SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, June 23, 2026 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Dr. Shabbir Kirmani, Masjid Al Hayy

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - proclaiming June 1 - 7, 2026 as Code Enforcement Officers' Appreciation Week in Seminole County, Florida. **2026-0479**

2. Proclamation - proclaiming July 2026 as Parks and Recreation Month in Seminole County, FL. **2026-0432**

3. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** **2026-0521**

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.

Public Comment (Consent Items Only)

Constitutional Officers – Consent Agenda (Item No. 4)

4. Expenditure Approval Lists dated May 20, 27, and June 3, 2026; and Payroll Approval List dated May 21, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2026-0503**

County Manager's Consent Agenda (Items No. 5 - 17)

Administrative Services

5. Approve and authorize the Chairman to execute a Resolution designating certain County-owned property as County right-of-way for North Street and Nelson Avenue related to the surrounding infrastructure to the Rolling Hills Park. District3 - Constantine **(Stephen Koontz, Assistant County Manager)** Requesting Department - Public Works **2026-0509**

6. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.55 (Purchasing Policy) and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)** **2026-0523**

7. Approve and authorize the use of the Buyboard Cooperative Agreement, RFP-792-26 for Software as a Service (SaaS), Cybersecurity Assessments and Related Products and Services with ClearGov, Inc., Maynard, MA., and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Departments - Management & Budget and Administrative Services **2026-0447**

8. Award RFP-7083-26/HSM Master Services Agreement for Security Access Control Repair and Maintenance to Miller Electric Company of Jacksonville, Fl., and authorize the Purchasing and Contracts Division to execute the Master Services Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) **2026-0499**

Community Services

9. Approve the substantial amendment to the 2025 - 2029 Consolidated Plan and the FY 2025/2026 Annual Action Plan as it pertains to the Rapid Unsheltered Survivor Housing (RUSH) grant and authorize the Chairman to execute all corresponding documents, certification and signature pages, the Standard Form-SF424 and SF-424D, Subrecipient Agreements, and subsequent Grant Agreements with HUD; and authorize Community Services Department staff to submit amendments to HUD for approval; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-035 in the Emergency Solutions Grants (ESG) fund to appropriate funding in the amount of $113,022.00 for the additional ESG allocation. Countywide (**Allison Thall, Community Services Director)** **2026-0494**

Development Services

10. Approve the Minor Plat for the Burch Family Subdivision containing four (4) lots on 13.93 acres zoned A-1 (Agriculture), located on the north side of Gabriella Ln., East of Tuskawilla Rd.; (Elizabeth Burch, Applicant) District1 - Dallari (**Mike Rhodes, Development Services Director**) **2026-0357**

11. Adopt the Resolution vacating and abandoning a portion of a utility and sidewalk easement located on Lot 335 of the Wekiva Hunt Club Fox Hunt Section 2 Subdivision, as recorded in Plat Book 18, Pages 84 to 87 of the Public Records of Seminole County, Florida, for property more particularly known as 138 Holderness Drive, Longwood, Florida; (Erik Antalek, Applicant) District 3 - Constantine **(Mike Rhodes, Development Services Director)** **2026-0358**

12. Adopt the Resolution vacating and abandoning a utility easement located on Lot 29 of the Big Tree Crossing Phase 1 Subdivision, as recorded in Plat Book 27, Pages 20 and 21 of the Public Records of Seminole County, Florida, for property more particularly known as 786 Big Tree Drive, Longwood, Florida; (Judy Deac, Applicant) District4 - Lockhart **(Mike Rhodes, Development Services Director)** **2026-0437**

Emergency Management

13. Approve and authorize the Chairman to execute the Declaration of Restrictive Covenants for property at 423 Whitcomb Drive Geneva, Florida 32732. District2 - Zembower **(Alan Harris, Office of Emergency Management Director)** **2026-0299**

Environmental Services

14. Approve and authorize the Chairman to sign the Supplemental Agreement No. 02 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038, the accompanying Resolution, and any potential subsequent supplemental agreements and Resolutions. Countywide. **(Kim Ornberg, P.E., Environmental Services Director)** **2026-0517**

Fire Department/EMS

15. Approve and authorize the Chairman to execute Certificates of Public Convenience and Necessity (COPCN's) for all first response agencies in Seminole County's EMS system, AdventHealth EMS, AdventHealth Flight 1, Orlando Health dba Arnold Palmer for Children-Pediatric Acute and Critical Care Transport and Winnie Palmer Hospital Neonatal Transport, The Nemours Foundation dba Nemours Children's Hospital, Florida, First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc., Osceola Regional Hospital, Inc. dba HCA Florida Osceola Hospital, and R&E Ambulance Transport, LLC dba AllCare Medical Transport to become effective July 1, 2026; Approve Second Amendment to Franchise Agreements for First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc.; and Approve Franchise Agreement for R&E Ambulance Transport, LLC dba AllCare Medical Transport. Countywide **(Matt Kinley, Fire Chief)** **2026-0394**

Public Works

16. Request for Board approval to complete the required Information request packet and eligibility documentation necessary to secure the grant funding allocation to the Florida Department of Commerce for the Community Development Block Grant-Disaster Recover funds as part of the Rebuild Florida 2023/2024 Storms Hazard Mitigation Grant Match Program (HMGMP) in the amount of $1,057,080 for the Hazard Mitigation Grant Program (HMGP) Michigan Avenue project local match, Phase II (construction); and authorize the County Manager or designee to execute all grant documents associated with the application. Countywide **(Tawny Olore P.E., Public Works Director)** **2026-0526**

17. Approve and authorize the Chairman to execute a Wetlands Mitigation Credit Purchase Agreement to purchase mitigation bank credits needed for the Slavia Road Improvements, from Red Bug Lake Road to Aloma Ave (S.R. 426) project (CIP # 01785146). District1 - Dallari and District2 - Zembower **(Tawny Olore, P.E., Public Works Director)** **2026-0525**

V. REGULAR AGENDA

18. A Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security and Artificial Intelligence Policy); and providing an effective date. Countywide **(Joe Alcala, Information Technology Director)** **2026-0502**

Public Comment

19. A Resolution delegating temporary authority to the Building Official and the Development Services Director to establish fees pursuant to House Bill 803 **(Mike Rhodes, Development Services Director)** **2026-0519**

Public Comment

VI. WORKSESSION

20. Work Session - Stormwater Master Plan **(Joe LoFaso, Chief Design Engineer)** **2026-0522**

Public Comment

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

VII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

21. **Rosenwald Community Center Rezone** - Consider a Rezone from R-1 (Single-Family Dwelling) and R-2 (One-and Two-Family Dwelling) to PLI (Public Lands and Institutions) for a Public Park and Community Center on approximately 12.96 acres, located on the north side of Merritt St, approximately 0.25 miles east of Ronald Reagan Blvd; (Z2025-024) (Seminole County & DRMP, Inc., Applicants) District4 - Lockhart (**Annie Sillway, Principal Planner**) **2026-0401**

Applicant Presentation

Public Comment

Public Hearings - Legislative

22. **Land Development Code Amendment** -Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide **(Maya Athanas, Principal Planner)** 2026-0162

Public Comment

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. BOARD APPOINTMENTS

23. Approval of the District 5 appointment of Robert Young to the Parks and Preservation Advisory Committee 2026-0477

XI. DISTRICT COMMISSIONER REPORTS

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 5 - Chairman Herr

XII. CHAIRMAN'S REPORT

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

XIV. ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0479

Title:

Proclamation - proclaiming June 1 - 7, 2026 as Code Enforcement Officers' Appreciation Week in Seminole County, Florida.

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING JUNE 1 – 7, 2026 AS
CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of the citizens of Seminole County through the enforcement of local building, housing, and land-use codes; and

WHEREAS, these professionals are dedicated to protecting the environment and the natural beauty of our county by ensuring responsible property maintenance and compliance; and

WHEREAS, through their tireless efforts, Code Enforcement Officers help to prevent blight, maintain high property values, and improve the overall quality of life for all residents; and

WHEREAS, the Seminole County Board of County Commissioners recognizes the vital role these individuals play in community development and public service, often working in challenging conditions to ensure a safer community; and

WHEREAS, the Florida Association of Code Enforcement (FACE) has designated the first full week of June to highlight the importance of the profession.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim, June 1–7, 2026 as

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

In Seminole County, Florida, and encourage all citizens to recognize and express their appreciation for the dedication and service of our Code Enforcement professionals.

ADOPTED this 23rd day of June 2026

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Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0432

Title:

Proclamation - proclaiming July 2026 as Parks and Recreation Month in Seminole County, FL.

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING JULY 2026 AS
NATIONAL PARKS AND RECREATION MONTH
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Seminole County; and

WHEREAS, parks and recreation provide facilities for sports, outdoor activities, and unstructured play, improving the physical and mental health of County residents of all ages; and

WHEREAS, parks increase economic prosperity, enhance property values, boost tourism, support businesses, and reduce crime; and

WHEREAS, parks, trails, and wilderness areas protect precious resources and promote environmental stewardship in Florida's Natural Choice; and

WHEREAS, Seminole County provides residents with more than 40 parks, trailheads and wilderness areas, encompassing more than 7,600 acres; and

WHEREAS, dedicated Seminole County Parks and Recreation staff, volunteers, and partners work tirelessly to ensure safe, clean, accessible, and fun spaces for all to enjoy; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month; and

WHEREAS, Parks and Recreation Month serves as an opportunity to celebrate and raise awareness about the valuable benefits provided by our Parks, Trails, and Natural Lands in Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim, July 2026 as

NATIONAL PARKS AND RECREATION MONTH

in Seminole County, Florida, and invite all residents and visitors to explore and enjoy our beautiful parks, greenways, and award-winning trail systems.

ADOPTED this 23rd day of June 2026

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Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0521

Title:

County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0503

Title:

Expenditure Approval Lists dated May 20, 27, and June 3, 2026; and Payroll Approval List dated May 21, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated May 20, 27, and June 3, 2026; and Payroll Approval List dated May 21, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JUNE 23, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated May 20, 27, and June 3, 2026; and Payroll Approval List dated May 21, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

1 AGRMT TO PIGGYBACK A CONTRACT FOR OVERHEAD DOOR AND GATE PREVENTATIVE MAINTENANCE REPAIR AND REPLACMENT SERVICES BID BY ANOTHER GOVERNMENTAL AGENCY/C&D INDUSTRIAL MAINTENANCE
2 AMDMT #1 TO W.O. #10 TO PS-5946-24/CHA CONSULTING
3 AMDMT #1 TO W.O. #2 TO PS-3973-21/PROJECT MANAGEMENT ADVISORS
4 AMDMT #1 TO W.O. #25 TO RFP-3750-21/MCKIM & CREED
5 AMDMT #1 TO W.O. #5 TO RFQ-3320-20/HANSON PROFESSIONAL SERVICES
6 AMDMT #3 TO W.O. #54 TO PS-2826-20/MOFFAT AND NICHOL
7 AMDMT #6 TO W.O. #2 TO PS-4468-22/TIERRA
8 AMDMT #1 TO AGRMT FOR HUD CONTINUUM OF CARE PROGRAM GRANT FY 2025-2026 FL0562L4H072409/HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA
9 ASSISTANT TENNIS PRO AGRMT/PETER NEDVED
10 ASSISTANT TENNIS PRO AGRMT/REESE BENNETT
11 ASSOCIATE TENNIS PRO AGRMT/LUIS LUNA
12 C.O. #1 TO CC-6179-24/JMHC
13 C.O. #1 TO CC-6467-25/CARR AND COLLIER
14 C.O. #2 TO W.O. #2 TO PS-5968-24/WHARTON-SMITH
15 C.O. #9 TO CC-4845-23/INSITUFORM TECHNOLOGIES
16 CASH MAINTENANCE BOND/$6,467.50/HUSSEINI ISLAMIC CENTER OF FL
17 CLOSEOUT TO CC-6021-24/R&M SERVICE SOLUTIONS
18 CLOSEOUT TO W.O. #55 TO CC-3563-21/SCHULLER CONTRACTORS
19 CONTRACT FOR SERVICES (LIBRARY SERVICES)/CHRISTOPHER WILLIAM
20 CONTRACT FOR SERVICES (NATURAL LANDS)/AIDA LAWERENCE
21 CONTRACT FOR SERVICES (NATURAL LANDS)/CARINA RALLIS
22 CONTRACT FOR SERVICES (NATURAL LANDS)/GIAVANNA HARRINGTON
23 CONTRACT FOR SERVICES (NATURAL LANDS)/GRACIE ALBRIGHT
24 CONTRACT FOR SERVICES (NATURAL LANDS)/JACOB PANACCIONE
25 CONTRACT FOR SERVICES (NATURAL LANDS)/STEPHANIE KROENCKE
26 CORRECTED FIRST AMDMT TO HOME PROGRAM AGRMT FY-24-25/1317 W. 6TH STREET/HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA (AS APPROVED BY THE BCC ON 7-25-2023)
27 EXECUTIVE ORDER #2026-005 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
28 EXECUTIVE ORDER #2026-006 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
29 FIRST AMDMT TO IFB-604669-23/CONVERGINT TECHNOLOGIES
30 FIRST AMDMT TO RFP-604624-23/RG AMBULANCE SERVICE

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JUNE 23, 2026

31 IFB-5184-26 TOWING AND REMOVAL OF JUNK VEHICLES FROM PRIVATE PROPERTY/EMMRUAL DBA VIP TOWING SERVICES
32 OWNER AGRMT FOR HOUSING RECONSTRUCTION FUNDED BY SHIP/LASHONDA BRYANT (AS APPROVED BY THE BCC ON 6-7-23)
33 PARKS CONTRACT FOR SERVICES/AMANDA ELLIOT
34 PARKS CONTRACT FOR SERVICES/AMY FASSBENDER
35 PARKS CONTRACT FOR SERVICES/HOWARD FRIED
36 PARKS CONTRACT FOR SERVICES/JEREMY MORSE
37 PARKS CONTRACT FOR SERVICES/LARRY HOLMES
38 PERFORMANCE BOND #CMS0385097/$1,094,174.91/VASANT VATIKA
39 RENEWAL #1 TO IFB-604269-22/CARAWAY CONCRETE CONSTRUCTION
40 RENEWAL #1 TO PS-4468-22/PROFESSIONAL SERVICE INDUSTRIES
41 RENEWAL #2 TO PS-4139-22/GAI CONSULTANTS
42 RENEWAL #2 TO RFP-604295-22/TRADEMARK METALS RECYCLING
43 RENEWAL #2 TO RFP-604360-22/SUNSHINE ENTERPRISE USA
44 RENEWAL #3 TO RFP-604255-21/TETRA TECH
45 RENEWAL #5 TO RFP-602846-17/CATO ENVIRONMENTAL SERVICES
46 SECOND AMDMT TO RFP-604255-21/TETRA TECH
47 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/AIDAN DOIG
48 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/CHRISTOPHER SAWYER
49 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/MARTIN SAMUEL FORERO
50 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/RENZO ELIAS
51 TOURIST TAX FUNDING AGRMT/SOUTH GEORGIA SOFTBALL/7 INNING SOUTHERN STAR SHOWCASE FLORIDA
52 W.O. #16 TO PS-5946-24/JACOBS ENGINEERING GROUP
53 W.O. #18 TO PS-5135-23/S2L, INC
54 W.O. #8 TO PS-6356-25/ERD WATER (ENVIRONMENTAL RESEARCH AND DESIGN)

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/14/26 Through 5/20/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,450,335.82
00103	NATURAL LAND ENDOWMENT FUND	11,517.50
00108	FACILITIES MAINTENANCE FUND	45,564.71
00112	MAJOR PROJECTS FUND	33,731.85
00113	COUNTYWIDE UTILITIES	141,420.47
10101	TRANSPORTATION TRUST FUND	199,180.94
11000	TOURISM PARKS 1,2,3 CENT FUND	5,295.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	1,770.00
11200	FIRE PROTECTION FUND	179,022.80
11400	COURT SUPP TECH FEE (ARTV)	42,626.84
11500	1991 INFRASTRUCTURE SALES TAX	122.41
11541	2001 INFRASTRUCTURE SALES TAX	20,433.00
11560	2014 INFRASTRUCTURE SALES TAX	199,956.79
11580	2024 INFRASTRUCTURE SALES TAX	418,124.40
11902	HOME PROGRAM GRANT	56,647.00
11904	EMERGENCY SHELTER GRANTS	9,218.49
11905	COMMUNITY SVC BLOCK GRANT	5,862.72
11916	PUBLIC WORKS GRANTS	6,000.00
11919	COMMUNITY SVC GRANTS	69,399.52
11930	RESOURCE MANAGEMENT GRANTS	20,626.78
12024	SHIP AFFORDABLE HOUSING 23/24	318,873.90
12303	OPIOID SETTLEMENT	49,529.73
12500	EMERGENCY 911 FUND	588.66
12608	MOBILITY FEE SUBURBAN EAST DIS	64,370.91
15000	MSBU STREET LIGHTING	87,696.68
16000	MSBU PROGRAM	425.94
16005	MSBU MILLS (LM/AWC)	595.58
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16007	MSBU AMORY (LM/AWC)	282.31
16013	MSBU HOWELL CREEK (LM/AWC)	129.10
16020	MSBU HORSESHOE (LM/AWC)	360.41
16021	MSBU MYRTLE (LM/AWC)	170.83
16023	MSBU SPRING WOOD LAKE (LM/AWC)	183.60
16024	MSBU LAKE OF THE WOODS(LM/AWC)	818.65
16025	MSBU MIRROR (LM/AWC)	323.05
16026	MSBU SPRING (LM/AWC)	457.76
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	183.60
16028	MSBU BURKETT (LM/AWC)	158.44
16030	MSBU SWEETWATER COVE (LM/AWC)	1,423.45
16031	MSBU LAKE ASHER AWC	200.00
16033	MSBU GRACE LAKE (LM/AWC)	22.50
16035	MSBU BUTTONWOOD POND (LM/AWC)	22.50
16036	MSBU HOWELL LAKE (LM/AWC)	1,318.92
16037	MSBU LK LINDEN (LM/AWC)	311.34
16039	MSBU RICE LAKE (LM)	22.50
16040	MSBU TWIN LAKES (LM)	22.50
16073	MSBU SYLVAN LAKE (AWC)	464.24
16077	MSBU LITTLE LK HOWELL/TUSK	216.25
16080	MSBU E CRYSTAL CHAIN OF LAKES	403.36
32300	FIVE POINTS DEVELOPMENT FUND	111,116.98
40100	WATER AND SEWER FUND	443,490.14
40102	CONNECTION FEES-WATER	15,827.65
40108	WATER & SEWER CAPITAL IMPROVEM	2,198,571.42
40201	SOLID WASTE FUND	351,305.30
50100	PROPERTY LIABILITY FUND	550.50
50200	WORKERS COMPENSATION FUND	27,324.71
50300	HEALTH INSURANCE FUND	3,630,384.45
TOTAL REPORT		$ 10,225,089.90

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
MAY 20, 2026

CHECK SEQUENCE: CK # 991448-991710
ACH SEQUENCE: ACH # 593-620

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 23 DAY OF JUNE, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/21/26 Through 5/27/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 2,034,290.26
00103	NATURAL LAND ENDOWMENT FUND	2,585.00
00105	SEMINOLE FOREVER FUND	6,465.00
00108	FACILITIES MAINTENANCE FUND	20,033.35
00109	FLEET REPLACEMENT FUND	36,758.95
00111	TECHNOLOGY REPLACEMENT FUND	30,846.98
00112	MAJOR PROJECTS FUND	31,996.83
00113	COUNTYWIDE UTILITIES	40,826.97
10101	TRANSPORTATION TRUST FUND	25,081.02
10102	MASS TRANSIT FUND	9,205.00
10400	BUILDING PROGRAM	38,141.45
11000	TOURISM PARKS 1,2,3 CENT FUND	7,345.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	8,295.00
11200	FIRE PROTECTION FUND	1,013,639.32
11541	2001 INFRASTRUCTURE SALES TAX	842.62
11560	2014 INFRASTRUCTURE SALES TAX	3,512,881.32
11580	2024 INFRASTRUCTURE SALES TAX	22,000.00
11641	PUBLIC WORKS-INTERLOCAL AGREEM	61,777.39
11901	COMMUNITY DEVELOPMEN BLK GRANT	25,108.41
11902	HOME PROGRAM GRANT	50,459.74
11904	EMERGENCY SHELTER GRANTS	13,384.05
11905	COMMUNITY SVC BLOCK GRANT	10,837.88
11908	DISASTER PREPAREDNESS	69.91
11916	PUBLIC WORKS GRANTS	459,261.99
11919	COMMUNITY SVC GRANTS	4,928.38
11930	RESOURCE MANAGEMENT GRANTS	763.86
12024	SHIP AFFORDABLE HOUSING 23/24	48,246.36
12026	SHIP AFFORDABLE HOUSING 25/26	1,750.00
12500	EMERGENCY 911 FUND	437,184.20
12606	MOBILITY FEE CORE DISTRICT	24,652.13
15000	MSBU STREET LIGHTING	29,737.73
16000	MSBU PROGRAM	150.00
32300	FIVE POINTS DEVELOPMENT FUND	39,974.75
40100	WATER AND SEWER FUND	706,149.23
40108	WATER & SEWER CAPITAL IMPROVEM	352,875.87
40201	SOLID WASTE FUND	8,020.53
50200	WORKERS COMPENSATION FUND	57,916.76
TOTAL REPORT		$ 9,174,483.24

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
MAY 27, 2026

CHECK SEQUENCE: CK # 991711-991966
ACH SEQUENCE: ACH # 621-659

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 23 DAY OF JUNE, 2026.

