi & Hibachi Special Exception request with the conditions stated in the Development Order to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the associated PD Zoning district.

Commissioner Carissa Lawhun stated that the Staff analysis reflects existing restaurants in

the same shopping center that serves alcohol and asked if those restaurants also received Special Exceptions previously granted. Ms. Padin responded that some were "grandfathered" in, as they existed prior to the school. She further stated that no Special Exceptions for any other restaurants were found.

Wen Zheng, the applicant, of Orlando, Florida, stated that this shopping plaza has multiple restaurants and are currently serving alcohol. The Don Julio's restaurant has a full liquor license and they are only planning to sell beer and wine at their Japanese Fusion restaurant. The saki or sushi will be perfectly matched with beer or wine as requested in their application. Mr. Zheng further stated that he feels approving this request will not affect the community, but rather will only bring in more patrons.

Commissioner Dan Lopez asked if the applicant planned to have any outdoor dining and Mr. Zheng responded that they have no space to have outdoor dining.

No one from the audience spoke in favor or in opposition to this request.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Dan Lopez to approve and refer the Miyaji Sushi & Hibachi Special Exception to the Board of County Commissioners. **The motion passed unanimously**.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

Midway Loop Trail Rezone – Consider a Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a proposed trail and other future recreational facilities on approximately 106.96 acres, located on the west side of Brisson Avenue, north of State Road 46; (Z2025-05) (Daniel Heacock, Seminole County Leisure Services / Greenways & Natural Lands, Applicant) District 5 - Herr **(Kaitlyn Apgar, Senior Planner).**

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that this parcel currently has a Future Land Use designation of Low Density Residential and a zoning classification of A-1, Agriculture. The intent of the Low-Density Residential land use designation is to provide appropriate locations for standard detached single-family residences and allows for limited public uses including publicly owned parks and recreational areas. The request for this rezone is to permit the proposed trail and recreation amenities, which is currently not a permitted use in the A-1 zoning district. The parcel currently exists as a stormwater retention pond and was historically utilized as a borrow pit. The Applicant proposes to develop the subject site as a public trail to be approximately 4,947 feet in length. The site would also contain exercise equipment and a pavilion. The subject site is currently located within the City of Sanford's utility service area. At this time, the proposed trail project does not require any utility services. Additional amenities constructed in the future may require utility connection and will be appropriately reviewed at that time. There is an existing sidewalk along Brisson Avenue that will provide pedestrian access to the subject property. The proposed trail project will modify some of the existing sidewalk to be incorporated into the proposed trail. The trail also proposes connection into Roseland Park at a future phase. The proposed PLI (Public Lands and Institutions) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 8. The

proposed zoning is compatible with the PLI zoned property to the south that currently operates as a school and the surrounding residentially zoned property, as the trail aims to serve the neighborhoods to the north, east, and west. Publicly owned parks and recreational areas are considered Special Exception uses in the Low Density Residential land use designation, however, are permitted by right if included in a zoning district compatible with the Low Density Residential land use designation. PLI is an allowable zoning classification for the Low Density Residential land use designation, per the Comprehensive Plan. Pursuant to Seminole County Land Development Code Sec. 30.3.5.1., the Applicant previously conducted adequate community meetings and outreach initiatives, thus the requirement for an additional community meeting was waived by the Planning Division Manager. The applicant conducted a community meeting on August 22, 2024 and details of this meeting has been provided in the Board's agenda package. Staff requests the Planning and Zoning Commission approve and refer the Midway Loop Trail Rezone to the Board of County Commissioners.

Chairman Mike Lorenz asked if the retention pond will remain onsite without any changes and Ms. Apgar responded yes, that is correct.

Commissioner Lourdes Aguirre asked if the site is currently used as a trail. Ms. Apgar responded no, there is not an existing trail. This request as presented is to allow the Rezone for the development of the trail.

Dan Heacock, of Seminole County Parks and Recreation, is the Project Manager for this request. Mr. Heacock stated that this is a simple and straightforward request for a trail. He further stated that this is a community that hasn't seen a lot of investment and they feel this will be a valuable project for the community.

Emory Green, Jr., of Sanford, stated that he is the Executive Director of the Midway Coalition. He recognized all of the residents from historic Midway that showed up at this meeting tonight. He further stated that this project has been underway for decades. It has been an eyesore in the past from dilapidated fences to Code Enforcement, but the residents have remained steadfast in their focus to make sure that this becomes a beautiful green space for the thousands of residents that are now in this historic community. One of the great things about this project is that they've seen it come from a cow pasture to producing the overpasses by taking the fill dirt for SR 417, to now becoming one of Seminole County's most beautiful assets. With the support of our County Commissioners and specifically the surrounding residents, they feel the preservation of this park is enriched by the history of the migrants in which it was established back in the 1920's. They have a utility, called the Midway Canaan Community Water Association and they want to ensure that, if and when the time comes, that all parties including the City of Sanford, Midway Canaan Community Water Association, and the residents are at the table to figure out the long term plans of their community. They feel this park will be a treasured asset for Seminole County.

The Chairman passed the provided audience written comments in support for this request to each Board member.

No one else spoke in favor or in opposition to this request.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Lourdes

Aguirre, to approve and refer the Midway Loop Trail Rezone to the Board of County Commissioners. **The motion passed unanimously.**

Neysa Borkert, Deputy County Attorney, addressed the members of the public and stated that if anyone has any specific questions on this request, to please speak with the project manager, Kaitlyn Apgar or the County representative, Mr. Dan Heacock. The next hearing of this request will be before the Board of County Commissioners, currently scheduled for August 12, 2025 at 1:30 PM. This is subject to change.

Ayes (5): Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Dan Lopez, and Commissioner Richard Jerman

CLOSING BUSINESS

The Planning & Development Manager had nothing to report.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:25 PM.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-738

Title:

Consider an ordinance amending Chapter 245 of the Seminole County Code to adopt a Five-Cent (5) Local Option Fuel Tax pursuant to section 336.02 (1)(b), Florida Statutes on every gallon of motor fuels sold in Seminole County effective January 1, 2026, for a period of fifty (50) years, providing for collection, administration, and use of the tax proceeds for transportation expenditures. Countywide (**Timothy Jecks, Management & Budget Director**)

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Timothy Jecks/407-665-7181

Background:

Seminole County is eligible to levy an additional Five Cent Local Option Fuel Tax pursuant to Section 336.025(1)(b) Florida Statutes on every gallon of motor fuel sold within the county. The tax proceeds will be used for eligible transportation expenditures needed to meet the requirements of the capital improvements element in the County's comprehensive plan, including mass transit facilities in the County which will directly benefit the public through enhanced and accessible transportation network which will improve the overall quality of life for residents.

This ordinance amendment will require a supermajority vote for approval. Tax proceeds will be distributed by the Department of Revenue to the County and seven municipalities based on a formula determined by the last 5 years of transportation expenditures.

The tax collection will begin on January 1, 2026, and will be in effect for a term of fifty years (50) expiring December 31, 2076.

Requested Action:

Staff requests the Board approve an ordinance amending Chapter 245 of the Seminole County Code to adopt a Five-Cent (5) Local Option Fuel Tax pursuant to section 336.02 (1)(b), Florida Statutes on every gallon of motor fuels sold in Seminole County effective January 1, 2026, for a period of fifty (50) years; providing for collection, administration, and use of the tax proceeds for transportation expenditures.

ORDINANCE NO. 2025-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING CHAPTER 245 (TAXATION) OF THE SEMINOLE COUNTY CODE TO CREATE A NEW PART 15 (LOCAL OPTION FUEL TAX); IMPOSING A FIVE-CENT LOCAL OPTION FUEL TAX PURSUANT TO SECTION 336.025(1)(b), FLORIDA STATUTES (2025), ON EVERY GALLON OF MOTOR FUEL SOLD IN SEMINOLE COUNTY, TO BE EFFECTIVE JANUARY 1, 2026, FOR A PERIOD OF FIFTY (50) YEARS; PROVIDING FOR COLLECTION, ADMINISTRATION, AND USE OF THE TAX PROCEEDS FOR TRANSPORTATION EXPENDITURES; PROVIDING FOR DISTRIBUTION PURSUANT TO THE STATUTORY FORMULA IN SECTION 336.025(4), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County is committed to maintaining and enhancing a safe, efficient, and connected transportation system that serves both the unincorporated and incorporated areas of the County; and

WHEREAS, expanding and improving transportation infrastructure, including roadways, transit systems, and related facilities, is critical to supporting continued growth, reducing traffic congestion, and promoting regional mobility and economic opportunity; and

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes counties to impose a local option fuel tax of one cent, two cents, three cents, four cents, or five cents ($0.01 - $0.05) per gallon on every gallon of motor fuel sold within the county and taxed under Part I of Chapter 206, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Seminole County ("Board") finds it necessary and appropriate to impose the full five-cent ($0.05) local option fuel tax authorized by Section 336.025(1)(b), Florida Statutes, to help meet current and future transportation demands; and