_____

Chairman

_____

_____

_____

_____

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/28/26 Through 6/3/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 18,665,197.40
00103	NATURAL LAND ENDOWMENT FUND	868.69
00108	FACILITIES MAINTENANCE FUND	111,279.46
00109	FLEET REPLACEMENT FUND	189,418.37
00111	TECHNOLOGY REPLACEMENT FUND	414,918.48
00112	MAJOR PROJECTS FUND	199,710.68
00113	COUNTYWIDE UTILITIES	103,732.61
00115	COURT PROGRAM FUND	75.00
10101	TRANSPORTATION TRUST FUND	38,241.39
10102	MASS TRANSIT FUND	2,393.50
10400	BUILDING PROGRAM	138,539.22
11000	TOURISM PARKS 1,2,3 CENT FUND	8,645.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	24,199.77
11002	SCTID TOURISM IMP DIST FUND	92,768.19
11200	FIRE PROTECTION FUND	41,164.85
11400	COURT SUPP TECH FEE (ARTV)	62,138.18
11500	1991 INFRASTRUCTURE SALES TAX	9,028.63
11560	2014 INFRASTRUCTURE SALES TAX	489,067.87
11580	2024 INFRASTRUCTURE SALES TAX	2,717.93
11641	PUBLIC WORKS-INTERLOCAL AGREEM	32,140.87
11901	COMMUNITY DEVELOPMEN BLK GRANT	6,144.77
11902	HOME PROGRAM GRANT	7,155.81
11905	COMMUNITY SVC BLOCK GRANT	3,275.00
11916	PUBLIC WORKS GRANTS	742,165.99
11919	COMMUNITY SVC GRANTS	1,200.50
11930	RESOURCE MANAGEMENT GRANTS	28,338.99
11933	FEDERAL MITIGATION GRANTS	575,352.71
12024	SHIP AFFORDABLE HOUSING 23/24	58,714.67
12026	SHIP AFFORDABLE HOUSING 25/26	85.00
12101	LAW ENFORCEMENT TST-LOCAL	165.00
12500	EMERGENCY 911 FUND	333.09
15100	MSBU RESIDENTIAL SOLID WASTE	1,386,717.25
16000	MSBU PROGRAM	200.00
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
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
16030	MSBU SWEETWATER COVE (LM/AWC)	2,500.00
16036	MSBU HOWELL LAKE (LM/AWC)	700.00
16042	DEER RUN BLDG STABILZATN MSBU	27,112.03
16073	MSBU SYLVAN LAKE (AWC)	80.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	75.00
32300	FIVE POINTS DEVELOPMENT FUND	5,279,222.89
40100	WATER AND SEWER FUND	661,266.25
40108	WATER & SEWER CAPITAL IMPROVEM	1,885,404.25
40110	WATER AND SEWER - GRANTS	10,000.00
40201	SOLID WASTE FUND	74,922.82
50100	PROPERTY LIABILITY FUND	3,195.00
50200	WORKERS COMPENSATION FUND	24,913.81
50300	HEALTH INSURANCE FUND	286,179.12
TOTAL REPORT		$ 31,692,471.04

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JUNE 3, 2026

CHECK SEQUENCE: CK # 991967-992258
ACH SEQUENCE: ACH # 660-705

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 23 DAY OF JUNE, 2026.

_____

Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 05/21/2026
Biweekly Payroll Ending: 05/16/2026

Check Numbers: **163386 - 163401**
Voided Check Number: N/A

Net Expenditure Total: **$3,433,378.10**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 23 day of June 2026.

_____
Chairman

_____

_____

_____

_____

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

File Number: 2026-0509

Title:

Approve and authorize the Chairman to execute a Resolution designating certain County-owned property as County right-of-way for North Street and Nelson Avenue related to the surrounding infrastructure to the Rolling Hills Park. District3 - Constantine **(Stephen Koontz, Assistant County Manager)** Requesting Department - Public Works

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

The subject properties are portions of the former Rolling Hills Golf Course, now owned by the County and being developed as a park. The property was acquired in 2018 and is under the purview of Parks and Recreation. This Resolution designates a portion of this property to be used as public right-of-way for North Street and Nelson Avenue to be improved by Public Works and allow for continued maintenance to be done under Public Works. Parks and Recreation has provided their approval for this redesignation.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution designating certain County-owned property as County right-of-way for North Street and Nelson Avenue in the Rolling Hills Area related to the surrounding infrastructure to the Rolling Hills Park.

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

DESIGNATING CERTAIN COUNTY-OWNED PROPERTY AS COUNTY RIGHT-OF-WAY FOR NORTH STREET AND NELSON AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seminole County owns the property described in Exhibits "A" through "C", inclusive, attached to and incorporated in this Resolution by reference (the "Property"); and

WHEREAS, the Property is not currently designated as County right-of-way, but the Property is needed for the right-of-way for North Street and Nelson Avenue,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. The Board of County Commissioners of Seminole County, Florida hereby designates the Property as County right-of-way for North Street and Nelson Avenue.

Section 2. This Resolution is to be recorded in the Public Records of Seminole County, Florida.

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

ADOPTED this _____ day of June 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
ANDRIA HERR, Chairman

ATTACHMENTS:
Exhibits “A” through “C” inclusive – Legal Descriptions & Sketches

EXHIBIT "A"

Legal Description

That portion of the area reserved for Golf, southwest of Nelson Avenue and north of North Street as recorded in the Plat of Sanlando Springs Tract No. 31 as recorded in Plat Book 5 page 15 of the public records of Seminole County, Florida; further described as follows:

Beginning at the intersection of the south right of way of Nelson Avenue by plat, and the north right of way of North Street as recorded in the Plat of Sanlando Springs Tract No. 31 as recorded in Plat Book 5 page 15 of the public records of Seminole County, Florida; Thence along said north right of way S.89°58'03"W., a distance of 269.75 feet thence leaving said right of way N.70°33'37"E., a distance of 136.69 feet; thence N.00°02'42"W., a distance of 87.84 feet to the aforementioned south right of way line of Nelson Avene and a point on a non-tangent curve; Thence 31.28 feet along the arc of a curve concave to the left said curve having a radius of 403.00 feet a central angle of 4°26'48" and a chord bearing and distance of S.48°28'58"E., 31.27 feet to a point of tangency; Thence S.46°15'34"E a distance of 162.65 feet to the Point of Beginning.

Said parcel contains 12,415.75 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

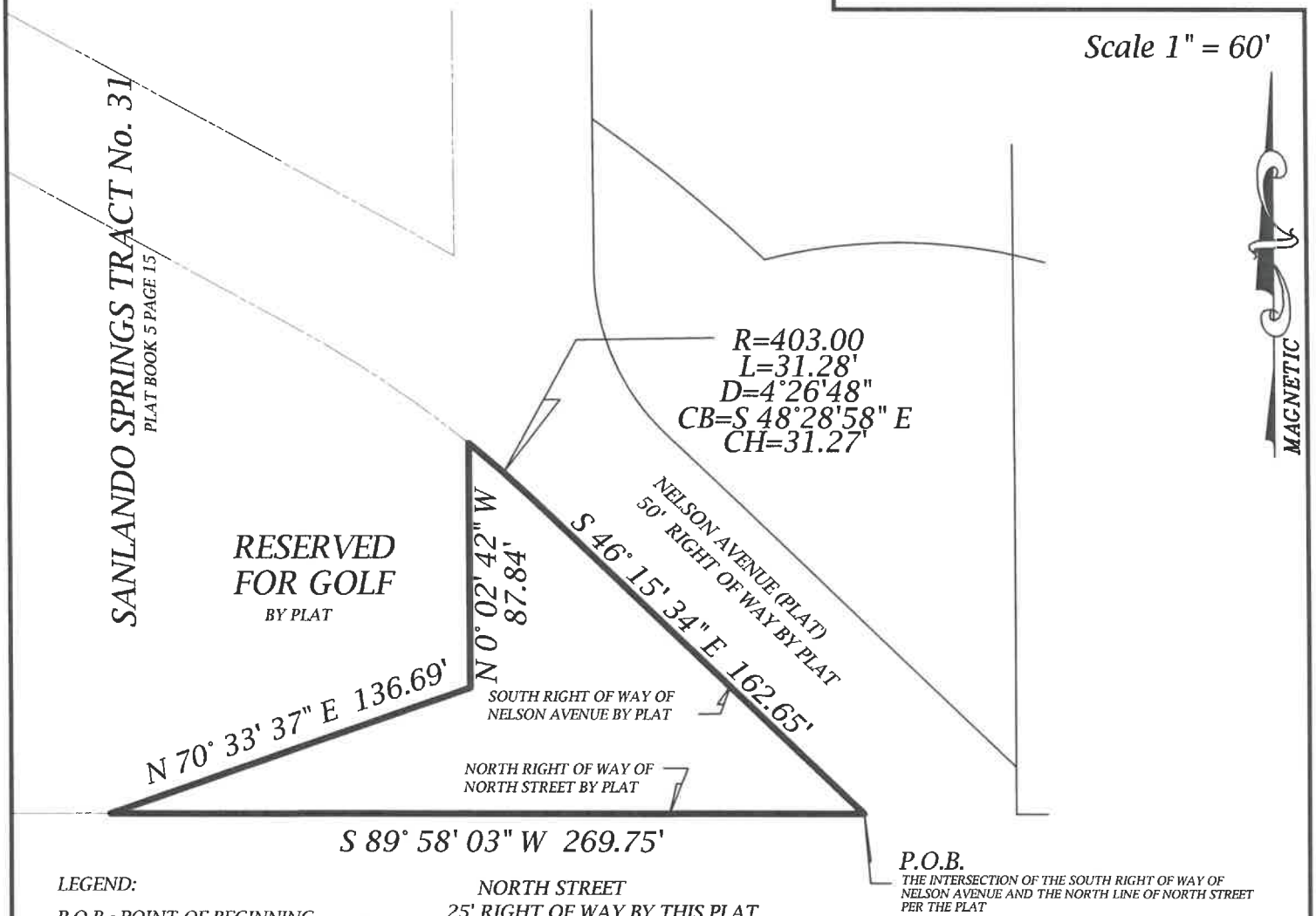
Sheet 1 of 2

Revised 5/27/2026

PS-6034-24 W02 Rollinghills 104

SKETCH OF DESCRIPTION

Scale 1" = 60'



LEGEND:

P.O.B.=POINT OF BEGINNING
R=RADIUS
L=ARC
D=CENTRAL ANGLE
CB=CHORD BEARING
CH=CHORD DISTANCE

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32771
407-665-5641

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 SOUTH RIGHT OF WAY LINE OF BARTON STREET RECORDED IN PLAT BOOK 5 PAGE 17, WHICH IS ASSUMED TO BEAR N.89°57'18"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"=60'
DATE: 5/12/2026	DRAWN BY: RFP
JOB NAME: ROLLINGHILLS (104)	CHECKED BY: RP

EXHIBIT "B"

Legal Description

That portion of the area reserved for Golf, north of North Street and Northeast of Nelson Avenue according to the plat of Sanlando Springs Tract No. 31 as recorded in Plat Book 5 page 15, and the Plat of Sanlando Springs Tract No. 32 as recorded in Plat Book 5 page 18 of the Public Records of Seminole County, Florida further described as follows:

Beginning at the intersection of the north right of way line of North Street and the centerline of the vacated right of way of Golfview Drive according to the plat of Sanlando Springs Tract No. 32 as recorded in the Public Records of Seminole County, Florida; Thence along the north line of said right of way S.89°58'03"W., a distance of 196.62 feet to the west boundary line of said Sanlando Springs Tract No. 32; Thence N.00°02'13"W., a distance of 17.03 feet to the east right of way line of Nelson Avenue; Thence along said right of way N.46°15'34"W., a distance of 172.31 feet to a point of curvature; Thence 66.96 feet along the arc of a curve concave to the northeast, said curve having a radius of 83.00 feet, a central angle of 46°13'31", and a chord bearing and distance of N.23°08'49"W., 65.16 feet to a point of tangency; Thence N.00°02'03"W., a distance of 53.24 feet to a point on a non-tangent curve; Thence 79.16 feet along the arc of a curve concave to the southwest, said curve having a radius of 523.00 feet, a central angle of 8°40'20" and a chord bearing and distance of S.50°35'45"E., 79.09 feet to a point on a non-tangent curve; Thence 288.29 feet along the arc of a curve concave to the southwest, said curve having a radius of 195.63 feet, a central angle of 84°26'11"and a chord bearing and distance of S.62°03'54"E., 262.90 feet to a point on a line; thence N.89°57'18"E., a distance of 93.90 feet to the aforementioned centerline of the vacated right of way of Golfview Drive per plat; Thence along said centerline S.28°05'04"w a distance of 86.05 feet to the Point of Beginning.

Said parcel contains 1.078 acres more or less.

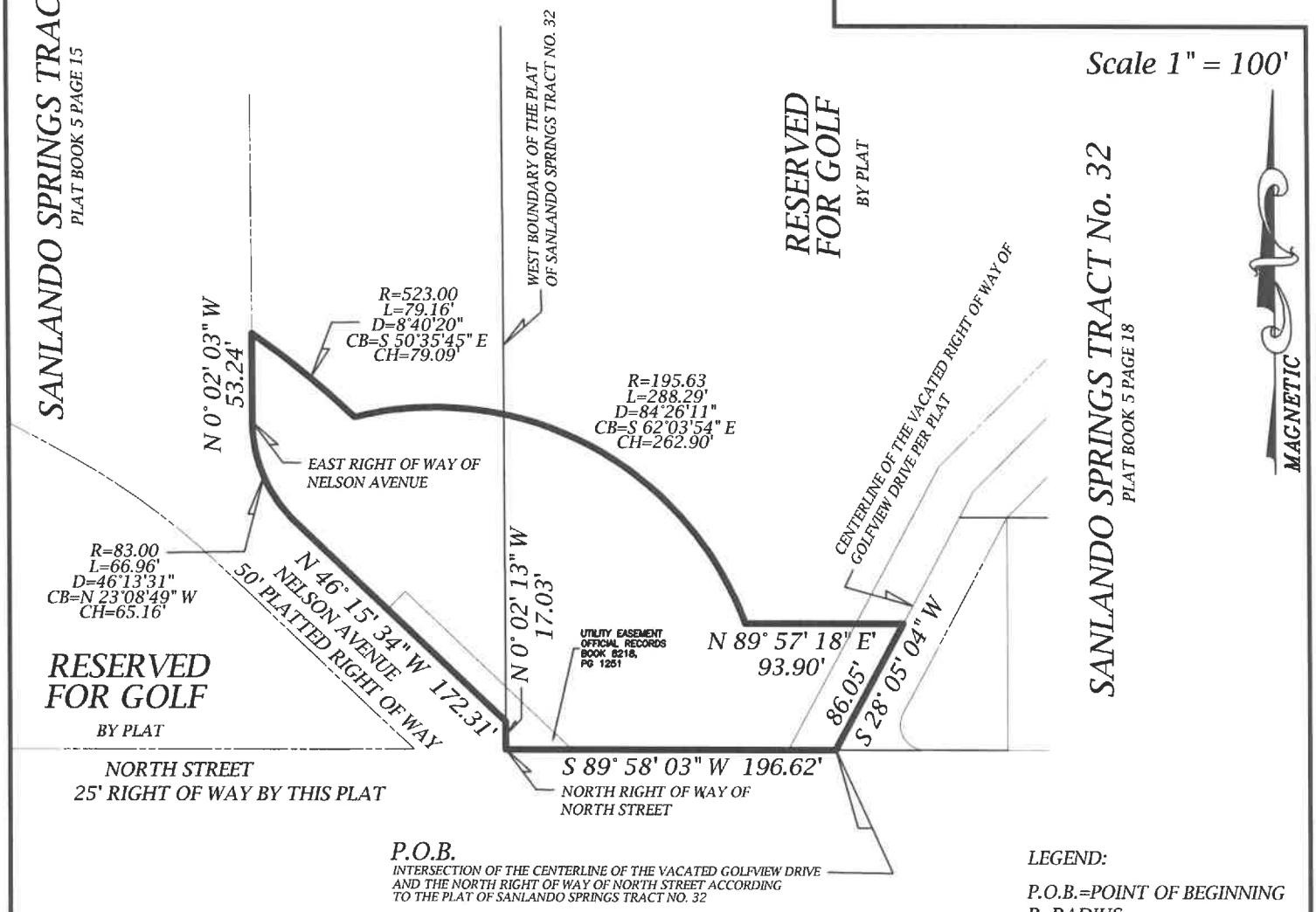
The parcel may be subject to easements, covenants, or restrictions of record if any.

Revised 5/27/2026

PS-6034-24 W02 Rollinghills 105

SKETCH OF DESCRIPTION

Scale 1" = 100'



LEGEND:

P.O.B.=POINT OF BEGINNING
R=RADIUS
L=ARC
D=CENTRAL ANGLE
CB=CHORD BEARING
CH=CHORD DISTANCE

SURVEYOR'S NOTES

1. BEARINGS BASED ON THE SOUTH RIGHT OF WAY LINE OF BARTON STREET RECORDED IN PLAT BOOK 5 PAGE 17, WHICH IS ASSUMED TO BEAR N.89°57'18"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.

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5647

RAYMOND F. PHILLIPS P.S.M. License Number 7015 STATE OF FLORIDA Professional Surveyor and Mapper

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

SHEET 2 OF 2

FIELD DATE: n/a	SCALE: 1"100'
DATE: 5/12/2026	DRAWN BY: RFP
JOB NAME: ROLLINGHILLS (105)	CHECKED BY: RP

EXHIBIT "C"

Legal Description

That portion of the area reserved for Golf, bound Golfview Drive, North Street and Blackwood Avenue by plat, according to the plat of Sanlando Springs Tract No. 32 as recorded in Plat Book 5 page 18, of the Public Records of Seminole County, Florida further described as follows:

Beginning at the intersection of the east right of way line of Golfview Drive and the north right of way line of North Street according to the plat of Sanlando Springs Tract No. 32, as recorded in Plat Book 5 page 18, of the Public Records of Seminole County, Florida; Thence along said east right of way line of Golfview Drive, N.27°50'02"W., a distance of 11.30 feet; Thence leaving said right of way N.89°58'03"E., a distance of 144.65 feet to the west right of way of Blackwood Avenue by plat and to a point on a non-tangent curve; Thence 32.18 feet along the arc of a curve concave to the northwest, said curve having a radius of 50.00 feet, a central angle of 36°52'12" and a chord bearing and distance of S.71°31'57"W., 31.62 feet to a point of tangency on the north right of way line of North Street by plat; Thence along said north right of way line S.89°58'03"W., a distance of 109.38 feet to the Point of Beginning.

Said parcel contains 1324.5 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

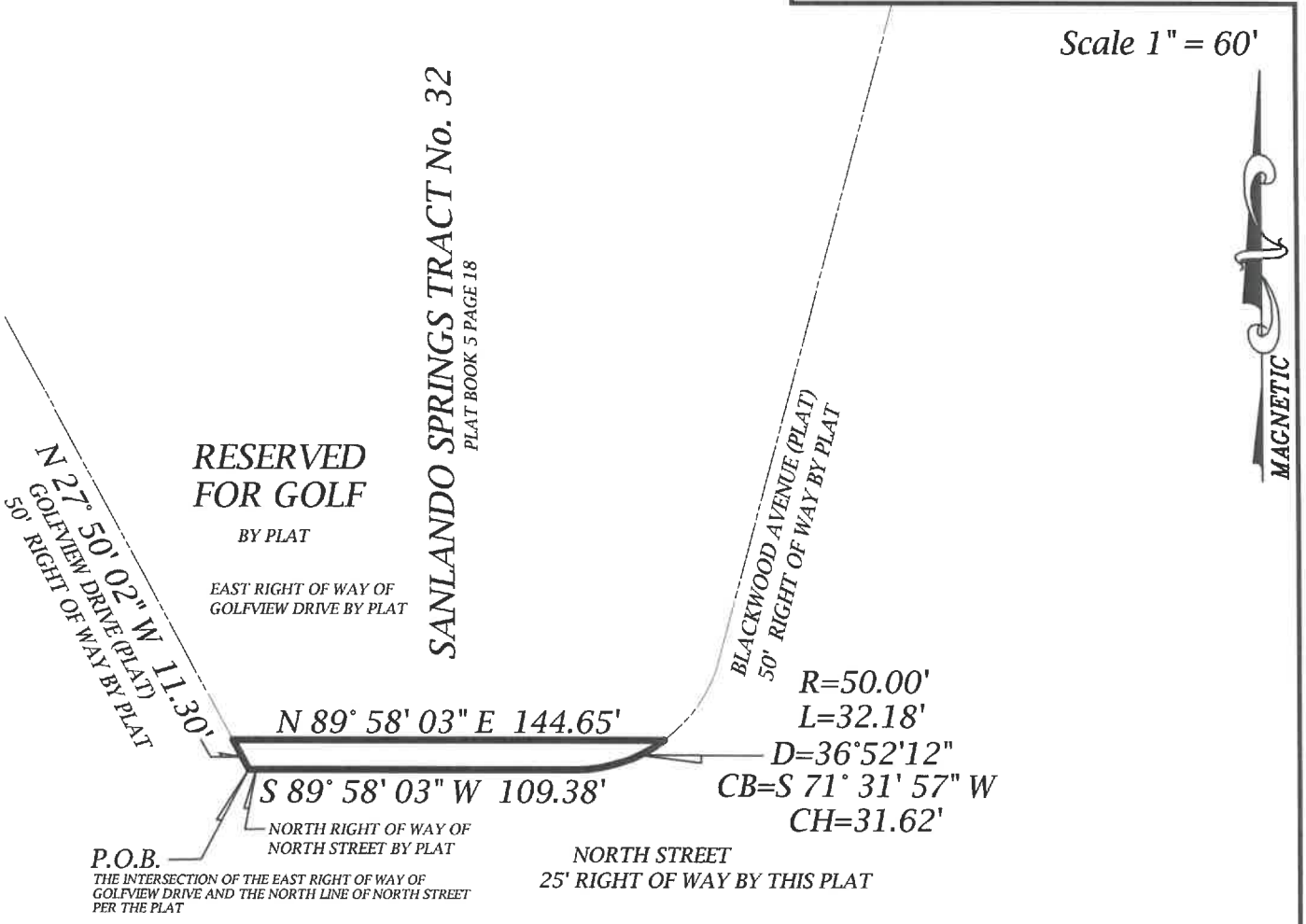
Sheet 1 of 2

Revised 5/27/2026

PS-6034-24 W02 Rollinghills 112

SKETCH OF DESCRIPTION

Scale 1" = 60'



LEGEND:

P.O.B.=POINT OF BEGINNING
R=RADIUS
L=ARC
D=CENTRAL ANGLE
CB=CHORD BEARING
CH=CHORD DISTANCE

SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORM WATER DIVISION
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773
407-665-5641

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 SOUTH RIGHT OF WAY LINE OF BARTON STREET RECORDED IN PLAT BOOK 5 PAGE 17, WHICH IS ASSUMED TO BEAR N.89°57'18"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"=60'
DATE: 5/12/2026	DRAWN BY: RFP
JOB NAME: ROLLINGHILLS (112)	CHECKED BY: RP

Legend
ROW Designation
LOCATION MAP
TRACT 25
Rolling Hills Community Park
Rolling Hills Golf Club
TRACT 32
TRACT 31
Wilford Ave
Victor Ave
Nelson Ave
Andrews Dr
Blackwood Ave
Bldg 2
Bldg 1
Golfview Dr
North St
A
B
C
D
E
F

File Number: 2026-0523

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.55 (Purchasing Policy) and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Lorie Bailey Brown/407-665-7172

Background:

Section 2 - Unauthorized Commitments Prohibited

Updates establish a streamlined review process for unauthorized commitments valued at $10,000 or less, allowing the Purchasing Manager to review and approve these items without escalation. The revised language clarifies that unauthorized commitments not approved through this process will not be paid by the County.