WHEREAS, the proceeds of the tax will be used to fund eligible transportation expenditures that directly benefit the public, improve safety and accessibility, and enhance the overall quality of life for residents in both the unincorporated and incorporated areas of the County; and

WHEREAS, the local option fuel tax must be adopted by an ordinance approved by a supermajority vote of the Board of County Commissioners; and

WHEREAS, under, Section 336.025(1)(b)2., Florida Statutes, the distribution of fuel tax proceeds may be accomplished either by interlocal agreements with the municipalities or, if no such agreement exists, by default pursuant to the statutory formula in Section 336.025(4), Florida Statutes; and

WHEREAS, Seminole County has elected to rely on the statutory distribution formula at this time, while preserving the ability to enter into interlocal agreements in the future in accordance with Florida law; and

WHEREAS, Section 336.025(1)(b)3., Florida Statutes, requires that proceeds from the tax be used for transportation expenditures needed to meet the requirements of a capital improvements element of an adopted comprehensive plan, to address immediate local transportation problems, or for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments; and

WHEREAS, implementation of the local option fuel tax will provide a long-term, stable revenue source to support continued investment in critical mobility infrastructure, enhance access to public transit, and advance Seminole County's long-term transportation goals for a safe, efficient, and connected network.

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. Part 15 (Local Option Fuel Tax) of Chapter 245 (Taxation) of the Seminole County Code is hereby created to read as follows:

Chapter 245. Taxation

* * *

Part 15. Local Option Fuel Tax

Sec. 245.11. Authorization. This Ordinance is enacted pursuant to Section 336.025(1)(b), Florida Statutes, and other applicable law.

This Ordinance was adopted by the affirmative vote of a majority plus one of the members of the Board of County Commissioners, as required by Section 336.025(1)(b), Florida Statutes.

Sec. 245.12. Imposition of Local Option Fuel Tax. There is hereby imposed a five-cent ($0.05) local option fuel tax on every gallon of motor fuel sold in Seminole County and taxed under the provisions of Part I of Chapter 206, Florida Statutes. The tax shall be effective January 1, 2026, and shall remain in effect for a term of fifty (50) years.

Sec. 245.13. Distribution of Proceeds. The proceeds of the local option fuel tax imposed by this Ordinance shall be distributed by the Florida Department of Revenue in accordance with Section 336.025(4), Florida Statutes, which provides for distribution among the County and eligible municipalities based on transportation expenditures for the immediately preceding five fiscal years and recalculated every ten years thereafter. The Florida Department of Revenue shall administer the monthly distribution of tax proceeds from the Local Option Fuel Tax Trust Fund.

Although the County has elected to rely on the statutory distribution formula at this time, nothing in this Ordinance shall preclude the County from entering into an interlocal agreement in the future with one or more municipalities, in accordance with Section 336.025(1)(b)2., Florida Statutes, to establish a different distribution formula for all or part of the proceeds.

Sec. 245.14. Use of Proceeds. The proceeds from the fuel tax shall be used exclusively for transportation expenditures as authorized by Section 336.025(1)(b)3., Florida Statutes, as may be amended. Such expenditures include: (i) expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan; (ii) expenditures needed to address immediate local transportation problems; and (iii) other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments. The proceeds may also be used for any additional or expanded purposes as may be authorized by future amendments to Section 336.025(1)(b), Florida Statutes.

Sec. 245.15. Comprehensive Plan Requirements. Before expending proceeds of the local option fuel tax on projects intended to meet the requirements of the capital improvements element of an adopted comprehensive plan, the County shall ensure that the following conditions are satisfied: (i) the adopted comprehensive plan identifies the public transportation facility or project; (ii) the plan includes an estimate of total facility costs, including operations and maintenance, if applicable; and (iii) the plan designates the local option fuel tax as a funding source.

If no capital improvements element or adopted plan contains these components, the County shall limit expenditures to the other allowable uses set forth in Section 245.14 of the Seminole County Code, and as authorized by Section 336.025(1)(b)3., Florida Statutes, as may be amended.

Sec. 245.16. Implementation. The County Manager, or designee, is authorized to take all actions necessary to implement the provisions of this Part, including coordinating with the Florida Department of Revenue, municipalities, and other local government entities. Such authority includes making administrative decisions and taking operational steps that support the efficient application, enforcement, and execution of the local option fuel tax as adopted herein.