Section 3 - Federal Banned Vendor Check

A new compliance requirement mandates that, prior to awarding any contract involving federal funding, staff must verify that the recommended vendor and any subcontractors do not appear on the federal government's banned vendor list (SAM.gov). Staff must document the search results in the contract file. Vendors on the banned list cannot be awarded contracts.

Section 4 - Delegation of Signature Authority

The policy now authorizes the Purchasing Manager to delegate signature authority for Fleet and Facilities title documents to the Fleet Manager or designee. This change reduces administrative bottlenecks and accelerates processing times for movement

and disposition of County assets.

Section 5 - CCNA Tie Breaker Protocols

New procedures provide a clear framework for resolving ranking ties in Consultants' Competitive Negotiation Act (CCNA) solicitations. When ties occur, total evaluator scores are used as the first tie breaker. If needed, additional deliberations or rescoring may be directed until a final ranking is established.

Section 6 - P Card Transaction Documentation

Revisions remove the fixed monthly deadline for P Card allocation. The Division will now communicate the monthly deadline in writing to cardholders, accommodating variations in banking cycles. Documentation and reconciliation requirements remain the same.

Section 7 - Clarification on P Card Food Purchases

The policy now explicitly states that food purchases-including meals and travel-related incidentals-are prohibited unless specifically approved by the County Manager. This clarification ensures consistent application of purchasing rules.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 3.55 (Purchasing Policy) and providing an effective date.

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

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY REVISING THE UNAUTHORIZED COMMITMENTS PROHIBITED SECTION; PROVIDING FOR CCNA TIE BREAKER PROTOCOLS; REQUIRING FEDERAL BANNED VENDOR CHECK FOR PURCHASES USING FEDERAL FUNDS; UPDATING P-CARD TRANSACTION DOCUMENTATION REQUIREMENTS AND CLARIFYING USE OF P-CARD FOR CERTAIN FOOD PURCHASES; AND MAKING MINOR FORMATTING AND NUMBERING UPDATES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Seminole County has determined that certain updates are necessary for clarity, to increase efficiency, and for ease of administration; and

WHEREAS, the "Unauthorized Commitments Prohibited" section is revised to efficiently review and process low dollar unauthorized commitments; and

WHEREAS, the "P-Card Transaction Documentation" subsection is revised to remove a day and time by which cardholders must allocate transactions each month as the day varies depending on Seminole County's contract with a banking institution; and

WHEREAS, the "Competitive Negotiation and Award" subsection is revised for clarity; and

WHEREAS, rather than include a day and time in the Seminole County Administrative Code for allocation of P-card transactions by cardholders, the Division will communicate the day and time in writing to all cardholders in advance; and

WHEREAS, the "Delegation of Authority to Execute" subsection is revised to allow the Purchasing Manager to delegate signature authority to the Fleet Manager for title documents relating to certain Fleet and Facilities assets to streamline the administrative process; and

WHEREAS, Section 3.55 of the Seminole County Administrative Code is amended as set forth in the attached Exhibit A; and

WHEREAS, the Seminole County Board of County Commissioners have a public purpose in the efficient procurement of goods and services, while maintaining the highest ethical standards and encouraging full and open competition to the extent practical, achieving the best value for Seminole County and its citizens.

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

Section 1. Section 3.55 of the Seminole County Administrative Code is hereby amended as set forth in Exhibit A, attached hereto and made part of this Resolution.

Section 2. This Resolution and the attached Exhibit A will take effect immediately following their adoption and will remain in effect until terminated or superseded by further action of the Board.

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

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
ANDRIA HERR, Chairman

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

Date:_____

Attachments:
Exhibit A: Section 3.55

BP/
10/10/25

SECTION 3. COUNTY ADMINISTRATION 1

3.55 PURCHASING POLICY 1

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SECTION 3. COUNTY ADMINISTRATION

3.55 PURCHASING POLICY

I GENERAL INFORMATION

3.551 PURPOSE. The purpose of this Purchasing Policy is to provide for the fair and equitable treatment of all persons involved in public procurement by the County, for the efficient and effective use of public funds in procurement, and to provide safeguards for maintaining a procurement operation of quality and integrity.

3.552 DEFINITIONS.

Allocate (or Allocation) means to attach receipts, supporting documentation for purchases, sign the statements, and assign cost center codes in the County-authorized banking platform.

Attractive Items means the definition specified in Rule 69I-73.001, Florida Administrative Code.

Bid Security means an original bond provided by a surety company authorized to do business in the State of Florida and that is included on the U.S. Department of Treasury list of approved sureties, or an alternative form of security in the form of a cashier's check or a certified check satisfactory to the County.

Blanket Purchase Order means a unilateral, contractually binding document issued by the Division upon receipt of an approved requisition from the User Department, encumbering funds to procure indeterminable, miscellaneous goods and services over a specific period within the same County fiscal year.

Board means the Board of County Commissioners of Seminole County, Florida.

Business Day means any calendar day from 8:00 a.m. to 5:00 p.m. Sanford, Florida time, except a Saturday, Sunday, or a County observed holiday.

CAO means the Seminole County Attorney's Office.

Cooperative Purchase is a method of procurement where two or more public entities combine their procurement requirements to reduce administrative costs and obtain lower pricing through volume buying.

County means Seminole County, a political subdivision of the State of Florida.

County Road System means the definition specified in Section 334.03, Florida Statutes, as may be amended.

Custodian means the definition specified in Section 274.01(2), Florida Statutes, as may be amended.

Custodian's Delegate means the definition specified in Rule 69I-73.001, Florida Administrative Code.

Delegate means a County employee, designated by the User Department director, responsible for administering the P-Card usage within the User Department.

Design-Build Contract means the definition specified in Section 287.055(2)(i), Florida Statutes, as may be amended.

Design-Build Firm means the definition specified in Section 287.055(2)(h), Florida Statutes, as may be amended.

Design Criteria Package means the definition specified in Section 287.055(2)(j), Florida Statutes, as may be amended.

Designee means a County employee who has been designated in writing to perform a duty by another County employee who is authorized to delegate authority to such person. Division Designee information must be provided in writing to the County Manager or Designee and the Resource Management Director each time there is a change in Designee.

Direct Pay Item includes payments relating to dues and memberships in trade or professional organizations; subscriptions for periodicals; newspaper or like advertisements; postage; expert witnesses; abstracts of titles for real property; closing costs and processing fees for acquisitions; title insurance for real property; utility services (water, sewer, electrical, natural gas, and communications); copyrighted books and videos; and fees and costs for job-related seminars and training certifications by accredited, professional organizations; catering service fees; licenses; permits; costs for Florida prepaid toll program; approved travel expenses for County employees; and other expenses approved by the County's Chief Financial Officer.

Division means the Seminole County Purchasing and Contracts Division.

Electronic Signature means any letters, characters, or symbols, manifested by electronic or similar means, executed, or adopted by a party with an intent to authenticate a writing.

Evaluation Committee means no less than three (3) County employees who are subject matter experts or who have operational experience pertaining to the project and who will assist in the evaluation of proposals; evaluations to be included as part of the agenda backup if the project requires Board approval. "Subject matter experts" are County employees with qualifications and experience in a particular field or work process. For goods and services FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) and above annually, the Department Director must be on the Evaluation Committee. For goods and services ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) and above annually, the County Manager or Designee must be on the Evaluation Committee. For marketing or advertising Vendors related to tourism or County sports facilities, sales, business development, and event management for County sports, the Evaluation Committee may include a maximum of two (2) Tourist Development Council ("TDC") members appointed by the TDC or otherwise authorized by the Board. User Departments must submit the names of potential Evaluation Committee members to the Purchasing Manager for approval.

Mandatory Bid Limit means ONE HUNDRED THOUSAND AND 01/100 DOLLARS ($100,000.01).

Notice to Proceed means a written document issued by the Division and signed by the Vendor authorizing the commencement of work pursuant to a fully executed contract.

Procurement Officer means any person within the Division who has the written authority to commit County resources or funds.

Professional Services means services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as further specified by Section 287.055(2)(a), Florida Statutes, as may be amended.

Property (i.e., tangible personal property) means the definition specified in Section 274.01, Florida Statutes, as may be amended.

Purchase Order means a unilateral, contractually binding document issued by the Division upon receipt of an approved requisition from the User Department, encumbering funds to procure goods, services, or both.

Purchasing Policy means Section 3.55 of the Seminole County Administrative Code constituting the Board's official policy concerning procurement matters.

Purchasing Manager means the Seminole County Purchasing and Contracts Division Manager.

Purchasing Ordinance means Chapter 220 of the Seminole County Code of Ordinances.

Release Order means a unilateral, contractually binding document issued by the User Department to encumber funds and authorize the procurement of goods pursuant to a fully executed contract.

Responsible or Responsibility means a Vendor who has submitted a bid or proposal, and who is capable, as determined by the County, in all respects to fully perform the solicitation and contract requirements and who has the integrity and reliability which will give reasonable assurance of good-faith performance, which includes, but is not limited to the factors specified in the "Responsibility and Responsiveness" Section of this Purchasing Policy.

Responsive means a Vendor who has submitted a bid or proposal, which conforms in all material respects, as determined by the County, to the solicitation.

Review Committee means at least three (3) County employees who are subject matter experts pertaining to the project. "Subject matter experts" are County employees with qualifications and experience in a particular field or work process. User Departments must submit the names of potential Review Committee members to the Purchasing Manager for approval.

Single Source means one (1) Vendor, among others that may exist, who possesses unique capabilities, such as functional or performance requirements, and who meets County criteria.

Sole Source means a Vendor who has the exclusive right to manufacture and sell goods.

User Department means the County department desiring to procure goods or services.

Vendor means an actual or potential supplier of goods or services.

Work Order means a bilateral, contractually binding document issued by the Division, upon receipt of an approved requisition from the User Department pursuant to a fully executed master services agreement for a specific project, encumbering funds to procure goods, services, or both.

3.553 ADMINISTRATIVE RESPONSIBILITIES.

(1) **General Responsibilities of the Division.** The general responsibilities of the Division include:

(A) providing centralized procurement support and training to all User Departments;

(B) providing centralized procurement support and training to County Constitutional Offices and other select public entities (e.g., the 18th Judicial Circuit, the Florida Department of Health, the State Attorney's Office, and the Public Defender's Office) providing services in the County that may elect to utilize the services of the Division;

(C) verifying the appropriate method of procurement in accordance with the Purchasing Ordinance and Purchasing Policy;

(D) procuring goods and services in an ethical, timely, and cost-effective manner in accordance with all applicable laws, regulations, codes, policies, and procedures;

(E) monitoring a fair distribution of work among awarded Vendors under a master services agreement;

(F) coordinating with the User Departments when unique pricing structures are warranted for a project;

(G) acting as the County representative on all procurement matters, including coordinating with the Risk Management Division for a determination on the appropriate insurance requirements for the procurement and including such requirements in the contract;

(H) establishing and maintaining professional business relationships with all Vendors; and

(I) maintaining accurate and complete procurement records in an electronic format, to the extent possible, but in all cases, in accordance with Florida Public Records Law and Florida's retention guidelines.

(2) **General Responsibilities of the User Department**. The general responsibilities of the User Department include:

(A) strategically planning for the purchase of goods and services as far in advance of the need as reasonably possible;

(B) ensuring the appropriate County management approvals have been obtained for the procurement of goods and services;

(C) ensuring that sufficient funds have been allocated and are available for the goods and services sought;

(D) refraining from communicating with Vendors for goods and services during an active procurement, unless otherwise authorized by the Purchasing Ordinance, Purchasing Policy, or Board action;

(E) providing the Division a clear and accurate scope of work, complete specifications, and technical information for the goods and services to be procured at the time of the request;

(F) informing the Division when the volume of work requires multiple Vendors and specify how the workload will be divided;

(G) ensuring a fair distribution of work among awarded Vendors under a master services agreement;

(H) providing the Division complete requisition information, including the contract number (when applicable), a description of the goods and services to be procured, and the time for completion or date of delivery in an electronic format, to the extent possible, and providing the Division, when applicable, the Contract Services Request Form;

(I) keeping the Division apprised of any information that may impact the procurement and contract for the goods and services, including grant funding requirements and documentation;

(J) providing the Division information concerning revisions to County contracts or terms and conditions received from the Vendor for County review;

(K) ensuring County employees responsible for procuring goods and services on behalf of the County are not approving requisitions or processing invoices; and

(L) ensuring contracts are properly administered in compliance with the fully executed contract terms and conditions, including all exhibits.

(3) **General Responsibilities of the County Attorney's Office.** The CAO is responsible for providing legal assistance, including advice, guidance, drafting and approving contracts and ensuring that all contracts processed by the Division, and which are sent to the CAO for review follow all applicable laws, regulations, codes, policies, and procedures. Once all parties have appropriately executed the County-approved contract, the CAO will review and if approved, execute the contract as to form and legal sufficiency.

3.554 ENCUMBRANCE OF FUNDS. Except in the case of emergency, P-card, or Direct Pay Item purchases authorized by the Purchasing Ordinance or the Purchasing Policy, Procurement Officers may not encumber any funds until the Clerk of the Circuit Court and Comptroller's Office has certified, after pre-audit, there is a sufficient unencumbered appropriated balance for the proposed purchase.

3.555 UNAUTHORIZED COMMITMENTS PROHIBITED.

(1) Except as authorized by the Purchasing Ordinance or the Purchasing Policy, County employees are prohibited from making unauthorized commitments. County employees who make unauthorized commitments are subject to disciplinary action pursuant to the Seminole County Personnel Policies and Procedures. If an unauthorized commitment is made by a County employee, the applicable User Department must provide a fully completed Unauthorized Commitment Form ("UCF") to the Purchasing Manager within ten (10) Business Days of the User Department becoming aware of the unauthorized commitment. The UCF must include:

(A) background information pertaining to the unauthorized commitment;

(B) corrective action the User Department director has taken to prevent unauthorized commitments in the future, including requiring the County employee who makes the unauthorized commitment to attend procurement training; and

(C) disciplinary action taken against the County employee, if any.

(2) To the extent known, the Purchasing Manager will review the UCF for factual accuracy. If there are revisions to be made to the UCF, the Purchasing Manager will coordinate with the applicable User Department director to ensure a complete and accurate record of the facts are provided. If no revisions need to be made to the UCF, the Purchasing Manager will forward the UCF to the approving authority specified in this Section. Execution of the UCF by the applicable User Department director and the Purchasing Manager is only considered approval of the contents within the UCF and is not considered approval of the unauthorized commitment.

(3) If the unauthorized commitment is TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) or less, the Purchasing Manager will review the UCF for the unauthorized commitment. If the unauthorized commitment is between TEN THOUSAND AND 01/100 DOLLARS ($10,000.01) and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00) ~~or less~~, the Purchasing Manager must submit the UCF to the County Manager for review ~~approval~~ of the unauthorized commitment. If the unauthorized commitment is TWO HUNDRED FIFTY THOUSAND AND 01/100 DOLLARS ($250,000.01) and over, the UCF must be submitted to the

Board for review ~~approval~~ of the unauthorized commitment. If approved ~~by either the County Manager or the Board~~, the Purchasing Manager, County Manager, or the Chairman, as applicable, must execute the UCF signifying approval of the unauthorized commitment.

(4) Unauthorized commitments are not binding on the County. If the UCF is not approved after review by the Purchasing Manager, County Manager, or the Chairman, as applicable, the County will not be responsible for payment of goods and services under the unauthorized commitment.

3.556 WAIVER OF REQUIREMENTS. The Board, when deemed to be in the best interest of the County, may waive any requirements set forth in this Purchasing Policy, and proceed thereafter to take any action necessary determined to be in the best interest of the County. Notwithstanding this Section, the County must comply with all applicable laws, regulations, codes, and the terms and conditions of any grant.

3.557 ETHICS. County employees must comply with all applicable ethics laws, regulations, codes, policies, and procedures, including Seminole County Administrative Code Section 24.1 (Code of Ethics for County Employees), Seminole County Administrative Code Section 24.15 (Personnel Policies and Procedures), and Chapter 112, Part III, Florida Statutes (Code of Ethics for Public Officers and Employees), as may be amended. County employees are subject to disciplinary action for violations of the foregoing.

3.558 ELECTRONIC SIGNATURES.

(1) ***Electronic Signatures by Vendors*.** The Division is authorized to accept Electronic Signatures by Vendors on procurement documents.

(2) ***Electronic Signatures by the Division*.** County employees in the Division are authorized to use Electronic Signatures to the extent the County employees in the Division are authorized to execute procurement documents.

3.559 TANGIBLE PERSONAL PROPERTY OF COUNTY.

(1) ***Generally*.** Chapter 274, Florida Statutes and Rule 69I-73, Florida Administrative Code, as may be amended govern Property (also known as tangible personal property or fixed assets) owned by the County. Property control measures are set to provide a basis for establishing insurance values, maintain Property documentation to assist with replacement planning, transfer of Property within the County, and the disposition of surplus Property. The Property Administrator within the Division is delegated by the Board the responsibility for overseeing Property control measures, as outlined in this Section, for User Departments and other County entities such as, Constitutional Officers, the State Attorney's Office, and the Public Defender's Office. As authorized by Chapter 274, Florida Statutes, as may be amended, each User Department director, and respective Constitutional Officer, State Attorney, and Public Defender are delegated as the "Custodian," (with authority to designate a Custodian's Delegate within the respective department or office) who is each responsible for County Property within the respective User Department or entity, whichever is applicable.

(2) ***Threshold for Recording Property*.** In accordance with Rule 69I-73.002, Florida Administrative Code, all Property with a value or cost of FIVE THOUSAND AND NO/100 ($5,000.00) or more and a projected useful life of one (1) year or more and Attractive Items with a value or cost less than FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), must be recorded in the County's financial system for inventory purposes. For clarity, Attractive Items are not capital assets, but includes property that is susceptible to theft or loss, such as small generators, electronics, and trailers.

(3) ***Property Acquisition and Control Procedures.*** The Property Administrator must be notified in writing when a User Department receives Property, including the method of purchase. A BCC identification number will be assigned and will be physically affixed or otherwise marked by the Property Administrator or Custodian and registered in the County's financial system for inventory purposes

(4) **Delegation of Signature Authority.** The Purchasing Manager has the authority to designate the signing of Titles on all applicable assets to the Fleet Manager or designee.

~~(4)~~ (5) **Property Donations.**

(A) **Receipt of Donated Property.** User Departments receiving donated Property must promptly prepare and submit a memo to the Property Administrator, who will assign a BCC identification number and record the Property in the County's financial system for inventory purposes. The memo must include:

(i) how the Property was acquired;

(ii) the person or entity donating the Property;

(iii) a description of the Property, including the condition; and

(iv) an estimated dollar value of the Property.

(B) **Donating County Property.** User Departments seeking to donate surplus Property must prepare and submit a memo to the Purchasing Manager requesting approval, including documentation from the receiving entity confirming the request or acceptance of Property and the entity's tax exemption letter. The memo must include:

(i) a description of the Property; and

(ii) the BCC identification number.

~~(5)~~ (6) **Inventory of County Property.** In accordance with Rule 69I-73.006, Florida Administrative Code, the Property Administrator must coordinate with each Custodian or the Custodian's Delegate, to conduct a complete physical inventory of all Property, within the respective departments or offices, annually and whenever there is a change of Custodian or change of Custodian's Delegate. Custodians must notify the Property Administrator in writing within ten (10) Business Days when there is a change of Custodian or change of Custodian's Delegate. Within ten (10) Business Days from the completion of the physical inventory, the Custodian or the Custodian's Delegate is

responsible for completing the Asset Disposition Form for Property not found during the physical inventory and providing a copy of the police report (when applicable). The Asset Disposition Form is located on the Division's intranet webpage for User Departments or can be requested by other offices from the Property Administrator. The Property Administrator must prepare a report pertaining to the inventory of County Property and will provide such report to the County Manager, Chief Financial Officer, and the Clerk of the Circuit Court and Comptroller's Office.

~~(6)~~ (7) **Surplus County Property.** County Property determined to be surplus Property, as specified in Section 274.05, Florida Statutes, as may be amended, may be disposed in coordination with the Property Administrator. The manners of disposition include Property sold, donated, transferred, cannibalized, scrapped, destroyed, or traded. The User Department or office may offer surplus Property to other governmental units in the County. Prior to relocation of County Property, the Asset Disposition Form must be completed and promptly provided to the Property Administrator. County staff involved in the disposal of surplus Property must promptly provide the Property Administrator supporting documentation, which includes, insurance recovery funds, irrespective of the responsibility of the County staff charged with completing the Asset Disposition Form. User Departments must receive written approval from the Fleet Services Manager for disposition of rolling stock. Thereafter, rolling stock can be disposed of by the Property Administrator with the use of a Licensed Salvage Motor Vehicle Dealer, who must apply for a Certificate of Destruction, in accordance with Section 319.30, Florida Statutes, as may be amended. Each User Department or office is responsible for the expense associated with the relocation of the Property, including logistical planning. Non-rolling stock with no salvage value can be disposed of as determined by the Custodian or Custodian's delegate in accordance with Section 274.06, Florida Statutes, as may be amended.

3.560 COMPLIANCE WITH LAWS.

(1) Vendors and the County must comply with all applicable laws, regulations, codes, policies, and procedures. For procurements involving State or Federal Funds, the County will include applicable provisions in the contract between the County and the Vendor, such as Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards. All references to the laws, regulations, codes, policies, and procedures in this Purchasing Policy include those as may be amended.

(2) For any purchase paid for with federal funds, before a contract is awarded, the Division must confirm whether the recommended Vendor and any subcontractors they plan to use appear on the federal government's banned vendor list. This confirmation must be performed by searching www.sam.gov in accordance with 2 CFR § 200.213. Vendors appearing on the banned vendor list cannot be awarded the contract, and the County must move forward with the next qualified Vendor. Staff must save a copy of the search results in the contract file, including the date of the search and the Vendor's name and ID number. If a Vendor is confirmed as a banned vendor after bids are reviewed but before a contract is signed, the Division must notify the Purchasing Manager immediately to ensure compliance with this section.