Section 3. 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 Seminole County Code, 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, 5 and 6 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. Copy of Ordinance. A certified copy of this Ordinance shall be sent by the Clerk of the Board of County Commissioners to the Department of Revenue, State of Florida, within ten (10) days after enactment.

Section 6. 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

JAY ZEMBOWER, Chairman

GLK/kw
7/15/25
C:\Users\ssharrer\ND Office Echo\VAULT-B4HIZ3PD\Local Option Fuel Tax Ordinance draft Jul15(25) 4927-7114-8886 v.1.docx

Topic:

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.)

Seminole County is eligible to levy an additional five (5) cent local option gas tax on every gallon of motor fuel sold within the County. The proceeds would be used for eligible transportation expenditures needed to meet the requirements of the capital improvements element in the County's comprehensive plan, including mass transit facilities in the County which will directly benefit the public through enhanced and accessible transportation network which will improve the overall quality of life for residents. This ordinance requires a supermajority vote for approval. Distribution of the proceeds would be distributed by the Florida Department of Revenue to the County and Municipalities based on a formula determined by the last 5 years of Transportation expenditures. The proposed term of this ordinance is 50 years.

***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)**
The revenue is estimated to generate $8.8M Countywide, split between the County and Municipalites. Based on an estimated 12,000 miles driven per year, the average driver would pay approximately $4.80 per year for each penny levied. If the full 5 cents per gallon is approved, the average driver would pay approximately $24 per year. Seminole County's population has increased significantly since 2020 and is projected to grow by 90,000 residents by 2045, which has an impact on roadway infrastructure and transportation mobility. This revenue would provide County citizens funding to meet increased demands and support various transportation methods including roads, public transit, bicycle and pedestrian systems.
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.**
This tax would impact businesses at the same rate is residents, with the cost depending on the number of gallons of fuel purchased per year. Those businesses who sell fuel would need to adjust accounting systems for proper collection, recording, and remittance of the revenues. It is anticipated that the process will be similar to other State and Local gas taxes already being paid by these businesses, so the impact will be relatively minimal.
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.):**
Approximately 160 vendors sell fuel in the County will be operationally impacted.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-739

Title:

Consider an ordinance amending Chapter 245 of the Seminole County Code relating to the Public Service Tax; amending section 245.102(a) to increase the tax rate levied in the Unincorporated areas from four percent (4%) to ten percent (10%); providing for severability, providing for codification, and providing an effective date of January 1, 2026. Countywide (**Timothy Jecks, Management & Budget Director**)

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Timothy Jecks/407-665-7181

Background:

Seminole County currently levies a 4% public service utility tax on electricity, metered or bottled gas, water service, and propane purchases in the unincorporated portion of the county pursuant to Section 166.231 of the Florida Statutes. The ordinance would increase this levy in the unincorporated area to 10%. This will not affect the amounts levied by the Municipalities.

This ordinance amendment requires a majority vote for approval and will allow the County to maintain its critical public safety and transportation needs and meet growing demands within the County. If approved, the change would be effective January 1, 2026. Florida law requires notification of this change to the Florida Department of Revenue within 120 days of the effective date of the ordinance.

Requested Action:

Staff requests the Board approve an ordinance amending Chapter 245 of the Seminole County Code relating to the Public Service Tax; amending section 245.102(a) to increase the tax rate in the Unincorporated areas from four percent (4%) to ten percent (10%); providing for severability, providing for codification, and providing an effective

date of January 1, 2026.

ORDINANCE NO. 2025-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 245 OF THE SEMINOLE COUNTY CODE RELATING TO THE PUBLIC SERVICE TAX; AMENDING SECTION 245.102(a) TO INCREASE THE TAX RATE FROM FOUR PERCENT (4%) TO TEN PERCENT (10%) AND TO MAKE CLARIFYING AND TECHNICAL REVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2026.

WHEREAS, pursuant to Section 166.231, Florida Statutes (2025), Seminole County has authority to levy a public service tax upon purchases of electricity, metered or bottled gas, and water service in the unincorporated areas of the County; and

WHEREAS, the Seminole County Board of County Commissioners previously adopted Ordinance No. 91-12, codified in Part 7 of Chapter 245 of the Seminole County Code, imposing a public service tax at the rate of four percent (4%); and

WHEREAS, the Board of County Commissioners finds it in the public interest to amend the tax rate from four percent (4%) to the maximum allowable rate of ten percent (10%) under state law; and