3.561-3.570 RESERVED.

II SOURCE SELECTION AND CONTRACT FORMATION

3.571 GENERAL.

(1) **Competitive Procurement.** The County must procure goods and services in accordance with the Purchasing Ordinance and the Purchasing Policy. User Departments may not split the purchase of goods and services to avoid competitive procurement thresholds. When determined by the Division to be in the best interest of the County, the Division may combine requirements to competitively procure goods and services. The authorization document issued by the County may be on a fixed fee basis, where the scope of work is clearly defined and labor categories and rates are included in the contract; or may be on a not-to-exceed basis, where the scope of work is not clearly defined. To the extent feasible, the County encourages and promotes the use of recycled goods.

(2) **Types of Solicitations.** Depending on the goods or services sought, the County may use any of the following types of solicitations to procure goods and services: Invitation for Bid and BID ("IFB" or "BID"), Construction Contract ("CC"), Request for Proposal ("RFP"), Professional Services ("PS"), Design-Build ("DB"), Request for Information ("RFI"), and Request for Qualifications ("RFQu").

(3) **Additional Approvals Required from Specific User Departments.** Prior to the procurement of goods and services for the User Departments listed below, the following specific approvals must be obtained by User Departments:

(A) Fleet and Facilities – The approval of the Fleet Manager or Designee is required for the procurement of vehicles, motorized equipment, roadway equipment, after-market enhancements, and other Fleet related purchases.

(B) Information Technology – The approval of the Chief Information Officer or Designee is required for the procurement of goods and services that leverage solutions and equipment related to externally hosted technology, telecommunications, technology infrastructure/network, peripherals, software (both subscriptions and perpetual licenses), endpoints and devices, and maintenance and support contracts. Information Technology is responsible for reviewing the contemplated procurement to determine whether any portions of the solicitation include information that would be confidential and/or exempt from Florida's Public Records Law, redacting the applicable portions of the solicitation, and advising the Division accordingly.

(C) Emergency Management (Telecommunications) – The approval of the Emergency Manager or Designee is required for the procurement of goods and services for radio systems and all associated software and hardware, including interfaces to mission critical voice 911 dispatch communication equipment, computer aided dispatch ("CAD"), fire alerting systems, secured encrypted communications, radio tower leases, and all inside building structured cabling systems. Emergency Management (Telecommunications) is responsible for coordinating with Information Technology and reviewing the contemplated procurement to determine whether any portions of the

solicitation include information that would be confidential and/or exempt from Florida's Public Records Law, redacting the applicable portions of the solicitation, and advising the Division accordingly.

(D) Human Resources – The approval of the Director of Human Resources or Designee is required for the temporary hiring of employees, including staffing hired through an employment agency.

(E) County Manager's Office – Any use of the County logo must be approved in advance by the County Manager or Designee.

(4) **Contract Negotiations.** Contract negotiations are intended to finalize the agreement terms, conditions, scope of work, or the Vendor's technical or price proposal. When contract negotiations are necessary or in the best interests of the County, the negotiations team must develop a negotiation strategy to address each identified issue prior to entering negotiations with the Vendor. The Procurement Analyst will serve as the negotiations team leader and the lead negotiator on pricing issues. The County's Project Manager will be the lead negotiator on technical issues. Other members of the negotiation team may take the lead in respective areas of expertise; however, the Procurement Analyst is responsible for maintaining the focus and direction of the negotiation.

(5) **Sales Tax Recovery.** When determined by the Purchasing Manager or Designee, in coordination with the User Department, to be in the best interest of the County, Sales Tax Recovery ("STR") Resolution No. 96-R-177 will apply to the procurement of goods in construction projects. For procurements where the STR Resolution will apply, the Division will coordinate with the CAO to include specific requirements for Vendors in both the solicitation and the contract.

(A) Vendors must include total costs in their submittal, including price of goods (e.g., materials and equipment, with taxes included) and services, including all labor and administrative costs, inspection, handling, and storage costs, if any. If builder's risk insurance is required in the solicitation, Vendor's submittal must provide insurance coverage for the entire construction project, including the costs for goods subject to STR. Vendors must require that their suppliers follow the County's STR procedures.

(B) After award, the Vendor must furnish the County with a list identifying goods to be procured by the County for the construction project. The list must be reviewed and approved by the County project manager and the engineer of record.

(C) Once approved by the County project manager and the engineer of record, the User Department must complete a STR requisition and include information such as, item quantities, pricing by the Vendor's suppliers, delivery location, date of delivery, and any special terms that have been negotiated between the Vendor and their suppliers pertaining to payment terms, discounts, rebates, warranty information, credits, and any other applicable terms and conditions.

(D) Upon receipt of a STR requisition with all information required by the Division, the Division will issue a Purchase Order with supporting documentation to the

supplier and will require a Certificate of Entitlement from the User Department.

(E) The Vendor must generate a deductive change order stating the total price in the Purchase Order including the amount of sales tax. The deductive change order must be approved by the County project manager and submitted to the Division to be executed by the Purchasing Manager or Designee. The deductive change order must be executed before the Purchase Order is paid.

(F) The Vendor is responsible for confirming the goods received from suppliers as well as goods delivered to the County meet the requirements of the solicitation and the executed contract, including the related Purchase Order and change orders. Once confirmed, the Vendor, must submit all applicable invoices to the County representative. After review and upon approval, the County will make payment directly to the supplier in accordance with the Purchase Order. The County reserves the right to have a representative present during receipt of goods for the County construction project.

(G) Under STR, the Vendor must warrant the goods in the same manner as non-STR goods and will be responsible for any schedule interruptions or delays in connection with the goods. The Vendor must provide the County representative with a monthly report documenting the amount and description of STR goods accepted by the Vendor.

(6) **County Purchased Goods.** User Departments are authorized to prepare scopes of work for projects such that goods are competitively procured directly from a Vendor, as authorized in the Purchasing Ordinance and Purchasing Policy. In these instances, the County may benefit from exemption of taxes, subject to Section 212.08, Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, as may be amended. From the time of acceptance, the County assumes the risk of loss of any County purchased goods until the County provides the goods to the installation Vendor. The County project manager must notify the County's Risk Management Division, in writing, in advance when the County intends to purchase goods under this Section for coordination of storage location and to mitigate the risk of loss through appropriate insurance, which may include deductibles or self-insured retention.

(7) **Application of Sunshine Law to Purchasing Meetings.** Section 286.011, Florida Statutes, as may be amended, commonly referred to as the "Sunshine Law," provides a right of access to governmental proceedings and certain meetings, subject to statutory exemptions that may apply under certain conditions. Generally, while informal discussions among County staff are not subject to the Sunshine Law, Section 286.0113, Section 255.0518, and Section 255.0525, Florida Statutes, as may be amended, apply to certain meetings relating to or involving solicitations and Vendors, such as bid and proposal openings. The Division must ensure these statutory requirements are met.

(8) **Public Records Law.** Sealed bids and proposals are exempt from Public Records Law for a temporary duration in accordance with Section 119.071(1)(b)(2), Florida Statutes, as may be amended.

3.572 BRAND NAME OR EQUAL SPECIFICATIONS. User departments may seek to use a particular brand for certain goods. In these situations, the desire to use a particular

brand is not due to the brand itself, but rather due to the minimum characteristics and level of quality provided by a specific brand that meet the County's needs. When User departments desire to procure a particular brand for certain goods, User departments must prepare and provide the Division clear specifications, including the level of performance required of the goods, to allow for "brand name or equal" submittals by Vendors.

3.573 RESPONSIBILITY AND RESPONSIVENESS.

(1) **Responsive.** The County will review the Vendor's submittal for Responsiveness. A lack of conformity that is non-material in nature may be considered a technicality or irregularity that may be waived by the Division, in its sole discretion.

(2) **Responsibility.** In determining whether a Vendor is Responsible, the County will perform due diligence in reviewing the following factors, which may include:

(A) the ability, capacity, and skill of the Vendor to perform the contract;

(B) the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;

(C) the quality of Vendor's performance on previous contracts;

(D) the previous and existing compliance by the Vendor with applicable laws, regulations, codes, policies, and procedures;

(E) the sufficiency of Vendor's financial resources;

(F) the quality, availability, and adaptability of Vendor's goods and services to the particular use required;

(G) the number and scope of exceptions to the draft contract proposed by Vendor;

(H) reasonableness of the price proposed;

(I) whether the Vendor meets licensing and certification requirements;

(J) whether the Vendor can perform the contract promptly, or within the time specified, without delay or interference;

(K) whether the Vendor is suspended or debarred by the County, another locality in the State of Florida, or the State of Florida;

(L) whether the Vendor is active and legally registered to conduct business in the State of Florida; and

(M) the Vendor's ability to meet insurance requirements.

(3) **Request for Additional Information and Failure to Provide Requested Information.** At any time, the Division may request additional information from a Vendor that has formally responded to a solicitation. If the Vendor fails to provide the information

within the timeframe requested by the Division, the Division will base the determination of Responsibility upon information available or may find the Vendor non-Responsive. If the Vendor is found non-Responsive or non-Responsible, the Division Manager or Designee will prepare a written determination setting forth the basis of the finding. A copy of the Division's findings will promptly be provided to the Vendor and a copy will be made part of the contract file.

3.574 SMALL PURCHASES.

(1) **Generally.** A purchase in an amount less than the Mandatory Bid Limit must be made in accordance with the procedures authorized in this Purchasing Policy.

(2) **Purchases $10,000.00 or Less.** A purchase in an amount TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) or less may be made in accordance with the "Purchasing Card (P-Card) Program" Section of this Purchasing Policy, or by requesting a Purchase Order or Blanket Purchase Order for issuance and execution by the Division. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00).

(3) **Purchases between $10,000.01 and $25,000.00.** Two (2) quotes must be obtained by the User Department and provided to the Division with the requisition for purchases between TEN THOUSAND AND 01/100 DOLLARS ($10,000.01) and TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). Upon receiving the quotes, User Departments must complete a Quotation Form and submit it to the Division. The Division will issue and execute either a Purchase Order or a Blanket Purchase Order. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00).

(4) **Request for Quotations ("RFQ") between $25,000.01 and $100,000.00.** The Division will attempt to obtain at least three (3) written quotes and will provide the quotes to the User Department for purchases between TWENTY-FIVE THOUSAND AND 01/100 DOLLARS ($25,000.01) and ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00). The Division will issue and execute a Purchase Order.

(5) **Documentation.** The Division shall maintain documentation on the quotes received to justify the award.

(6) **Award.** Generally, the purchase must be made from the lowest, Responsive, Responsible Vendor; however, if the purchase is from a Vendor that is not the lowest priced Vendor, the User Department must provide the Division written justification for review and approval to ensure the purchase is in the best interest of the County. Once approved by the Division, the User Department is responsible for entering a requisition for a Purchase Order.

3.575 COMPETITIVE SEALED BIDDING.

(1) **Generally.** The procurement of goods and services equal to or greater than the Mandatory Bid Limit must be competitively awarded, unless an exemption to the competitive solicitation requirement exists within the Purchasing Ordinance or the Purchasing Policy, as authorized by law.

(2) **Types of Solicitations.**

(A) **Invitation for Bid and BID.** An IFB and BID is used when there is a defined scope. IFB results in a term contract where Vendors may not begin work without a Release Order. For an IFB that includes the procurement of Property, User Departments must request a Purchase Order from the Division. BID is used for one-time purchases where Vendors may not begin work without a Purchase Order.

(B) **Construction.** Construction solicitations are used for projects involving the construction or improvement of public property, resulting in a construction contract ("CC"). For project specific CC's, Vendors may not begin work without a Notice to Proceed. For CC master services agreements, projects will be competed among the awarded Vendors and a Work Order will be issued to the lowest priced Vendor.

(3) **Public Notice.**

(A) **IFB and BID.** Public notice for IFB and BID must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to bid opening.

(B) **Construction.** Public notice for construction projects must be advertised in accordance with Section 255.0525, Florida Statutes, as may be amended. Note, there are differing advertisement requirements based on the monetary thresholds referenced in the statute.

(C) **Pre-Bid Conference.** The Division will coordinate with the User Department to determine whether a pre-bid conference is appropriate. If a pre-bid conference is requested by the User Department, one will be scheduled in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(4) **Liquidated Damages.** As it may be difficult to calculate damages resulting from the failure of a Vendor to complete the contract on time, liquidated damages may be included in the contract. Liquidated damages are enforceable if the assessment is not strictly a penalty, and the assessment of actual damages as of the time of making the contract is uncertain. The amount of liquidated damages must not be unreasonable, must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach, and must not be intended to induce the breaching Vendor to perform the contract. User Departments are responsible for determining the appropriate amount of liquidated damages prior to advertisement of a solicitation. Nothing in this Section is intended to limit the County's ability to include a provision for liquidated damages and the County's ability to collect actual damages for other elements calculated based on costs actually incurred.

(5) **Bid Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's bid reaches the location, time, and date specified in the solicitation. Bids received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver bids to the County in accordance with the solicitation. Vendors may

withdraw bids at any time prior to bid opening, provided the person within the Vendor's organization who submitted the bid provides a written request, which will be confirmed verbally by the Division.

(6) **Bid Review.** Bids will be reviewed initially by the Division for Responsiveness and Responsibility. For construction projects, a Review Committee will review bids to further determine Responsibility and will be responsible for conducting reference checks unless such reference checks are requested to be performed by the Division. Except when requested for the Division to perform reference checks, upon gathering information, the Review Committee must promptly forward to the Division written comments from references. For non-construction purchases, the County's Project Manager will review bids and will provide a recommendation for award to the Division. The Division may request additional information to determine whether the Vendor is Responsible. If the Vendor fails to timely provide the requested information, the County may base the determination of a Responsible Vendor upon the information available or may determine the Vendor to be non-Responsive. Prior to award or rejection, the Purchasing Manager must consider any additional information gathered as it relates to whether a Vendor is Responsible. Nothing in this Section is intended to prohibit the acceptance of a voluntary reduction in price from the lowest bidding Vendor after bid opening and prior to award, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any items submitted by Vendor in response to the solicitation.

(7) **Federal Banned Vendor Check.** For any purchase paid for with federal funds, before a contract is awarded, the Division must confirm whether the recommended Vendor and any subcontractors they plan to use appear on the federal government's banned vendor list. This confirmation must be performed by searching www.sam.gov in accordance with 2 CFR § 200.213. Vendors appearing on the banned vendor list cannot be awarded the contract, and the County must move forward with the next qualified Vendor. Staff must save a copy of the search results in the contract file, including the date of the search and the Vendor's name and ID number. If a Vendor is confirmed as a banned vendor after bids are reviewed but before a contract is signed, the Division must notify the Purchasing Manager immediately to ensure compliance with this section.

~~(7)~~ (8) **Errors in Extension of Unit Prices.** Prior to award, the Division may correct calculation errors in the extension of unit prices provided in the Vendor's submittal, upon Vendor's concurrence in writing to correct the calculation errors. If the Vendor does not concur to the correct calculation of the extension of unit prices, the Vendor's bid will be deemed non-Responsive. The County will not revise the unit prices bid. If a Vendor provides bid prices in words and in digits and the words and the digits do not match, the words will control. Any other discrepancies in the bid may be sufficient to consider the bid as non-Responsive.

~~(8)~~ (9) **Requirement for Bid Security.** A Vendor must provide Bid Security for all competitive sealed bidding for construction contracts if the price is estimated to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) or if required by the Purchasing Manager or Designee.

(A) **Amount of Bid Security.** The amount of Bid Security required will be indicated in the solicitation.

(B) **Rejection of Bids for Non-Responsiveness with Bid Security Requirements.** If the solicitation requires Bid Security and Bid Security is not provided with the bid, the bid will be rejected as non-Responsive.

(10) **Withdrawal of Bid.** A Vendor may withdraw their bid prior to bid opening. At Vendor's option, Vendor may re-submit their bid prior to bid opening. If the Vendor withdraws their bid prior to bid opening, no action will be brought against the Bid Security. Failure to withdraw a bid prior to bid opening may result in County retaining Vendor's Bid Security. For the avoidance of doubt, Vendor may not re-submit their bid after bid opening.

(11) **Unbalanced Bids.** The County will review bids for any extreme variations from the County's estimate or where obvious unbalanced unit or lump sum pricing exists. If a bid contains the aforementioned, the Division will prepare written justification to support the award or determine the bid non-Responsive.

(12) **Bids Exceeding Budgeted Funds.** If only one (1) bid is received from a Responsive, Responsible Vendor which exceeds the County's budgeted funds, the Purchasing Manager or Designee may negotiate an adjustment to the bid price or bid specifications provided, that it would not be in the County's best interest to re-solicit due to time and economic concerns.

(13) **Tie Bids.** If a tie results between two or more lowest, Responsive, Responsible Vendors, a best and final offer will be requested from the tied Vendors. If the best and final offer results in a tie, the shortest delivery time will be used as the basis for award, and if the shortest delivery time results the same, a coin flip will be performed as the basis for award.

(14) **Award.**

(A) **Generally.** The County will enter into a contract with the lowest, Responsive, Responsible Vendor in accordance with the Purchasing Ordinance and the Purchasing Policy. In the event only one (1) bid is received, the County may award or negotiate with the sole Vendor if it is deemed to be in the best interest of the County. For contract awards to multiple Vendors, the County will distribute the work equally. Equal distribution of the work will be measured by the dollar value of the work, such that each Vendor obtains an equal share, to the extent possible, of the total dollars spent annually on the contract.

(B) **Public Construction Projects.** The construction or improvement of a public building, structure, or other public construction work and electrical work must be Competitively Awarded to an appropriately licensed contractor for each project estimated to cost more than the monetary thresholds specified in Section 225.20(1), Florida Statutes, as may be amended. "Competitively Awarded" for purposes of this "Public Construction Projects" Section is defined and specified in Section 255.20(1), Florida Statutes, as may be amended.

~~(i)~~ (C) **Continuing Contracts for Public Construction Projects.** The construction or improvement of a public building, structure, or other public construction work must be Competitively Awarded to an appropriately licensed contractor for each project that is estimated to cost equal to or less than the monetary thresholds defined and specified in Section 255.20(1), Florida Statutes, as may be amended, provided that each Work Order under the contract does not also exceed such monetary thresholds.

~~(C)~~ (D) **County Road System.** County Road System projects, such as construction and reconstruction of roads and bridges, resurfacing, full scale mineral seal coating, and major bridge and bridge system repairs estimated to cost more than the monetary threshold specified in Section 336.41(4), Florida Statutes, as may be amended, must be competitively awarded. The County may elect to utilize a continuing contract based on unit prices, provided that each Work Order under the contract does not exceed the estimated costs specified in 287.055(2)(g), Florida Statutes, as may be amended. Notwithstanding, all construction and reconstruction of roads and bridges, including resurfacing, full scape mineral seal coating, and major bridge and bridge system repairs, to be performed utilizing the proceeds of the eighty percent (80%) portion of the surplus of the constitutional gas tax must be competitively awarded in accordance with Section 336.41(4), Florida Statutes, as may be amended.

3.576 COMPETITIVE SEALED PROPOSALS.

(1) **Generally.** The procurement of goods and services equal to or greater than the Mandatory Bid Limit must be competitively awarded, unless an exemption to the competitive solicitation requirements exists within the Purchasing Ordinance or the Purchasing Policy, as authorized by law.

(2) **Types of Solicitations.**

(A) **Request for Information ("RFI").** An RFI is used to solicit information from Vendors that will be the basis for the award of a contract or that will result in a subsequent solicitation.

(B) **Request for Proposal ("RFP").** An RFP is used to procure goods and services when the requirements are not clearly known, are qualitative rather than quantitative, or when the User Department seeks a solution to a problem, and the selection of a Vendor is made based on an evaluation where price is one factor among others specified in the solicitation. For contracts pursuant to an RFP, Vendors must not begin work without a Purchase Order or Work Order.

(C) **Request for Qualifications ("RFQu").** An RFQu is used to obtain statements of qualifications from Vendors to gauge interest in the marketplace or to select the most qualified Vendors to move forward in an RFP solicitation process, either of which may result in the award of an Agreement.

(3) **Public Notice.** Public notice must be advertised in a newspaper of general circulation and on the County website in accordance with Section 255.0525, Florida Statutes, as may be amended.

(4) **Pre-Proposal Conference.** The Division will coordinate with the User

Department to determine whether a pre-proposal conference is appropriate. If a pre-proposal conference is requested by the User Department, one will be scheduled in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(5) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor's organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.

(6) **Proposal Review and Evaluation Committee.**

(A) Proposals will be reviewed initially by the Division for Responsiveness and Responsibility.

(B) The Evaluation Committee will independently evaluate proposals fairly and equally based only on the criteria set forth in the solicitation and must provide detailed comments. The method of evaluation will be specified in the RFP as either a weight (points) system or a rating (adjectival) system.

(i) For the weight (points) system, each criterion will be assigned a specific percentage and each Evaluation Committee member must document justification for the score given, which includes describing strengths, weaknesses, and deficiencies.

(ii) For the rating (adjectival) system, each criterion will be assigned a specific adjective and the Evaluation Committee member must document justification for the adjective given. The adjectives are: Highly Acceptable – proposals that exceed the criterion requirement and have enhancing features, which must be documented, as benefitting the County; Acceptable – proposals that meet the County's requirements; Marginal – proposals contain minor weaknesses or deficiencies, which must be documented, and that could have an impact if accepted; and Unsatisfactory – proposals that contain major weaknesses or deficiencies, which must be documented, and that could have a negative impact on the project.

(C) The Division will coordinate and facilitate the Evaluation Committee meeting and assist the Evaluation Committee in complying with procedural and statutory requirements. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(D) After review and evaluation of proposals, a final ranking will be established. At the Evaluation Committee's request, the Division may invite top ranked Vendors for discussions and presentations to assure the Vendor's full understanding of the scope of services. The Evaluation Committee will also be responsible for conducting

reference checks unless such reference checks are requested to be performed by the Division. Except when requested for the Division to perform reference checks, upon gathering information, the Evaluation Committee must promptly forward to the Division comments from references.

(E) The Division may request "best and final offers" or conduct negotiations for minor scope changes and pricing from the top ranked Vendors.

(F) The Division may negotiate with the highest-ranked Responsive, Responsible Vendor, for an adjustment to the price proposal, specifications, or both to enter into a contract within budget.

(7) **Award.** The Division will compile the Evaluation Committee's scores to determine the final ranking. The County will enter into a contract with the top-ranked, Responsive, Responsible Vendor determined, in writing, to be the most advantageous to the County. In the event only one (1) proposal is received, the County may award or negotiate with the sole proposer, if determined to be in the best interest of the County.

3.577 CONSULTANTS' COMPETITIVE NEGOTIATION ACT.

(1) **Generally.** Services within the scope of the practice of architecture, landscape architecture, professional engineering, and registered surveying and mapping are governed by Section 287.055, Florida Statutes, as may be amended, also known as the "Consultants' Competitive Negotiation Act ("CCNA").

(2) **Types of Solicitations.**

(A) Professional Services ("PS") are used for projects governed by the CCNA. PS solicitations may result in a master services agreement. Under master services agreements, Vendors must not begin work until the Division issues a Work Order. Alternatively, PS solicitations may result in a project specific agreement. Under project specific agreements, Vendors may begin work upon full execution of the agreement.

(i) Project-Specific in accordance with Section 287.055, Florida Statutes, as may be amended.

(ii) Continuing Contracts means the definition used in Section 287.055(2)(g), Florida Statutes, as may be amended.

(iii) Construction Manager at Risk ("CMAR") means a professional services solicitation for a consultant who will provide pre-construction services (e.g., constructability reviews and cost estimating) and construction services (with their own workforce and sub-contractors), assuming all responsibility for the construction of a project at a Guaranteed Maximum Price.

(iv) Construction Management ("CM") a professional services solicitation for a consultant to oversee a construction project on behalf of the COUNTY.

(B) Design-Build ("DB") means a single contract with a Design-Build Firm for the design and construction of a public construction project. Vendors must not

begin work until a Notice to Proceed is issued.

(3) **Public Notice.** The County must provide notice in accordance with Section 287.055(3), Florida Statutes, as may be amended. Public notice for solicitations must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to solicitation opening.

(4) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor's organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.

(5) **Due Diligence.** If after proposal opening, there are fewer than three (3) firms that respond to the solicitation, the Division must perform due diligence and determine that every effort was made to meet the requirements set forth in Section 287.055(4), Florida Statutes, as may be amended. Once a determination has been made that such due diligence was performed, the County will proceed with evaluation of the proposals received or may choose to cancel the solicitation and issue a new solicitation.

(6) **Proposal Review and Evaluation.** Proposals will be reviewed initially by the Division for Responsiveness and Responsibility. The Evaluation Committee will independently evaluate proposals fairly and equally based only on the criteria set forth in the solicitation and in compliance with Section 287.055, Florida Statutes, as may be amended. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(A) The Evaluation Committee will evaluate statements of qualifications and performance data submitted and must conduct discussions with Vendors, and may require public presentations in accordance with Section 287.055(4)(a), Florida Statutes, as may be amended.

(B) The Evaluation Committee must select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services, in accordance with Section 287.055(4)(b), Florida Statutes, as may be amended. Thereafter, the Division must provide such order of preference to the Board for authorization to negotiate a contract.

(7) **Competitive Negotiation and Award.** Once the Board approves the ranking and authorization has been provided to negotiate with the top ranked firm(s), the Procurement Analyst will request a rate schedule and a Truth-in-Negotiation certificate from the top ranked firm or firms and the Division will negotiate loaded billing rates and a contract with the most qualified firm or firms for Professional Services at compensation which the Division determines is fair, competitive, and reasonable, in accordance with

Section 287.055(5), Florida Statutes, as may be amended.

(8) **Tie Breaker Protocols.** For CCNA solicited projects, the ranking is based on the total average ranking of each proposer. In the event of a tie ranking, the tied proposers' total scores from each Evaluation Committee member will be added and the proposer with the highest total scores will be ranked highest among the tied proposers. If the total scores of two (2) or more of the tied proposers also results in a tie, the Purchasing Manager or designee may instruct the Evaluation Committee to conduct further deliberations, evaluations, and/or rescoring of the proposers until a ranking or total score without a tie is achieved.

3.578 DESIGN-BUILD SERVICES.

(1) **Generally.** The County may elect to use a Design-Build Firm for the procurement of design-build services pursuant to a Design-Build Contract. Design-build services must be procured in accordance with Section 287.055(9), Florida Statutes, as may be amended. The solicitation documents must identify which procurement method will apply for the project.

(2) **Procurement Methods.** Pursuant to Section 287.055(9)(c), Florida Statutes, as may be amended, the County must use one of two types of procurement methods, as further specified in the statute:

(A) Competitive Proposal Selection Process.

(B) Qualification Based Selection Process.

(3) **Public Notice.** The County must provide notice in accordance with Section 287.055(3), Florida Statutes, as may be amended. Public notice for solicitations must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to solicitation opening.

(4) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor's organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.

(5) **Proposal Opening.** Proposals will be opened in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(6) **Proposal Review and Evaluation.** Proposals will be reviewed initially by the Division for Responsiveness and Responsibility. The Evaluation Committee will independently evaluate proposals fairly and equally based on the criteria set forth in the solicitation and Section 287.055, Florida Statutes, as may be amended. Only the criteria set forth in the solicitation and Section 287.055, Florida Statutes, as may be amended,

may be used to evaluate the proposals. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(A) The Evaluation Committee will evaluate statements of qualifications and performance data submitted and must conduct discussions with, and may require public presentations by, no fewer than three (3) Design-Build Firms, in accordance with Section 287.055(4)(a), Florida Statutes, as may be amended. If there are fewer than three (3) Design-Build Firms that respond to the solicitation, the Division must perform due diligence and determine that every effort was made to meet the requirements set forth in Section 287.055(4), Florida Statutes, as may be amended. Once a determination has been made that such due diligence was performed, the County will proceed with evaluation of the proposals.

(B) If at least three (3) Design-Build Firms have submitted proposals or after performing due diligence when fewer than three (3) Design-Build Firms respond to the solicitation, the Evaluation Committee must select in order of preference no fewer than three (3) Design-Build Firms deemed to be the most highly qualified to perform the required services, in accordance with Section 287.055(4)(b), Florida Statutes, as may be amended. Thereafter, the Division must provide such order of preference to the Board for authorization to negotiate a contract.

(7) **Competitive Negotiation and Award.** Once Board authorization has been provided, the Division must negotiate a contract with the most qualified Design-Build Firm at compensation which the Division determines is fair, competitive, and reasonable, in accordance with Section 287.055(5), Florida Statutes, as may be amended.

(8) **Stipend to Unsuccessful Shortlisted Design-Build Firms.** The County may, in its sole discretion, offer a stipend to unsuccessful shortlisted Design-Build Firms. The determination of whether a stipend will be offered must be made by the County prior to public notice of the solicitation and will be based upon the User Department's analysis of the estimated proposal development costs and the anticipated degree of engineering design required during the procurement process. The stipend must be conditioned upon the effect that if an unsuccessful shortlisted Design-Build Firm accepts the stipend, the County acquires ownership of the design work prepared for the submittal and the County may use the design work in County's sole discretion.

3.579 PURCHASING CARD (P-CARD) PROGRAM.

(1) **Generally.** The County P-Card Program is designed to improve efficiency in processing low dollar procurements from any Vendor that accepts a credit card.

(2) **P-Card Form.** Upon the completion of a Purchasing Card Request Form ("PCRF") by the User Department and submittal of the PCRF to the Division, the Division will submit the request for the issuance of a P-Card in the name of the County employee. Each cardholder's spending limit is specified on the PCRF completed by the User Department and approved by the User Department director. In the case of User Department directors, the PCRF must be approved by the County Manager or Designee. User Departments may specify more restrictive requirements for use of the P-Card on the

PCRF than specified in this "Purchasing Card (P-Card) Program" Section. User Departments must submit a revised PCRF to the Division in the event of any changes (e.g., request for closure of the P-Card, changes to spend limits, departmental transfers, or temporary pauses of the P-Card due to extended absences) to the original PCRF submitted.

(3) **Lost or Stolen P-Cards.** In the event a cardholder's P-Card is lost or stolen, the cardholder must immediately notify the issuing bank, the Delegate, if any, and the Division.

(4) **P-Card Deactivation.** Upon written notification to the Division, the Division will be responsible for promptly deactivating cardholders who separate from the County, whether by resignation or otherwise.

(5) **Cardholders or Delegates.** A cardholder or Delegate in the P-Card Program is tasked with responsibilities that include, but are not limited to:

(A) checking budget availability to support purchases;

(B) coding and Allocating P-Card charges to the User Department at the end of each billing cycle;

(C) signing the coded transaction report and verifying with cardholder's financial staff for accuracy;

(D) forwarding the coded transaction report to the Clerk of the Circuit Court and Comptroller's Office; and

(E) serving as the liaison between the Clerk of the Circuit Court and Comptroller's Office and the cardholder's department in reconciliation of transactions, invoices, fraud, and disputes.

(6) **P-Card Training and P-Card Agreement.** After submittal of the PCRF to the Division but prior to receipt of the P-Card, the County employee must attend initial training provided by the Division. After initial training is completed, all cardholders must sign a P-Card Agreement, signifying agreement to the terms and conditions specified in this Purchasing Policy. Thereafter, all cardholders and Delegates must attend annual training within thirty (30) days of notification from the Division. Failure to timely complete the annual training will result in loss of P-Card privileges.

(7) **Cardholder Spending Limits.**

(A) **Maximum Credit Limit.** The County's maximum credit limit on a P-Card is set to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). User Departments seeking a credit limit exceeding this amount must provide the Division a memorandum from the County Manager specifying the name of the individual approved to exceed the maximum credit limit and the amount approved for an increase.

(B) **Single Item Purchase Limit.** The single item purchase limit for goods is set to ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00). The single item purchase limit may not be exceeded without the written approval of the

Division.

(C) **Total Amount Per Transaction Purchase Limit.** The total amount per transaction purchase limit is set to FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00).

(D) **Maximum Daily Transactions.** The maximum daily (twenty-four (24) hour period) number of transactions is set to ten (10) and may not be exceeded without the written approval of the Division.

(8) **P-Card Limitations.**

(A) **P-Card Use.** The P-Card may be used for authorized County purchases set forth in this Purchasing Policy, including Direct Pay Items. The P-Card may only be used by the person whose name appears on the P-Card. P-Card cardholders are encouraged to use merchants who do not charge convenience fees. If no merchants are found who do not charge convenience fees, the convenience fees must not exceed five percent (5%) of the purchase. If convenience fees are expected to exceed five percent (5%), the purchase must be made by means other than through the use of a P-Card, as authorized by the Purchasing Ordinance and Purchasing Policy or through an approval in writing by the P-Card Administrator or Designee to proceed with the purchase. The Community Services Department may pay fees associated with the Shelter Plus Care and Rapid Re-Housing programs.

(B) **Prohibited Uses.** Cardholders may not:

(i) allow anyone other than the cardholder to use the P-Card;

(ii) copy or share the P-Card or the P-Card information in any form;

(iii) split purchases into multiple transactions or use multiple P-Cards to avoid compliance with this Purchasing Policy;

(iv) backorder or pre-pay for purchases; and

(v) conduct P-Card transactions that result in automatic renewal charges unless authorized in advance by the Division in writing.

(C) **Prohibited Purchases.** The P-Card may not be used to make the following purchases:

(i) gasoline, fuel, and oil for County or personal vehicles;

(ii) telephone, cell phone, and utility services;

(iii) gas-powered tools maintained by Fleet Services or gas-powered tools in an amount over FIVE HUNDRED AND NO/100 DOLLARS ($500.00);

(iv) payments on invoices older than forty-five (45) days, except as approved by the P-Card Administrator;

(v) food purchases, including meals and incidentals when traveling, except as approved by the County Manager;

(vi) alcoholic beverages and tobacco products;

(vii) entertainment expenses;

(viii) clothing and apparel, except as approved by the County Manager;

(ix) gift cards, except as approved by the County Manager;

(x) taxes;

(xi) rental or lease of buildings or land, except with the use of a Centralized P-Card;

(xii) computer equipment, including software, personal computers, tablets, laptops, cell phones, printers, network equipment, or any computer equipment that is inserted into a computer, such as memory or disk drives over TWO HUNDRED AND NO/100 DOLLARS ($200.00), except by the Information Technology Department.

(D) **Limited Use.** Procurements for goods and services pursuant to County-approved contracts, including piggyback contracts, requires due diligence by the User Department to obtain contract pricing prior to the use of a P-Card.

(9) **Emergency P-Cards.** The Division has four (4) P-Cards designated as "Emergency Purchasing Cards" for use during declared emergencies by governmental entities, which affect the County. Emergency Purchasing Cards may be used by the Division or County employees designated by the County's Chief Financial Officer. County employees designated by the County's Chief Financial Officer to use Emergency Purchasing Cards must have completed initial P-Card training and the most recent annual P-Card training. Emergency Purchasing Cards may be used without limitation; however, purchases must be made in accordance with this Purchasing Policy to the extent practicable.

~~(A)~~ Among the Division's four (4) Emergency Purchasing Cards, the County's Fire Department has two (2) Emergency Purchasing Cards for use during declared emergencies where Seminole County has been requested to assist. When County Fire Department employees are deployed, the Fire Chief or Delegate must notify the Division of the name and contact information, including current cell phone number, of those holding the Emergency Purchasing Cards.

(10) **Centralized P-Card.**

(A) The Division is responsible for the use of the Centralized P-Card on behalf of User Departments. The Centralized P-Card has a transaction and spend limit in the amount of THREE MILLION AND NO/100 DOLLARS ($3,000,000.00); however, transactions must be made in accordance with this Purchasing Policy to the extent practicable. Transactions that may be completed with the Centralized P-Cards are generally those that are reoccurring expenses.

(B) In the event, the User Department requests payment using the Centralized P-Card, the Division may require the User Department to enter a requisition in the financial system for processing, notating the requested use of the Centralized P-Card.

(11) **P-Card Travel Privileges.**

(A) **Generally.** Cardholder must submit to the Division an approved Travel Authorization Request Form ("Travel Form"), at least five (5) Business Days prior to the travel. Travel-related charges will be allowed for County-authorized travel for the dates specified on the Travel Form.

(B) **Requirements.**

(i) Travel expenses must be in accordance with the "Travel" Section (3.50) of the Seminole County Administrative Code, as may be amended.

(ii) Cardholders must include the completed Travel Form with each Allocation.

(C) **Exception.** The County's Tourism Division is not subject to this "P-Card Travel Privileges" Section.

(12) P-Card Transaction Documentation. All cardholders must obtain detailed documentation for each transaction. The Division will communicate in writing to all cardholders the day and time each month by which cardholders ~~and~~ must Allocate transactions ~~no later than 5:00 p.m. Sanford, Florida time on the 25th day of each month~~ by reconciling the transactions appearing on the monthly coded transaction report. The reconciliation includes reviewing all information on the monthly coded transaction report, verifying charges, credits, outstanding disputes, refunds, and confirming appropriate account lines are used. In the case of the County's Fire Department for the use of Emergency Purchasing Cards specifically, the Delegate is responsible for the aforementioned. P-Card transaction documentation must be retained in accordance with the Florida Department of State, Division of Library and Information Services retention schedule requirements, including item #435 titled, "Financial Transaction Records: Detail," as may be amended.

(13) **P-Card Program Internal Controls.** The Clerk of the Circuit Court and Comptroller's Office is responsible for:

(A) reviewing each coded transaction report and supporting documentation to ensure compliance with County-established policies;

(B) contacting the Delegate or the cardholders to resolve any discrepancies found within the documentation and may escalate issues to the Division; and

(C) notifying the Division of all missing signatures, discrepancies, late coded transaction reports, receipts, or suspicious purchases for the Division to investigate and take the appropriate action in accordance with this Purchasing Policy.

(14) **Disciplinary Actions.**

(A) A cardholder is in violation of this Purchasing Policy when one makes improper or unauthorized uses of the P-Card, including when one makes uses of the P-Card without strict adherence to the P-Card Program. In the event this occurs, the cardholder, Delegate, or anyone with knowledge of the violation must immediately report such violation to the Division. The Division is authorized to take the following actions as it pertains to P-Card privileges:

(i) First Offense – suspension of cardholder privileges for a minimum of seven (7) calendar days and written notification to immediate supervisor.

(ii) Second Offense – suspension of cardholder privileges for a minimum of thirty (30) calendar days and written notification given to immediate supervisor and User Department director.

(iii) Third Offense – immediate cancellation of P-Card and written notification to cardholder, immediate supervisor, User Department director, and the County's Human Resource Department.

(B) The County may, in addition to or in lieu of the Division's actions, take additional disciplinary actions against the cardholder, including suspension without pay; termination of employment; requiring the cardholder to reimburse the County for the total amount of improper charges through payroll deduction or direct payment; or pursuing civil or criminal charges.

3.580 APPROVAL AUTHORITY.

(1) **Purchases $100,000.00 or Less.** The Purchasing Manager or Designee is authorized to award and execute documents for purchases ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) or less.

(2) **Purchases between $100,000.01 and $250,000.00.** The County Manager or Designee is authorized to award and execute documents for purchases between ONE HUNDRED THOUSAND DOLLARS AND 01/100 ($100,000.01) and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00).

(3) **Purchases $250,000.01 and Over.** The Board is authorized to award purchases TWO HUNDRED FIFTY THOUSAND AND 01/100 DOLLARS ($250,000.01) and over.

~~(A)~~ (4) **Professional Service Contracts.** The Board is authorized to award master service contracts for Professional Services based on an estimated usage.

~~(4)~~ (5) **Construction Purchases $500,000.00 or Less.** The Purchasing Manager or Designee is authorized to award and execute construction contracts, including related documents, provided the amount does not exceed FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00), and provided the award is to the lowest, Responsive, Responsible Vendor. The Board is authorized to award construction contracts exceeding FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) or if the award is to a Vendor other than the lowest, Responsive, Responsible Vendor.

~~(5)~~ (6) **Revenue Generating Contracts.** All revenue generating contracts must be awarded by the Board unless such authority to award is otherwise delegated to the Division.

~~(6)~~ (7) **Parks and Recreation and Community Services.** The Board desires to exempt certain services from the Purchasing Policy for the Parks and Recreation Department and the Community Services Department. All other services must be procured in accordance with the Purchasing Ordinance and this Purchasing Policy. See Seminole County Administrative Code Section 12.10 titled, "Community Services Approval Authority," for Community Services, and Section 28.45 titled, "Parks and Recreation Approval Authority" for Parks and Recreation.

~~(7)~~ (8) **Renewal Term Options.**

(A) The Purchasing Manager or Designee is authorized to exercise renewal term options, in accordance with the terms and conditions of the original contract, as may be amended, provided:

(i) the Division notifies the User Department, and the User Department confirms the need to continue services and confirms the budget is available to exercise the renewal option;

(ii) requests for increases in costs are within the Board-approved budget, and are reasonable, as determined by research conducted by the Division; and

(iii) the Vendor's past performance is satisfactory.

(B) If there are exigent circumstances, the Purchasing Manager or Designee may request an amendment from the CAO to revise the term and grant an additional six (6) month extension beyond the renewal term. Any extensions beyond six (6) months must be approved by the Board.

~~(8)~~ (9) **Work Orders.** The Purchasing Manager or Designee is authorized to execute Work Orders, provided the Work Orders are within the Board-approved budget.

~~(9)~~ (10) **Construction Change Orders.** The Purchasing Manager or Designee is authorized to execute all change orders, provided the change does not exceed a five percent (5%) increase over the Board-approved contract value for construction contracts, unless approved otherwise by the Board. Board-approved contracts may include deductive change orders based on the County's STR procedures and may include budgeted contingency. In either case, the Board-approved contract value remains unchanged for purposes of calculating the five percent (5%) increase specified in this "Construction Change Orders" Section. Change orders for amounts greater than those specified in this "Construction Change Orders" Section may be approved by the County Manager or Designee, but must be promptly ratified by the Board.

~~(10)~~ (11) **Amendments.** User Departments may submit requests to the Division for amendments for modifications to a contract, which may include minor changes to the scope of work, completion time, and compensation.

(A) The Purchasing Manager or Designee is authorized to execute amendments for Vendor name changes and assignments.

(B) For non-construction contracts, the Purchasing Manager or Designee is authorized to execute amendments for increases in contract pricing within the Board-approved budget amount for the User Department.

(C) Amendments revising contractual terms that increase liability exposure, or amendments for mergers, acquisitions, or the like, must be approved by the Board in advance of execution.

~~(11)~~ (12) **Delegation of Authority to Execute.** The Board and County Manager or Designee's authorization for award or approval includes a delegation of authority for the Purchasing Manager or Designee to execute the awarded or approved documents.

~~(12)~~ (13) **Settlement of Contract Claims.** The Purchasing Manager, with the concurrence of the County Manager, is authorized to settle contract claims, provided the contract value and settlement amount is ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) or less. The Board must approve settlement of contract claims if the contract value and settlement amount exceeds ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00).

3.581 PIGGYBACK PURCHASES.

(1) **Generally.** The Division is authorized to piggyback other governmental agency contracts. The User Department must enter a requisition referencing the contract number and attaching applicable supporting documentation, as required by the Division.

(2) **Review Process.** The Purchasing Manager or Designee is responsible for ensuring the piggyback will meet the County's needs and the purchase is within the parameters of the competitively awarded contract to the lowest priced Vendor. The Purchasing Manager or Designee will review the following information: a copy of the government agency solicitation, bid tabulation, executed contract, and amendments, if any, Vendor's written confirmation that the goods or services offered are under the same pricing, terms, and conditions as the competitively awarded contract, and an acceptable certificate of insurance is provided to the County. The Division will issue and execute a Purchase Order or a Blanket Purchase Order to authorize the procurement. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00).

3.582 COOPERATIVE PURCHASES. The Division is authorized to make Cooperative Purchases if determined by the Division to be in the best interest of the County. If the Division is the lead agency in a Cooperative Purchase, the Division must follow the Purchasing Policy for the procurement.

3.583 NON-COMPETITIVE PURCHASES.

(1) **Emergency Purchases.**

(A) The County Manager, the Purchasing Manager, or Designees of the aforementioned, are authorized to make emergency purchases of goods and services in the event of disruption of essential operations, or when there exists a threat to public health, safety, or welfare, or when the protection or preservation of public property would not be possible through a competitive procurement, provided that the emergency purchase is made with competition to the extent practicable under the circumstances. Failure to plan for normal needs or project deadlines, or an attempt to expend remaining budgeted funds prior to fiscal year-end, do not constitute emergency purchases.