WHEREAS, the Board of County Commissioners has determined that increasing the public service tax is a fiscally responsible and necessary measure to maintain and enhance critical public services, infrastructure, and operations in the unincorporated areas of Seminole County, and that adoption of this Ordinance will promote the health, safety, and welfare of its residents by ensuring the County has sufficient resources to meet growing demands and rising costs; and

WHEREAS, the Board of County Commissioners also finds it appropriate to make clarifying and technical revisions to the existing ordinance to remove outdated references and ensure consistency with current law and practice; and

WHEREAS, Section 166.233, Florida Statutes, requires that any increase in the public service tax be adopted at least 120 days prior to its effective date; and

WHEREAS, to ensure full compliance with Florida law, and to allow for administrative implementation and notification, the Board of County Commissioners has determined that the effective date of this Amendment shall be January 1, 2026.

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. Amendment of Section 245.102(a) of the Seminole County Code. Section 245.102(a) of the Seminole County Code is hereby amended to read as follows:

Sec. 245.102. Imposition of tax.

(a) There is hereby levied and imposed by the County within the unincorporated area of Seminole County, Florida, a public service tax upon each and every purchase of electricity, metered or bottled gas (natural liquified petroleum gas or manufactured), and water service ~~and telecommunication service~~. The tax shall be in an amount equal to ~~four~~ ten percent (10%) of the payments received by the seller of the taxable item or service from the purchaser for the purchase of such item or service. The tax shall not be applied against any fuel adjustment charge, which charge shall be stated separately on each bill. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from the increase in cost of fuel to the particular utility subsequent to October 1, 1973. ~~The tax upon telecommunications services shall be according to the alternative provided for in Section 166.231(9)(a)1, Florida Statutes, and shall be upon the monthly recurring service charges for local telephone service as~~

~~defined therein.~~ The tax shall not be applied against public telephone charges collected on site, access charges or any customer access line charge paid to a local telephone company. The tax shall, in every case, be paid by the purchaser, for the use of the County, to the seller at the time of paying the charge by the seller therefor, but not less often than monthly.

Section 3. 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 Seminole County Code, 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, 5 and 6 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. Copy of Ordinance. A certified copy of this Ordinance shall be sent by the Clerk of the Board of County Commissioners to the Department of Revenue, State of Florida, within ten (10) days after enactment.

[Balance of this page was left intentionally blank; signatures on following page.]

Section 6. Effective date. This Ordinance shall take effect on January 1, 2026, and upon its filing with the Florida Department of State by the Clerk of 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

JAY ZEMBOWER, Chairman

GLK/sjs
7/21/25
C:\Users\ssharrer\ND Office Echo\VAULT-B4HIZ3PD\Public Service Tax Ordinance Amendment draft Jul21(25) 4916-5058-2612 v.4.docx

Topic:

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.)

Seminole County currently levies a 4% public service utility tax on electricity, water, natural gas, and propane purchases in the unincorporated portion of the county (FS 166.23). The County is considering increasing this levy from 4% to 10%. Exemptions to this tax include the first 300 kilowatt hours of electricity purchased a month, purchase by a public/private utility, and purchase of aircraft engine fuel. This amendment will have no impact to any citizen or business in a Municipality.

This amendment is estimated to generate the County approximately $2M per 1% increase to the tax rate.

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)**

The average monthly electric bill for residents in Unincorporated Seminole County is around $200 based on 1,600 kilowatts usage. The estimated economic impact to the average resident electric bill, including the 300 kilowatt exemption is $9 per month. The average monthly water bill for residents in Unincorporated Seminole County is around $90 based 4500 gallons used. The estimated economic impact to the average resident water bill is $5 per month. The average electric bill for businesses in Unincorporated Seminole County is around $325 based on 1,791 kilowatts usuage. The estmated economic impact to the average business electric bill is $15 per month. The revenues generated by this amendment would be used to invest in Public Safety services in the County and reduce the tax burden on Property owners to fund these critical government services.

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.

This amendment affects businesses operating in the Unincorporated area only and has no impact on those in the Municipalities. Aside from the cost increase identified above, the anticipated impact to those companies providing power is expected to be minimal as they are already levying, recording, and remitting the revenues. This is only a change to the existing rate.

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.):**

This ordinance will impact Utility companies including Duke Energy and Florida Power & Light. Gas companies including TECO, Florida Public Utilities, Ameri Gas, and water providers in the unincorporated area.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-764

Title:

Utilities Master Plan #4 **(Johnny Edwards, Utilities Director)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2025-777

Title:

Approve the District appointment of Mark Smith to the Parks and Preservation Advisory Committee for a term of 1/1/2025 - 12-31-2026.