~~(A)~~ (B) If the emergency purchase is made during a Business Day, the Division must be notified in writing as soon as practicable. If the emergency purchase is outside of a Business Day, the User Department director may authorize the purchase. Irrespective of when an emergency purchase is made, an Emergency Purchase Approval Form must be completed no later than the next Business Day thereafter and submitted to the Purchasing Manager or Designee. In addition, the respective County staff specified in the "Approval Authority" Section of this Purchasing Policy must be notified no later than the next Business Day based on the dollar value of the emergency purchase.

(2) **Single Source or Sole Source.** Prior to a Single Source or Sole Source request, User Department staff must complete the Single Source or Sole Source Justification Form ("SS Form") and must submit the SS Form to the Division for evaluation. The Division will attempt to seek competition. If no competition exists, a Single Source or Sole Source purchase may be made after contract negotiations in accordance with the "Approval Authority" and "Contract Negotiations" Sections specified in this Purchasing Policy.

(3) **Direct Pay.** Pursuant to the authority provided in the Purchasing Ordinance, Direct Pay purchases do not require a Purchase Order and as such, User Departments must forward payment requests for Direct Pay purchases to the Clerk of the Circuit Court and Comptroller's Office.

(4) **Certain Fleet Repairs.** The Fleet Manager or Designee may authorize disassembly of fleet equipment to determine the extent of repairs and for an accurate cost estimate. In these situations, competition is not required, because the fleet equipment would require reassembly and subsequent disassembly by another Vendor to determine an accurate cost estimate resulting in additional costs that could be avoided. If the Fleet Manager or Designee authorizes the disassembly, the Division will determine whether payment will be made by Purchase Order or P-Card. Repairs equal to or greater than the Mandatory Bid Limit will require written approval from the User Department Director.

(5) **Certain Heavy Equipment Repairs.** The Solid Waste Manager or Designee may authorize disassembly of heavy equipment to determine the extent of repairs and for an accurate cost estimate. In these situations, competition may not be required, because the heavy equipment would require reassembly and subsequent disassembly by another Vendor to determine an accurate cost estimate resulting in additional costs that could be avoided. If the cost estimate exceeds TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00), before the Solid Waste Manager or Designee authorizes the repairs, the estimate should be reviewed with the Division to

determine if competition is necessary and how the payment will be made, either by Purchase Order or P-Card. Repairs equal to or greater than the Mandatory Bid Limit will require written approval from the User Department Director.

3.584 – 3.599 RESERVED.

III. CONTRACT ADMINISTRATION.

3.600 CONTRACT COMPLIANCE.

(1) **User Department Areas of Responsibility.**

(A) **Oversight.** After award and execution of a contract authorized by the Purchasing Ordinance and this Purchasing Policy, User Department staff is responsible for ensuring the Vendor and the County complies with all terms and conditions of the contract, the Purchasing Ordinance, and this Purchasing Policy, including compliance with deliverables, milestones, and reviewing invoices.

(i) **Receipt of Goods.** User Department staff is responsible for inspecting and accepting or rejecting the goods received. Upon receipt, User Department staff must inspect goods immediately for damages, shortages, overages, and unauthorized substitutions. If an inspection results in the foregoing, User Department staff should contact the Vendor immediately to address the issue(s). The payment process should not be completed until the discrepancy is resolved and the County is in possession of the goods as purchased.

(ii) **Invoices.** Upon confirmation of goods received or services rendered, as contracted, the User Department must sign, date, and approve the invoice by including "FINAL INVOICE" on the payment document, subject to confirmation liquidated damages have been paid, if any, and forwarding the packing slip, if any, to the Clerk of the Circuit Court and Comptroller's Office for processing of payment.

(B) **Performance Evaluations.** User Departments are strongly encouraged to periodically complete written evaluations to document performance for all contracts. Performance evaluations will be used, in part, to determine whether it is in the best interest of the County to enter into renewal terms and award of future contracts.

3.601 CONSTRUCTION FINAL PAYMENT. A construction contract is ready for final payment when all contractual obligations have been satisfied and all disputes, if any, have been settled. Once a construction contract is ready for final payment, the County's Project Manager must complete all documents necessary, including: (i) Contractor's Waiver of Lien – Final and Complete; (ii) Consent of Surety to Final Payment; (iii) Certificate of Substantial Completion; (iv) Certificate of Final Inspection and Completion; (v) Contractor's Release; (vi) Material and Workmanship Bond (if required in the solicitation); and (vii) Subcontractor's Waiver and Release of Lien upon Final Payment. These final payment documents must be routed by the User Department through the Division for appropriate signatures and then sent to the Clerk of the Circuit Court and Comptroller's Office. Thereafter, the User Department may approve payment by including "FINAL INVOICE" on the payment document and requesting the Clerk of the Circuit Court and Comptroller's Office authorize final payment, subject to confirmation liquidated

damages have been paid, if any, and release of retainage, if any. The County will make payment to Vendors in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, as may be amended.

3.602 TERMINATION OF CONTRACTS. The Purchasing Manager or the County Manager may terminate contracts within their respective approval authority monetary limits specified in this Purchasing Policy. Termination of contracts beyond the approval authority monetary limits of the Purchasing Manager and the County Manager must be approved by the Board. In cases of emergency, the Purchasing Manager or the County Manager may terminate any contract when determined to be in the best interest of the County. In such case, the termination must be ratified by the County Manager or the Board, as applicable.

AUTHORITY. Resolution 2002-R-47 adopted March 26, 2002
Resolution 2006-R-182 adopted August 8, 2006
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-70 adopted April 10, 2007
Resolution 2007-R-125 adopted July 24, 2007
Resolution 2010-R-158 adopted July 27, 2010
Resolution 2011-R-167 adopted September 13, 2011
Resolution 2011-R-216 adopted December 13, 2011
Resolution 2012-R-9 adopted January 10, 2012
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2012-R-176 adopted September 25, 2012
Resolution 2013-R-61 adopted February 12, 2013
Resolution 2014-R-177 adopted September 9, 2014
Resolution 2015-R-51 adopted March 10, 2015
Resolution 2015-R-212 adopted December 8, 2015
Resolution 2016-R-164 adopted October 11, 2016
Resolution 2018-R-70 adopted May 22, 2018
Resolution 2019-R-144 adopted August 27, 2019
Resolution 2020-R-138 adopted November 10, 2020
Resolution 2021-R-82 adopted June 8, 2021
Resolution 2024-R-92 adopted August 27, 2024
Resolution 2026-R-___adopted_____

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

File Number: 2026-0447

Title:

Approve and authorize the use of the Buyboard Cooperative Agreement, RFP-792-26 for Software as a Service (SaaS), Cybersecurity Assessments and Related Products and Services with ClearGov, Inc., Maynard, MA., and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Departments - Management & Budget and Administrative Services

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Gladys Marrozos/407-665-7112

Background:

BuyBoard is a purchasing cooperative that helps government agencies buy products and services through contracts that have already completed a competitive procurement process. Vendors compete on equal terms, and contracts are governed and awarded directly by an eight-member board representing different regions of the country. By using BuyBoard contracts, agencies can achieve cost savings through competitively negotiated pricing and reduced internal effort, while also supporting the statewide organizations affiliated with the cooperative.

Seminole County is undertaking two major technology implementations to modernize and streamline its budget development and grants management processes.

The Office of Management and Budget (OMB) will deploy the full ClearGov Budget Suite-including operational, personnel, and capital budgeting; capital project tracking; the digital budget book; and the ClearGov base platform-to establish a centralized, auditable, and fully integrated budgeting environment. This implementation includes a one-time configuration and onboarding process, annual subscription services, and extensive data integration with the County’s JD Edwards (JDE) financial system,

ensuring accurate import and export of budget data, chart of accounts, personnel datasets, and capital project information. The Statement of Work outlines phased delivery-discovery, data integration, configuration, training, and project sign-off-supported by ClearGov's compliance with County security requirements such as Single Sign-On (SSO), Multi-Factor Authentication (MFA), conditional access, and system-wide audit tracking.

The total amount for the five (5) years of the Budget Development Services is $801,701. The budget for this item is located under account business unit # 02601003.

Additionally, the Grant Management Program will participate in ClearGov's Early Access Program (EAP) to implement the new Grants Management Module. As a design partner, Seminole County will gain early access to core grant management functionality, including a centralized grant register, task and deadline tracking, document repository, audit trail, basic financial tracking, reporting dashboards, and ERP integration with JD Edwards. The County will engage in structured feedback cycles, biweekly review sessions, and collaborative feature testing while ClearGov delivers the evolving module across onboarding, core feature access, advanced reporting, and General Availability evaluation phases. Participation in the EAP allows the County to influence system design and ensures the final product supports County-wide grants oversight, compliance, and reporting workflows.

The total amount for the 5 years of the Financial Management Grant Services is $253,911. The budget for this item is located under account business unit #02418005.

Authorization for both services under these Agreements will be in the form of Purchase Orders issued by the County. These agreements will take effect on the day of execution and will remain in effect for a period of five (5 years).

Requested Action:

Staff requests the Board approve and authorize the use of the Buyboard Cooperative Agreement, RFP-792-26 for Software as a Service (SaaS), cybersecurity assessments and related products and services with ClearGov, Inc., Maynard, MA. and authorize the Purchasing and Contracts Division to execute the Agreements.

-

ClearGov®

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	**May 20, 2026**
Order Valid If Signed By	**Jun 25, 2026**

Customer Information

Customer	Seminole County, FL	**Contact**	Tim Jecks	**Billing Contact**	
Address	1101 S. 1st st.	**Title**	Management and Budget Director	**Title**	
City, St, Zip	Sanford, FL 32771	**Email**	tjecks@seminolecountyfl.gov	**Email**	
Phone	407-665-000			**PO # (If any)**	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #792-26

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$800,000,000**
Setup Services	**Tier / Rate**	**Service Fees**
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 6B	$ 63,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 6B	$ (12,060.00)
Total ClearGov Setup Service Fee - Billed ONE TIME		**$ 50,940.00**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 6B	$ 7,000.00
ClearGov Operational Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Personnel Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 6B	$ 29,500.00
ClearGov Capital Project Tracking - Civic Edition	Tier 6B	$ 29,500.00
Bundle Discount: Platform (50%)	Tier 6B	$ (3,500.00)
Bundle Discount: Modules (25%)	Tier 6B	$ (43,850.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 135,050.00**
Special Terms	**Applies to**	**Amount**
See attached Statement of Work	-- N/A --	$ -

ClearGov will provide your Services according to this schedule...			
Period	**Start Date**	**End Date**	**Description**
Setup	Jul 1, 2026	Jul 1, 2026	ClearGov Setup Services
Pro-Rata	Jul 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	**Amount(s)**	**Notes**
Jul 1, 2026	$50,940.00	One-time Set-up Fee (excluding Grants Management)
Jul 1, 2026	$33,762.50	3 Month Pro-Rata Subscription Fee
Oct 1, 2026	$135,050.00	Year 1 Annual Subscription Fee
Oct 1, 2027	$139,101.50	Year 2 Annual Subscription Fee
Oct 1, 2028	$143,274.55	Year 3 Annual Subscription Fee
Oct 1, 2029	$147,572.78	Year 4 Annual Subscription Fee
Oct 1, 2030	$151,999.96	Year 5 Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	**Jun 25, 2026**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Tim Jecks
Title	Management and Budget Director

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

ADDITIONAL TERMS

IT Security & Identity Requirements

1. Single Sign-On (SSO) Authentication
Vendor shall support integration with Microsoft Entra ID for Single Sign-On (SSO) and federated authentication. County users shall authenticate to the ClearGov application using Entra ID to support identity lifecycle management and user experience.

2. Multi-Factor Authentication (MFA)
Vendor shall support Multi-Factor Authentication (MFA) for County users authenticated via Microsoft Entra ID. MFA enforcement shall be configurable and managed through the County's Entra ID environment.

3. Geofencing / Conditional Access
Vendor shall support authentication via Microsoft Entra ID such that the County may enforce location-based access restrictions, including geofencing, through its own Entra ID Conditional Access policies.

Vendor does not provide native application-level geofencing controls within the ClearGov application.

4. User Identification and Prohibited Data
Vendor shall not use Social Security Numbers (SSNs) as a primary identifier within the application or database. Vendor shall support the use of a County-provided employee identifier (e.g., Seminole County Employee ID) as the unique identifying key for user records, subject to mutually agreed implementation details.

5. Security Incident and Breach Notification
In the event of a Security Incident that rises to the level of a data breach involving County data, Vendor shall notify the County Department and the County Information Security Team without undue delay, in accordance with agreed incident response procedures.

Notification shall be made via email to: infosec@seminolecountyfl.gov.

6. Compliance with County Policies
Vendor shall ensure that the ClearGov application supports the County's compliance with applicable administrative codes, policies, and procedures related to data handling, privacy, and reporting requirements. Vendor shall maintain appropriate auditing and logging capabilities and, upon request, provide relevant audit data to support County compliance, reporting, and incident response activities.

The following terms shall be added to Exhibit A - Statement of work below:

- Audit Tracking During Implementation. ClearGov shall utilize a shared success plan to be maintained and updated throughout the implementation process. This document will outline each module's configuration and associated training activities. Both parties shall have access to the shared success plan to monitor progress at each stage of implementation. The shared success plan is intended to promote alignment, accountability, and transparency between the parties.
- ClearGov and the Customer will mutually define the datasets exchanged between ClearGov and the Customer's financial system, JD Edwards (JDE). These datasets will include budget data, actuals, transaction data, chart of accounts, organizational structure, personnel information (if applicable), and capital project data. ClearGov will support the ingestion and export of these datasets in formats that align with the Customer's budget development processes and JDE upload requirements.
- ClearGov will provide import and export templates and related mapping documentation that outline how Customer-provided data aligns to ClearGov's configuration and how exported data supports the Customer's downstream JDE processes. ClearGov and the Customer will jointly validate all imported and exported data to ensure accuracy and compatibility with JDE requirements.
- Successful completion of data integration will include validated imports of all in-scope datasets, agreed-upon mapping documentation, and verified export files that support the Customer's operational and budget workflows, including re-loading finalized budget data into JDE.
- The System maintains a comprehensive audit trail designed to record all material user actions and data modifications, including any financial updates made within ClearGov (who changed what and when), as well as any changes made to project scopes and details within the Capital Budgeting and Capital Project Tracking Modules.
- Customer has the ability to customize and add reports for the Budget Document module, including the ability to incorporate externally generated charts, graphs, Smart Art Graphics, PDF's and other visual elements into the Budget Document and the ability to reference Department Goals to CIP Projects.

EXHIBIT A
Statement of Work

This Statement of Work ("SOW") defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Service Order Form.

The specific modules and services to be implemented are as outlined in the Service Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments. The detailed definitions, deliverables, and responsibilities for each phase will be provided later in a detailed project plan, which accompanies the SOW.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify ClearGov promptly of any internal changes that may impact project scope or timeline

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Phase 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, ClearGov and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within ClearGov
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed ClearGov system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Phase 2: Data Integration

Following the completion of the Discovery and Planning phase, ClearGov and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, ClearGov will configure data elements, integrations (if purchased), and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Phase 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the ClearGov system to meet the Customer's approved design specifications. ClearGov will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured ClearGov environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Phase 4: Project Sign Off

In the final phase of the implementation, ClearGov and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Phase 5: Training

ClearGov will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by ClearGov and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Service Order Form and the associated Terms and Conditions document between the parties.

AGREEMENT TO ENTER INTO A COOPERATIVE PURCHASE CONTRACT FOR BUDGET MANAGEMENT SOFTWARE AND RELATED SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CLEARGOV, INC.**, duly authorized to conduct business in the State of Florida, whose address is 7901 4TH Street, N, Suite 300, Saint Petersburg, Florida 33702, 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, a third-party governmental entity known as the Local Government Purchasing Cooperative, which is administered by the Texas Association of School Boards, Inc., solicitated for services and then entered into Contract #792-26 with CONTRACTOR on the date of April 1, 2026 ("Original Government Contract") to provide it with software products for asset management/tracking, business/financial, communications management, curriculum/instruction, document/record management, facility/maintenance, grant management, payroll/performance/recruitment, information technology, legal case/dourtroom docket, student services and cybersecuity assessments; and

WHEREAS, the Original Government Contract was a cooperative purchase contract that was competitively procured, negotiated and executed between the cooperative (Local Government Purchasing Cooperative which is administered by the Texas Association of School Boards) and the CONTRACTOR; and

WHEREAS, the COUNTY has determined the procurement of the Original Government Contract was consistent with applicable law; and

WHEREAS, pursuant to Section 3.582 of the Seminole County Code of Ordinances, "*the Division is authorized to make Cooperative Purchases if determined by the Division to be in the best interest of the County*"; and

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide budget management software and related services for Seminole County; 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 and its respective attachments; and

WHEREAS, COUNTY finds it in the public interest to utilize CONTRACTOR for the same or similar services as were previously procured between the Local Government Purchasing Cooperative, which is administered by the Texas Association of School Boards, Inc., and CONTRACTOR under the cooperative purchase contract known as Contract 792-26,

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 described in the Scope of Services of the Original Government Contract. The Original Government Contract, known as Contract 792-26 for budget management software and related services, was previously procured between the Local Government Purchasing Cooperative, as administered by The Texas Association of School Boards, Inc., and ClearGov, Inc. The Original Government Contract, ClearGov Service Order and ClearGov Service Agreement in their entireties, are hereby affirmed, ratified, attached hereto as Exhibits A, A-2 and A-3, and are incorporated herein and made a part of this Agreement. CONTRACTOR agrees to perform the services set forth therein for SEMINOLE COUNTY in accordance with the terms and conditions reflected in such documents. These documents are attached hereto, respectively, as

Exhibit A, Exhibit A-2 and Exhibit A-3. If there is a conflict between the terms and conditions of the Original Government Contract, the Service Order or the ClearGov BCM Service Contract and this Agreement, the terms and conditions within this Agreement shall prevail.

Section 2. Term.

(a) The duration of this Agreement shall be defined in accordance with the term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Orders.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in accordance with the terms and conditions of the Original Government Contract, the Service Order and the ClearGov Service Agreement.

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

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement in accordance with the ClearGov Service Order and ClearGov Service Agreement.

Section 6. Payment and Billing.

(a) The parties shall be bound by all terms and conditions within the ClearGov Service Order and the ClearGov Service Agreement related to payment and billing procedures.

(b) 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 Information Technology Department
1101 East First Street
Sanford, FL 32771

(c) 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.

(d) 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) CONTRACTOR shall invoice COUNTY as provided in the ClearGov Service Order and ClearGov Service Agreement.

(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 damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement. The type of damages recoverable under this Agreement shall be pursuant to Section 6 of the ClearGov Service Agreement.

Section 9. Termination.

(a) This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:

(1) Each Party may terminate if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

(2) Each Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

(b) 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 the Original Government Contract, the ClearGov Service Order or the ClearGov Service Agreement, this Agreement shall prevail unless it is expressly stated otherwise herein.

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 Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially ass of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bounds by all of the obligation of the assigning Party under 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.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend COUNTY against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "Claim") arising out of or relating to (i) ClearGov's breach of any

terms, conditions, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, COUNTY will ClearGov with written notice of such claim.

(b) COUNTY shall cooperate as fully as reasonably required in the defense of any Claim. COUNTY reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to COUNTY, ClearGov shall not settle any Claim, without the written consent of COUNTY, such consent shall not be unreasonably withheld.

(c) This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage

required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(2) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all

services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(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.

(A) Except as pursuant to subsection B below, 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.

(B) ClearGov shall have the right to modify the terms and conditions of the ClearGov BCM Service Agreement at any time by posting revised terms and condition at the following URL:http://www.ClearGov.com/terms-and-conditions. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current 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, which are not specifically provided for in this Agreement or its attachments, 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. The parties shall be bound by all terms and conditions within the Original Government Agreement, and the ClearGov BCM Service Agreement, with respect to patents and royalties.

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 Information Technology Department
1101 E. First Street
Sanford, FL 32771

With a copy to:

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

Seminole County Budget Office
1101 E. First Street
Sanford, Florida 32771

For CONTRACTOR:

ClearGov, Inc.
7901 4th Street, N., Suite 300
St. Petersburg, Florida 33702

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:	ClearGov, Inc.
_____	By:_____
Witness	
_____	_____
Print Name	Print Name
_____	_____
Witness	Title
_____	_____
Print Name	Date

The remainder of this page has been left intentionally blank.

SEMINOLE COUNTY, FLORIDA

By:_____
ROBERT BRADLEY,
Purchasing Division Manager

Date:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

AFL/sfa
05/28/2026
T:\Users\alanius\Purchasing\13511 Cooperative Purchase Agreement Budget.docx

Attachments:
Exhibit A – Original Government Contract
Exhibit A2- ClearGov BCM Service Agreement
Exhibit A3- ClearGov Service Order-Budget
Exhibit B - *Removed*
Exhibit C – *Removed*
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

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Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 792-26 for Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services must be received** *on or before 4:00 PM October 2, 2025*, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative

Attn: TASB Asst. Division Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

E-Mail: bids@buyboard.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION NO. 792-26

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- ***PROPOSAL SPECIFICATIONS –*** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- *PROPOSAL DOCUMENTS* - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- *PROPOSAL SUBMISSION* - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form ***at least five (5) business days prior to the Proposal Due Date.***

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted*.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

P.O. Box 400, Austin, Texas 78767
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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: *The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

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GENERAL INFORMATION

Proposal Invitation No. 792-26
Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services

***Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services that may be procured by Cooperative members. Because individual members require different products, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for products and services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2026, through March 31, 2027, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $46,201,280; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION: SOFTWARE AS A SERVICE (SAAS) AND MEMBER SOFTWARE AGREEMENT

For purposes of this proposal invitation, Software as a Service (SaaS) shall be defined as a software application, web-based enterprise application, and/or cloud-based operations management software with a delivery model in which the software is licensed on a subscription basis and is centrally hosted by the software provider. It is the intent of this Proposal Invitation to solicit only products for which the SaaS product is offered as a standalone product. SaaS which is only offered by Vendor in conjunction with the sale of tangible equipment and/or products will not be considered for purposes of this proposal invitation.

A Cooperative member procuring SaaS and other products and services under any Contract awarded under this Proposal Invitation will likely negotiate and require Vendor to enter into a Member Software Agreement, as defined in the General Terms and Conditions, with additional terms that are specific to the Cooperative member's software and service needs including, but not limited to, configuration, integration, data security and access, licensing requirements, maintenance, updates, and other requirements. As provided in more detail in the General Terms and Conditions, including Section D.4 (Applicable Terms and Conditions; Ancillary Agreements), any ancillary agreement, including Member Software Agreement, must be in writing, signed by a representative of the Cooperative member with all necessary authority to accept the agreement. In regard to any subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in writing prior to purchase, and such terms (including any Vendor amendments thereto) shall only be effective and binding on the Cooperative member if specifically approved by the Cooperative member in writing, signed by an authorized representative of the Cooperative member. Such ancillary agreement(s) shall not be approved by the Cooperative at the Cooperative level.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

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COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services	**Proposal Due Date/Opening Date and Time** October 2, 2025, at 4:00 PM
Proposal Invitation Number 792-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

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_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** _____

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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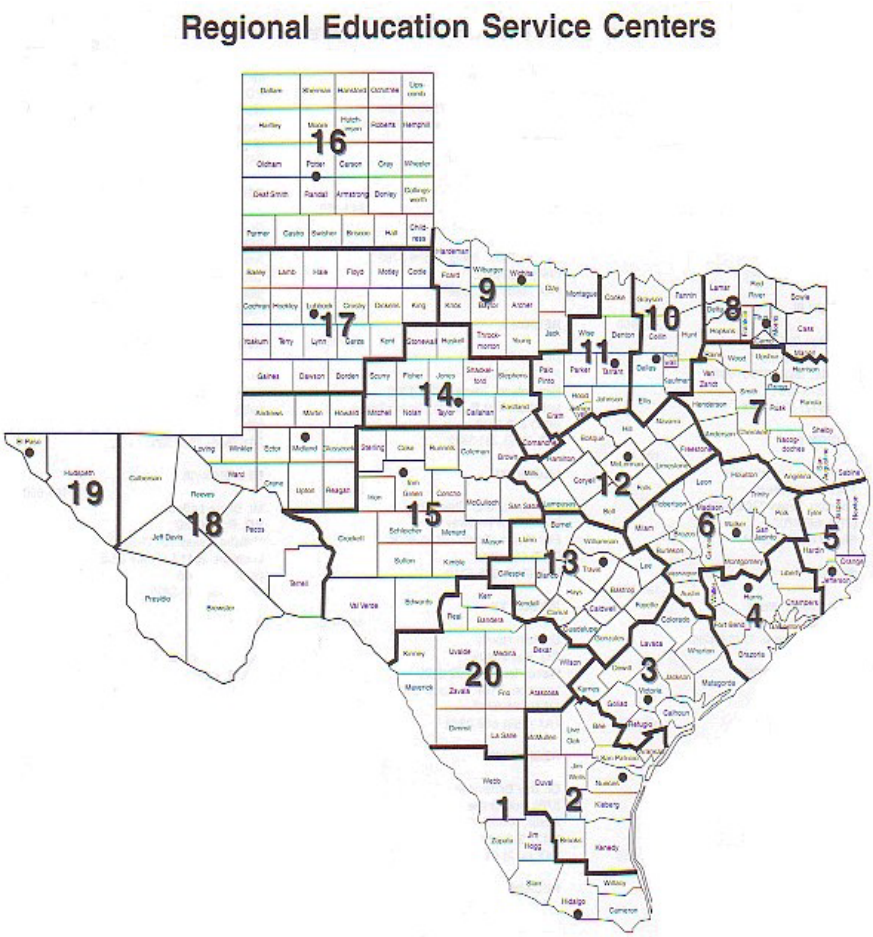
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

_____

_____

_____

_____

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

_____

_____

_____

_____

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

Section I: Software as a Service (SaaS) Products and Related Services

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a

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subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

Section II: Cybersecurity Assessments, and Related Products and Services

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or Member Software Agreement as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Software Agreement. (A Purchase Order and/or Member Software Agreement between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Software Agreement terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

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"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Software Agreement" means any and all additional written terms, conditions, or instructions, related to software products or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. The term includes subscription agreements, license agreements, hosted service agreements, or similar agreements which set forth terms, conditions, and requirements for the specific products and services purchased by the Cooperative member. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member, including software configuration, compatibility, integration, accessibility, and right of access;
2) Data storage, security, access, use, ownership, and other data-related requirements and terms for hosted services;
3) Rights and obligations in the event of data breach or loss or destruction of data;
4) Updates, maintenance, and support services;
5) Intellectual property rights; and
6) Cyber and other insurance requirements.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used

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by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Software-related Products and Services

This Proposal Invitation includes software-related products and services, . It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for software-related products and services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring software-related products and services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Software Agreement with additional terms that are specific to the Cooperative member's software and service needs. For example, a Cooperative member may have specific requirements as to configuration, integration, data security and access, licensing requirements, maintenance, updates, insurance, and other requirements. The Member Software Agreement terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize products by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request additional information from Vendor for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

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The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

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Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.) If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Software Agreements and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

As set forth in Section A.4 (Software-Related Products and Services) and subject to Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), a Cooperative member procuring products and services under a BuyBoard Contract may negotiate additional terms with Vendor that are specific to the Cooperative member's product and service needs and may require Vendor to enter into an ancillary agreement or Member Software Agreement addressing such requirements. Vendor deviations at the Cooperative level regarding items applicable to a specific Cooperative member purchase are inappropriate and will not be accepted at the Cooperative level. Such items must be addressed directly with the purchasing Cooperative member and will only apply to a Cooperative member's purchase if specifically accepted by the Cooperative member in writing in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;

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(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the

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Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Software Agreement thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Software Agreement thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Software Agreement thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Software Agreement thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Software Agreement) that is in the custody or possession of Vendor; or

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(B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Software Agreement thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not

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be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;

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2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Software Agreement and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

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C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request

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Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Software Agreement, as defined in section A.3 (Definitions) and further described in section A.4 (Software-Related Products and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Software Agreements entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

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2. Applicable Terms and Conditions; Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Software Agreements or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Software Agreement or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

For any ancillary agreement which seeks to incorporate software-related subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in their entirety in advance of purchase. Such terms (including any Vendor amendments thereto) shall be subject to negotiation by the Cooperative member and shall only be effective and binding on the Cooperative member if specifically approved in writing and signed by a representative of the Cooperative member with all necessary authority to bind the Cooperative member.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Software Agreement or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Software Agreement or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Software Agreement or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Software Agreement or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

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3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Software Agreement issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Software Agreement or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Software Agreements.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

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Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy and cyber insurance, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, property damage, or other loss that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Software Agreement, as applicable, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

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(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

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(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery
Unless otherwise provided for in this Proposal Invitation, all tangible goods, if any, included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Software Agreement, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

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6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Software Agreement null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Software Agreement, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

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(a) Updated Catalogs
If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes
If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties
Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

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10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

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Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Software Agreements prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a**

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Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

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Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

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Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, Member Software Agreement, or other ancillary agreement between Vendor and a Cooperative member.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a Member Software Agreement, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Software Agreement, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

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18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

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In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Software Agreement or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement. Subject to any alternative remedies for a particular Cooperative member purchase which are agreed by an authorized representative of the Cooperative member in an ancillary agreement, including a Member Software Agreement, in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), nothing herein shall limit the remedies available to a Cooperative member under applicable law, and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Further, unless otherwise specifically disclosed by Vendor and agreed to in writing by an authorized representative of the Cooperative member in accordance with the requirements of Section D.2, Vendor shall be liable to a Cooperative member for any and all damages permitted by law. Any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability at the Cooperative level shall be deemed rejected.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing

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the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Software Agreement or ancillary agreement caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise,

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references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures
Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution
The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver
No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence
This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

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10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR LOGO FILES

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR PRODUCT DETAILS

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50

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Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage- one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A

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Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

Exhibit A

San Antonio Express - News
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	08/27/25
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	09/03/25

Newspaper Representative Signature

Tamika Lexey
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 3rd day of September A.D. 2025.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID. 7163357 EXP. 02-10-2028

Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
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804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
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NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Exhibit A

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

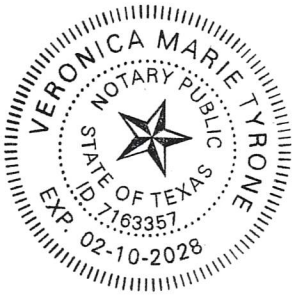
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21030066	TEXAS ASSOCIATION OF SCHOOL	11057182	Houston Chronicle	7/23/2025
				7/30/2025

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 31st day of July A.D. 2025.



Veronica Tyrone
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

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IPLHOU0092458

LOCALiQ
Austin American-Statesman
Amarillo Globe-News
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$910.00	
Tax Amount:	$0.00	
Payment Cost:	$910.00	
Order No:	11503918	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336368	

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Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

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July 23, 30 2025
LACO0336368

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$1818.50		
Tax Amount:	$0.00		
Payment Cost:	$1818.50		
Order No:	11498317	# of Copies:	
Customer No:	1360212	1	
PO #:	Proposals		

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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11498317 7/23 7/30/25

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LOCALiQ

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PO Box 631667 Cincinnati, OH 45263-1667

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12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$900.00	
Tax Amount:	$0.00	
Payment Cost:	$900.00	
Order No:	11503764	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336287	

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards Local Government Purchasing Cooperative

Exhibit A

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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July 23, 30 2025
LACO0336287

Exhibit A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Corpus Christi Caller-Times, a newspaper published in the city of Corpus Christi, Nueces County, State of Texas, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio Counties, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$1061.30	
Tax Amount:	$0.00	
Payment Cost:	$1061.30	
Order No:	11498428	# of Copies:
Customer No:	1360212	1
PO #:		

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Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The San Angelo Standard-Times, a newspaper published in the city of San Angelo, Tom Green County, State of Texas, and of general circulation in the following counties: Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

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Legal Clerk

Notary, State of WI, County of Brown

9/19/28

My commission expires

Publication Cost:	$1183.10	
Tax Amount:	$0.00	
Payment Cost:	$1183.10	
Order No:	11498460	# of Copies:
Customer No:	1360212	1
PO #:		

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State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso, El Paso County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/9/28

My commission expires

Publication Cost:	$950.52	
Tax Amount:	$0.00	
Payment Cost:	$950.52	
Order No:	11498451	# of Copies:
Customer No:	1360212	1
PO #:		

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State of Wisconsin

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July 23, 30, 2025 #11498451

Exhibit A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

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Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$1136.42	
Tax Amount:	$0.00	
Payment Cost:	$1136.42	
Order No:	11499831	# of Copies:
Customer No:	1352662	1
PO #:		

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NANCY HEYRMAN
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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Exhibit A

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	$135.70	
Tax Amount:	$0.00	
Payment Cost:	$135.70	
Order No:	11498443	# of Copies:
Customer No:	900053	1
PO #:		

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NICOLE JACOBS
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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July 23,30,2025

114984433

Exhibit A

The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

Oregonian
LEGAL AFFIDAVIT

AD#: 0011012721

State of Oregon,) ss
County of Multnomah)

Stacey Tredici being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Oregonian 07/23, 07/30/2025

Stacey Tredici DIGITALLY SIGNED

Principal Clerk of the Publisher

KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1026818
MY COMMISSION EXPIRES 08/15/2026

Sworn to and subscribed before me this 05th day of August 2025

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Kimberlee Wright O'Neill DIGITALLY SIGNED

Notary Public

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798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Exhibit A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/28

My commission expires

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Exhibit A

The Dallas Morning News

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: **Ad#** 15199

Texas Association of School Boards- Local Govt Purchasing Cooperative

Appeared in *The Dallas Morning News* on August 28 & September 4, 2025

Dallas Morning News Sales Operations

Sworn to and subscribed before me this Date: September 4, 2025

DANIEL NAVARRO
Notary Public, State of Texas
Comm. Expires 03-22-2028
Notary ID 134822067

Notary Public, State of Texas

Exhibit A

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Residential rentall locators are required to be licensed by the TX Real Estate Commission, Austin 800-250-8732 Locators may advertise apartment units in general terms & all units may not have the same features. The amount of rent quoted in an ad may be the starting rent for a basic unit which does not have all advertised features.

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House for Rent in Mesquite, TX. 4 rooms, 2 bath, 2 garage, fenced, Near school and daycare. $2250 PM and one month deposit. Phone 972-951-4168 & 4167

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- Metroplex Sales
- Out of Metroplex Sales
- Miscellaneous Sales

Acreage, Farms & Ranches

Out of Texas

HOCHATOWN
4.3 Acres just below golf course at end of Pilot Fish rd, borders the national forest 463 ft, 1mi hike to Bib Lake, new road, electric water septic, fiber cable. Asking $495K Text Owner Jim 214-364-3307

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Equal Housing Opportunity

Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

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- Pets Found
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Dogs

Black/Yellow English Labrador Retriever Puppy/Obedience Trained Labradors crossaforms.com 936-546-3893

DACHSHUND- Weenie Dog Puppies Ready for new homes Sept. 6th & 13th Health check with vaccinations. Long haired & smooth coats!! Piebalds, Creams, Merle's , Black & Tan Call: 817-242-3546

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LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals

PO#1233-9913/DO#1183331
CITY OF DALLAS PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BI225-00027932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service – Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 - Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

PO#1233-9914/DO#1183332
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BYZ25-00028616 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BAZ25-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Bids & Proposals

PO#1233-9915/DO#1183333
CITY OF DALLAS PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

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BF25-00028633 - Laboratory Instruments Services – Commodity Code – 17500 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

PO#1233-09916/DO#1183333
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

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BC225-00028406 - Roadside Removal and Disposal for Bullitan Waste Treatment Plant Lagoon 1 – Commodity Code – 92500 (Bids Due on 10/10/2025, Bid Reading on 10/10/2025)

Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bids & Proposals

Bids will be due prior to 2 p.m. on 10/13/2025 and publicly opened at the City of Plano Municipal Center at 2 p.m. on 10/14/2025.

Bid No. 2025-1955-B Fire-rator Replacements FAC-4-7472 012
Switch Pump Station, FAC-4-7468 052 Jean Day Estates,
FAC-4-7464 115 School House Radio Tower, Install Generator
FAC-4-60141 68 Plano Municipal Warehouse Mandatory site visit requested. Instruments for bidding may be obtained at https://www.plano.gov/1126/Procurement-Divisions#Finance or at www.planotx.openscope.net or by calling 972-941-7557.

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.bids.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	8/28/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M. Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

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Legal Notices

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25: AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 2 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICTS" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.20.2 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.20.3 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 6.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8.03.01 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND/OR AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 193 AUTHORIZING LOT 25R, BLOCK G, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

NOTICE OF PUBLIC HEARING ON ASSESSMENT ORDINANCE
CITY OF THE COLONY PUBLIC IMPROVEMENT DISTRICT NO. 1

DATE, TIME AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that the City Council of The City of The Colony, Texas (the "City Council" and the "City"), will conduct a public hearing: (i) on Tuesday, September 16, 2025, at 6:30 p.m. at City Hall, located at 6800 Main Street, The Colony, Texas, (ii) for the purpose of considering an ordinance that will levy special assessments against property within the City of The Colony Public Improvement District No. 1 (the "District") for fiscal year 2025-2026.

GENERAL NATURE OF THE IMPROVEMENTS. The general nature of the public improvements being undertaken and financed by the District for the special benefit of the property within the District consist of an aggregate amount of $975,272.51 consisting of: (i) $583,969.63 against the Facility Property for costs of Additional Facility Public Improvements, (ii) $ 40,452.38 for Waterfront Public Improvement Costs; and (iii) $350,850.50 for Related Development Public Improvements Costs against the benefitted portions of the Related Development Property.

COST OF THE IMPROVEMENTS. The estimated cost of the public improvements that is proposed to be assessed against the properties within the District for fiscal year 2025-2026 is $975,272.51.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The District is approximately 409.20 contiguous acres within the corporate limits of the City south of and adjacent to the Sam Rayburn Tollway (State Highway 121), north of and adjacent to Plano Parkway, and west of the Burlington Northern Railroad.

PUBLIC HEARING COMMENTS. Written or oral objections on the proposed assessment within the District shall be considered by the City Council at the public hearing.

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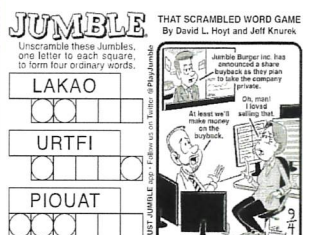

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JUMBLE

THAT SCRAMBLED WORD GAME
By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

LAKAO

URTFI

PIOUAT

CEKOST

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Ans. here: ( ) ( ) ( ) ( ) ( ) ( )

(Answers tomorrow)

Yesterday's Jumbles: VIDEO SHRUG ENCORE PASTOR
Answer: The restaurant kept all the info about its waitstaff — ON THEIR SERVERS

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Exhibit A

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214-926-5621

Chevrolet

1970 Chevrolet Chevelle SS 396 5.3L PS, PB, A/C Heat Cruise. #'s Matching Motor, Heads, and Original Build Sheet, Daily Driver $63K 318-461-9898

Car: 2007 Chevrolet Corvette Convertible

Asking Price: $15,000
130,000 Miles
Admiral Blue Metallic Paint
Magnetic Ride
Car can't be driven and it's in storage in Shreveport, LA

Point of Contact:
Jimmie Pitts
Phone: 318-458-9756

Mercedes Benz

2011 Mercedes-Benz SL550, Body Style: Convertible, Price $14,000.00 Color: Black Exterior / Interior, 95,025 Miles. VIN: WDBSK7BA5BF163324 972-233-3600

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- Lake & Vacation Property
- Dallas Rentals
- Metroplex Rentals
- Out of Metroplex Rentals
- Miscellaneous Rentals

Acreage, Farms & Ranches

NOTICE
Residential rental locators are required to be licensed by the TX Real Estate Commission, Austin 800-250-8732 Locators may advertise apartment units in general terms & all units may not have the same features. The amount of rent quoted in an ad may be the starting rent for a basic unit which does not have all advertised features.

Want to Buy

DeSoto

Duplex, 2/2, Good condition, W/D connection, no pets, deposit $1,000 rent $1,350. 7085 Sorcery Rd Dallas, TX 75249. 936.234.4151

North Dallas

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HOMECENTER FOR SALE

- Acreage, Farms and Ranches
- Commercial Real Estate
- Lake & Vacation Property
- Dallas Sales
- Metroplex Sales
- Out of Metroplex Sales
- Miscellaneous Sales

Acreage, Farms & Ranches

Equal Housing Opportunity

Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

East Dallas

Lower Greenville, 3900 -3902 Llano Ave. Corner lot, building invst. 214-796-7609 drive by. Assorted comp $600-680K. Do not disturb tenants.

Paint/Wallpaper

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Brick, Stone Services

Brick, Stone Services

Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

House Foundation Repairs

House Foundation Repairs

ROCK Foundation Repair
Free est:
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972-765-0729
469-735-8572.
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Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/1/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/8/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2026 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2026 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals

PO#1233-9913/DO#1183331
CITY OF DALLAS
PROCUREMENT ADVERTISEMENT
REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BD25-00037932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service - Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 - Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Brick, Stone Services

Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

House Foundation Repairs

ROCK Foundation Repair
Free est:
$175 pier & beam
214-489-5606
972-765-0729
469-735-8572.
credit cards
dfw-foundationrepair.com

Roofing Repair

ROOF REPAIRS
Leaks,
Missing Shingles
Roof Turbines,
Gutter Cleaning.
19 years of exper.
Greg:
972-849-1845

Want to Buy

CASH FOR YOUR HOUSE
Any Condition
Any price.
Call Jim 972-898-5740

Bids & Proposals | Bids & Proposals | Bids & Proposals

Bids will be due at 2 pm on 9/10/2025 and publicly opened at the City of Plano Municipal Center at 2 pm on 9/11/2025.

Bid No.: 2025-0406-AC Water and Wastewater Facility Equipment Maintenance and Repair. Instructions for bidding may be obtained at www.plano.gov/purch. www.planotx.ionwave.net or by calling 972-941-7557.

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.bids.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	9/8/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M. Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

Notice of Request for Proposal
Grocery & General Retail Merchandise Stores
RFP # 26-03-737

The Irving Independent School District (IISD), Dallas County, Texas will receive Proposals for the following: RFP # 26-03-737 for Grocery & General Retail Merchandise Stores until 2:00 PM, September 25, 2025, in the Purchasing Office located at 3621 W. Airport Frwy, Irving, TX 75062.

RFP information and requirements may be obtained for review on the Irving ISD website at: https://www.irvingisd.net/Page/105 or from the Purchasing Office from 7:30 AM to at least 5:00 PM, Monday through Thursday, or by calling (972) 600-5440.

Documents will be posted by 8:00AM on August 21, 2025. The posted document will include all information relevant to the procurement process and services needed. The district reserves the right to reject any or all proposals and to waive any informality. It is the responsibility of the vendors to check the listed internet site for any addenda posted in relation to this opportunity.

Bids & Proposals | Legal Notices | Legal Notices

PO#1233-9914/DO#1183332
CITY OF DALLAS
ADVERTISEMENT
REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BY25-00023816 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BA225-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Application has been made with the Texas Alcoholic Beverage Commission for a Q License/Permit by J3C, LLC; dba Crafted, to be located at 255 Cedar Sage Drive, Garland, TX 75040 in Dallas County in Texas. Officers of said corporation, or owners or partners are: John Erdeljac - President, Celeste Erdeljac - VP of Sales , and, Julie Erdeljac - VP of Purchasing & Merchandizing.

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 192 AUTHORIZING LOT 2SR, BLOCK C, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

That's the

Buy and sell with The Dallas Morning News
214.745.8123

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a WINERY PERMIT by NICOLE HEERE dba HOUSEWIFE REBELLION LLC, to be located at 211 E. WORTH ST, GRAPEVINE, TARRANT COUNTY, Texas. Officers of said corporation OWNER is NICOLE HEERE, SINGLE MEMBER.

Want to Buy | Want to Buy

Legal Notices | Legal Notices

LEGAL NOTICE
CITY OF ROYSE CITY

On the 9th day of September 2025, at 7:00 pm in the Courtroom/Council Chambers located at the City Hall and Courts Building at 100 West Main Street, Royse City, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Royse City, Texas of the following described property: Annexation located in Collin County: Collin County Appraisal District ID 3765617, 1388010, 1288341, 1288001, and adjacent State Highway 66 and County Road 940, in James McBride Survey, Abstract 630 and W.H. Kuykendall Survey, Abstract 513, generally located south of County Road 940, north of State Highway 66 and east of FM 1777 in Collin County.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 13 (IMPACT FEES); ARTICLE 13.100 (WATER, WASTEWATER AND ROADWAYS), SECTIONS 13.102 (DEFINITIONS), 13.106 (IMPACT FEES ADOPTED), 13.108 (ASSESSMENT OF IMPACT FEES) AND 13.109 (COMPUTATION AND COLLECTION OF IMPACT FEES) AND ORDINANCE NOS. 09-20, 10-17, 15-29, 18-07, 2022-48, 2023-22 AND 2024-24; ADOPTING REVISED ROADWAY, WATER AND WASTEWATER IMPACT FEES TO BE ASSESSED AND COLLECTED; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Hope Baskin
City Secretary
City of Melissa, Texas

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25; AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 2 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICT" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.20.2 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.20.3 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 4.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit with Food and Beverage Certificate by Elevated Vibrations, LLC, to be located at 3200 Alma Dr., Plano, Collin County, Texas 75075. Officers of said limited liability company are Jennie Marie Cancelmi, Member.

Application has been made with the Texas Alcoholic Beverage Commission permit type of Off-Premises Retailer License/Permit: Wine Only Package Store _ by Dhanush 7 Petroleum Inc DBA's Burleson Mart address 101 S Burleson Blvd, Burleson, Texas 76028 in Johnson County by Anaika Chand President.

City of Dallas
Notice of Public Meeting
COMMUNITY DEVELOPMENT COMMISSION

The Community Development Commission (CDC) has scheduled a meeting on Thursday, September 4, 2025, at 06:00 PM at Dallas City Hall, 1500 Marilla Street, Council Briefing Room 6ES, and by videoconference. Residents may attend the meeting in-person; access videoconference link: https://bit.ly/3DfFmbZ or dial phone number: 469-210-7159, access code: 248 648 554#, password: kmRVa25JWc9. The meeting will also be broadcast on Spectrum Cable Channel 96 and available on-demand online at: https://dallascityhall.com/government/Pages/Live.aspx.

Individuals and interested parties wishing to speak or submit public comments must register with the Department at https://forms.office.com/e/69i7kKvQav or contact Budget & Management Services/Grants Administration Division by phone at (945) 239-0735 or by email at cdscommunitydevelopment@dallascityhall.com no later than 24 hours in advance of the meeting. The City of Dallas will make "Reasonable Accommodations" to programs and/or other related activities to ensure any and all disabled individuals have access to services and resources to create an equal opportunity to participate in all City related programs, services and activities.
Anyone who requires an auxiliary aid or service to fully participate in the CDC meeting should notify Budget & Management Services/Grants Administration Division at (945) 239-0735 or TTY 1-800-735-2989, forty-eight (48) hours prior to the scheduled meeting.

La Comisión de Desarrollo Comunitario (CDC) ha programado una reunión para el jueves, septiembre 04, 2025, a las 06:00 PM en el Ayuntamiento de Dallas, 1500 Marilla Street, Sala de reuniones del Consejo 6ES, y por videoconferencia. Los residentes pueden asistir a la reunión en persona; acceder al enlace de la videoconferencia: https://bit.ly/3DfFmbZ o marcar el número de teléfono: 469-210-7159, código de acceso: 248 648 554#, contraseña: kmRVa25JWc9. La reunión también se transmitirá por el canal 96 de Spectrum Cable y estará disponible bajo demanda en línea en: https://dallascityhall.com/government/Pages/Live.aspx.

Las personas y partes interesadas que deseen hablar o presentar comentarios públicos deben registrarse en el Departamento en https://forms.office.com/e/69i7kKvQav o comunicarse con la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión por teléfono al (945) 239-0735 o por correo electrónico a cdscommunitydevelopment@dallascityhall.com a más tardar 24 horas antes de la reunión. La Ciudad de Dallas hará "Ajustes Razonables" a los programas y/u otras actividades relacionadas para asegurar que todas las personas con discapacidad tengan acceso a los servicios y recursos para crear una igualdad de oportunidades para participar en todos los programas, servicios y actividades relacionados con la Ciudad.

Cualquier persona que requiera una ayuda o servicio auxiliar para participar plenamente en la reunión del CDC debe notificar a la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión al (945) 239-0735 o TTY 1-800-735-2989, cuarenta y ocho (48) horas antes de la reunión programada.

market

MERCHANDISE

- Estate Sales
- Garage Sales
- Antiques, Art, Collectibles
- Appliances-Home
- Auction Sales
- Books, Magazines
- Building Materials
- China, Silver, Tableware
- Cooling, Heating Equip
- Crafts, Hobbies, Seasonal
- Electronics
- Farm Equipment
- Flooring, Carpet
- Furniture-Home
- Gameroom Equip
- Infant/Children Items
- Jewelry, Watches
- Lawn & Garden
- Machinery & Tools
- Medical, Handicapped
- Equipment Merchandise
- Office Equip/Furn
- Pianos, Musical Instruments
- Pools, Spas, Supplies
- Portable Buildings
- Restaurant, Bar, Business Fixtures
- Sewing Machines
- Sporting Goods
- Tickets-Sports/Entertainment
- Tickets-Travel
- Warehouse Equip
- Wearing Apparel

Estate Sales

3818 Twin Falls St, Irving, 75063. Thurs 8:30-4, Fri 8:30-3 Sat 8:30-2. Full Full House. No Children.

Miscellaneous Merchandise

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JUMBLE

THAT SCRAMBLED WORD GAME
By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

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FICFL

VOROGY

LDUONT

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Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Print your answer here:

(Answers tomorrow)

Yesterday's Jumbles: VAULT GRAPH ONLINE ELDEST
Answer: When they completed the jigsaw puzzle, they were — ALL TOGETHER

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Tyler Bridges
ClearGov Inc.
2 Mill and Main Place, Suite 630
Maynard, MA 01754

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Department Director, Cooperative Procurement
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Tyler Bridges
ClearGov Inc.
2 Mill and Main Place, Suite 630
Maynard, MA 01754

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Department Director, Cooperative Procurement
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services	**Proposal Due Date/Opening Date and Time** October 2, 2025, at 4:00 PM
Proposal Invitation Number 792-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

ClearGov, Inc.
Name of Proposing Company

September 30, 2025
Date

2 Mill and Main Place, Suite 630
Street Address

Bryan A Burdick
Signature of Authorized Company Official

Maynard, MA 01754
City, State, Zip

Bryan A. Burdick
Printed Name of Authorized Company Official

(855) 553-2715 Ext. 7087
Telephone Number of Authorized Company Official

President
Position or Title of Authorized Company Official

(774) 759-3045
Fax Number of Authorized Company Official

47-5205793
Federal ID Number

P.O. Box 400, Austin, Texas 78767
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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

ClearGov, Inc.	2 Mill and Main Place, Suite 630		
Company Name	Address		
Maynard	MA	01754	
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** BB

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** BB

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BB

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BB

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BB

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

ClearGov, Inc.
Company Name

Bryan A Burdick
Signature of Authorized Company Official

Bryan A. Burdick, President
Printed Name and Title

September 30, 2025
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

ClearGov, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 47 5205793
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

Exhibit A

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ClearGov Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2 Mill and Main Pl, Ste 630

Requester's name and address (optional)

6 City, state, and ZIP code

Maynard, MA 01754

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	5	2	0	5	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Bruce Lueddke **Date** 5/5/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 4,800,000. (The period of the 12-month period is 01/01/2024 / 12/31/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	Y		SaaS
9. Other	Y		SaaS

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0% **Proposed Discount (%):** 0%

Explanation: ClearGov does not offer discounts through any other procurement cooperatives and has made a strategic decision to utilize a standard rate card for all customers.

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Grand Island, NE	Patrick Brown	308 385 5444	patrickb@grand island.com	0%	1
2.	Hilton Head, SC	John Troyer	843 341 4650	johntr@hiltonheadislandsc.gov	0%	1
3.	Naperville, IL	Sherrian Kelly	630 420 6059	kellys@naperville.il.us	0%	1
4.	Orange County, VA	Glenda Paul	540 672 3313	gbradley@orangecountyva.gov	0%	1
5.	Tri Town School Union, MA	Steven Greenberg	978 887 0771	sgreenberg@tritownschoolunion.com	0%	1

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile

ClearGov® makes it easy to plan, build, and present your budget with confidence. Over 1,400 local governments, counties, schools, and special districts use ClearGov to bring stakeholders together in one central platform to manage the complete budget cycle - planning and tracking, budgeting, reporting, and engaging the community. Modern software built for the specific needs of the public sector, ClearGov is how to build the budget quickly and accurately, tell your financial story in a way that builds trust and support, and spend more time on the strategic initiatives that will help your community thrive. ClearGov is proudly endorsed by the National Association of Counties (NACo) and is an Affinity Partner with the International Association of School Business Officials (ASBO). For more information, visit www.cleargov.com.

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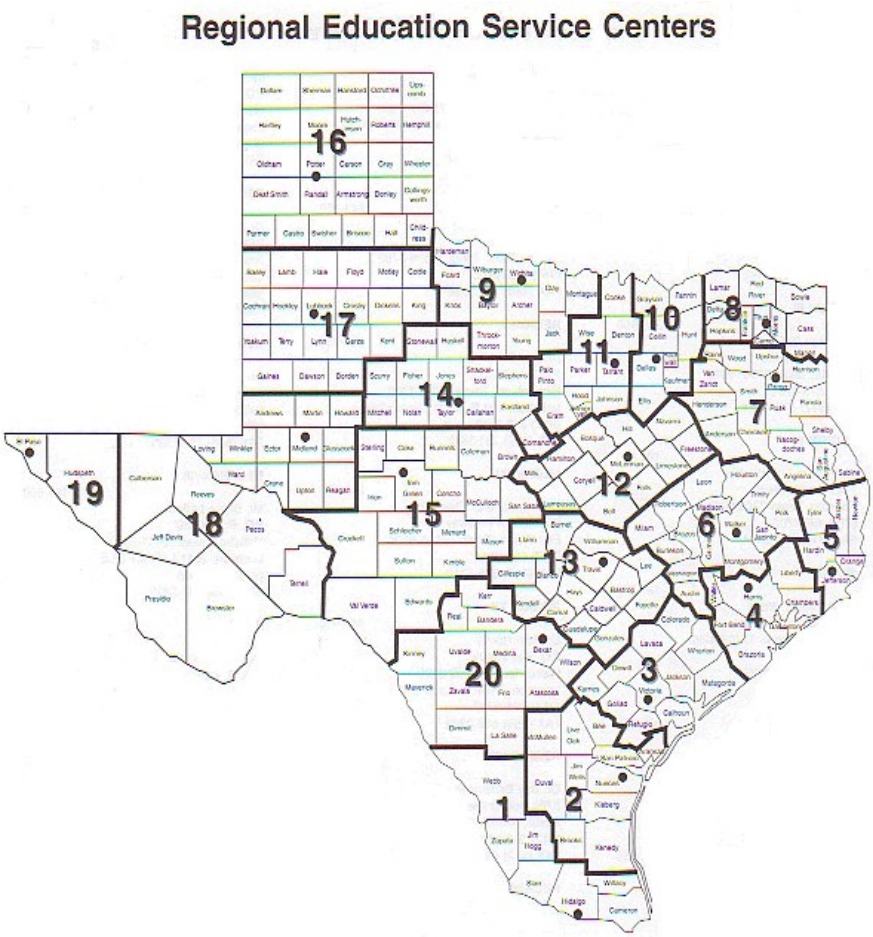
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

ClearGov, Inc.	792-26
Name of Vendor	Proposal Invitation Number
Bryan A Burdick	Bryan A. Burdick
Signature of Authorized Company Official	Printed Name of Authorized Company Official

September 30, 2025
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Not Applicable		

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Not Applicable

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

ClearGov, Inc. was incorporated in 2015 and has been in business for close to 10 years. ClearGov is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

ClearGov currently provides software solutions to over 1,400 local government, school district and special district customers across all 50 states. ClearGov has a dedicated staff of Client Success managers who support our customers.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

The bulk of ClearGov's prospect/client interactions are directly between customers and our sales executives. We have instructed our sales team to present BuyBoard as the first and preferred option if a customer wishes to contract through a procurement cooperative/aggregator. We also encourage customers to become BuyBoard members if they are not already part of the BuyBoard community. Finally, ClearGov will continue to include BuyBoard on the Partners page of our ClearGov website.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

ClearGov is financially solvent and rapidly growing; None of the firm's past or present owners, principal shareholders, or officers have filed for bankruptcy, receivership or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

No. ClearGov's product is a turnkey, SaaS solution. We do not do custom software development work.

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

Section I: Software as a Service (SaaS) Products and Related Services

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a

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subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

Section II: Cybersecurity Assessments, and Related Products and Services

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

ClearGov Inc Information

Contact:	Tyler Bridges
Address:	2 Mill and Main Place Suite 630 Maynard, MA 01754
Phone:	(855) 553-2715
Fax:	(774) 759-3045
Toll Free:	(855) 553-2715
Email:	tbridges@cleargov.com
Web Address:	www.cleargov.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tyler Bridges
Signature

tbridges@cleargov.com
Email

Submitted at 10/2/2025 02:34:48 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

ClearGov - BuyBoard Proposal Invitation No. 792-26.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor. Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

ClearGov - Rate Cards.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile

ClearGov - Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

ClearGov - IRS Form W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

ClearGov - Sole Source Provider Letter.pdf

This letter confirms that ClearGov is the sole source provider for the products detailed herein.

Bid Attributes

1 Name of Proposing Company (Legal Name)

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below.

ClearGov Inc.

2 Vendor Business Name

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used.

ClearGov Inc.

3 Vendor Mailing/Street Address

Vendor Mailing/Street Address

2 Mill and Main Place, Suite 630

4 Vendor Mailing/Street Address - City

Vendor Mailing/Street Address - City

Maynard

5 Vendor Mailing/Street Address - State

Vendor Mailing/Street Address - State (Abbreviate State Name)

MA

6 Vendor Mailing/Street Address - Zip Code

Vendor Mailing/Street Address - Zip Code

01754

7 Federal Identification Number

Federal Identification Number

47-5205793

8 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Tyler

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Bridges

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

tbridges@cleargov.com

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

2 Mill and Main Place, Suite 630

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Maynard

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

MA

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

01754

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

7087

28 **Company Website**

Company Website (www.XXXXX.com)

www.cleargov.com

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

orders@cleargov.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Brenda

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Luebbers

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

7003

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

bluebbers@cleargov.com

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Brenda

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Luebbers

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

508-365-2050

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

tbridges@cleargov.com

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Tyler

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Bridges

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

7087

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

54 **Invoice Company Name**

Invoice Company Name

ClearGov Inc.

55 **Invoice Company Department Name**

Invoice Company Department Name

Finance

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Brenda

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Luebbers

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

2 Mill and Main Place, Suite 630

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Maynard

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

MA

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

01754

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

7003

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

774-759-3045

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

bluebbers@cleargov.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

finance@cleargov.com

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

ClearGov offers a 30-Day money-back guarantee.

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

ClearGov Inc.

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107	**Region 19** Region 19 - El Paso ☐ *Region 19*
108	**Region 20** Region 20 - San Antonio ☐ *Region 20*
109	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
110	**Company Name** Company Name ClearGov Inc.
111	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will serve all states in the United States
112	**Alabama** Alabama ☐ *Alabama*
113	**Alaska** Alaska ☐ *Alaska*
114	**Arizona** Arizona ☐ *Arizona*
115	**Arkansas** Arkansas ☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

3 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

4 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services-** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services-** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section II: Cybersecurity Assessments, and Related Products and Services

Discount (%) off catalog/price list for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents. . Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Response Total: $0.00

October 1, 2025

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759

To Whom It May Concern,

ClearGov provides unique budget planning, building and reporting solutions for local government agencies: towns, cities, counties, school districts, special districts, etc. More than 1,400 customers have purchased the ClearGov platform via sole source. For starters, this letter confirms that ClearGov, Inc. is the sole source provider for the following modules:

- ClearGov Operational Budgeting
- ClearGov Personnel Budgeting
- ClearGov Capital Budgeting
- ClearGov Digital Budget Book
- ClearGov Transparency
- ClearGov Strategic Planning
- ClearGov Digital Financial Reporting
- ClearGov Capital Project Tracking
- ClearGov ClearForms

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

In addition, while it may be possible to build and present your budget using other technologies, no company offers the unique combination of features and functionality delivered by ClearGov. In addition, all ClearGov modules are designed and built to work seamlessly together. What follows is a partial list of the key features and functionality offered in each ClearGov Budget Cycle Management module.

Operational Budgeting

- Ability to create multi-year operational budget forecasts & adjust variables by individual categories.
- Ability to collaboratively build a budget via a single, shared online workspace

- Ability to create an unlimited number of budget versions
- Ability to view historical trend analysis at fund, department, object or line item level
- Collaborative workflows to assign and track budget requests by department
- Includes drill-down functionality to review and/or request budget information at the line item or even sub-line item detail
- Ability to automatically generate a baseline budget based on multiple options, i.e. zero-based budgeting, forecasted budget, fixed percentage increase, etc.
- Ability for department heads to assign sub-requesters to portions of their budget
- Ability to review and approve/reject budget requests by individual request or by batch
- Ability to lock-down budget line items, e.g. headcount costs
- Ability to share budgets online for review by committee members
- Ability to add change justifications notes, comments and supporting materials to any line (or sub-line) item within the budget
- Integrated graphs that provide visual feedback throughout the budgeting process including historical trends and budget surplus/deficit
- Ability to track and report a thorough audit trail of all changes, comments and budget versions
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems
- Ability to build, analyze, and approve/deny Funding Packages that include Personnel requests, e.g. new budget programs

Personnel Budgeting

- Ability to create and customize multi-year personnel budget plans and scenarios
- Ability to define units, wage schedules, benefits and additional pay elements, etc. by position, role and department, including position control functionality
- Collaborative workflows for the collection or personnel requests and changes
- Includes a filterable dashboard summary of all personnel requests by type, department, etc.
- Ability to see projected total compensation breakdown at an employee level
- Ability to present proposed personnel budget scenario(s) for review in a shared, online dashboard and respond to on-the-fly what-if requests
- Ability to support personnel vacancy, retirement and furlough planning scenarios
- Ability to support collective bargaining, what-if planning scenarios
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Capital Budgeting:

- Ability to create and customize multi-year capital budget plans and scenarios
- Collaborative workflows for collecting capital requests
- Ability to automatically create detailed, shareable capital project summary pages
- Ability to add notes, comments, images, supplement documents, etc. to capital project summaries
- Ability to customize multiple types of capital request forms
- A filterable dashboard summary of all capital projects by type, department, funding source, etc
- Ability to score and rank capital requests by priority and strategic objectives

- Includes capital budget scenario planning functionality to enable allocation of capital projects across multiple funding sources
- Capital improvement website module with timelines, public commentary and ability for visitors to sign up for project change email notifications
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Digital Budget Book:

- Ability to automatically create a customizable budget book template
- Ability to create and present a budget book via an interactive, accessible Website with built-in navigation
- Includes built-in GFOA and ASBO award criteria guidelines
- Includes templated pages for fund pages, department pages, revenue pages, etc.
- Includes a pre-populated, customizable glossary of terms
- Includes automated narrative generation, powered by ClearGov AI
- Automatically populates pages with financial data, charts, tables, etc.
- Collaborative workflows for multi-user editing and creation of budget book pages
- Ability to embed dynamic data into narrative text throughout budget book
- Ability to embed customizable Financial Statements throughout budget book
- Ability to automatically update financial data throughout budget book
- Ability to upload and embed images, spreadsheets and other objects into budget book pages
- Ability to add links to attachments within budget book pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to generate and embed organizational charts
- Ability to automatically embed submitted and approved capital improvement projects
- Ability to duplicate the budget book & update financial data as the basis for next FY budget book
- Ability to automatically format and print to .PDF any portion of the budget book and/or the complete budget book with dynamic Table of Contents and page numbering

Transparency:

- Ability to provide fiscal transparency via automated infographic profiles
- Ability to view financial data via multiple ERP dimensions, i.e. department, object, rev. source, etc.
- Includes drill-down functionality to view financial information in granular detail
- Includes census demographic profile data
- Ability to add commentary/context to all panels, charts and graphs within the transparency profile
- Ability to add custom panels to transparency profile
- Ability to display budget vs. actuals and provide regular updates
- Ability to display historical and forecasted financial figures
- Ability to create custom graphs and embed them in the transparency profile and/or directly in the municipal website.
- Ability to include department dashboards to communicate key performance metrics, including financial and non-financial graphs and metrics
- Ability to deliver a searchable, filterable open checkbook to provide check-level detail transparency

Strategic Planning:

- Ability to create, manage and execute any type of strategic plan, including focus areas, goals and action items
- Automated workflow to enable updates to action items and goals
- Automated dashboard to present plan progress with built-in filters and drill-down
- Ability to allocate budget to specific focus areas and goals
- Collaborative workflows for multi-user editing and creation of plan components and plan presentation pages
- Ability to automatically create a customizable plan template
- Ability to create and present any plan via an interactive, accessible Website with built-in navigation
- Includes templated pages for SWOT analysis, focus areas, strategic objectives, etc.
- Ability to upload and embed images, spreadsheets and other objects into plan pages
- Ability to add links to attachments within plan pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Plan pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments
- Ability to automatically format and print to .PDF any portion of the plan and/or the complete plan document with dynamic Table of Contents and page numbering
- Seamless integration with budget data

Digital Financial Reporting

- Ability to automatically create a customizable Annual Comprehensive Financial Report (ACFR) and Annual Financial Report (AFR) template
- Ability to automatically publish an online, ADA accessible and mobile-optimized version of the AFR or ACFR and integrate directly into any Website
- Collaborative workflows for multi-user editing and creation of financial reporting pages
- Ability to embed and update dynamic data into narrative text throughout the report
- Ability to upload and embed images, spreadsheets and other objects into report pages
- Ability to add links to attachments within report pages
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to automatically format and print to .PDF any portion of the report and/or the complete report with dynamic Table of Contents and page numbering
- Seamless integration with a dynamic statement builder application
- Ability to create financial statements from best-practice templates
- Ability to map trial balance information into financial statements
- Ability to automatically update financial data in financial statements
- Includes built-in GFOA award criteria guidelines

Capital Project Tracking

- Ability to create, manage and execute any capital project
- Ability to define phases and action items for each project
- Ability to track progress and status across all projects, phases and action items

- Automated workflow to enable updates to projects, phases and action items
- Automated dashboard to present progress across all projects
- Seamless integration with Capital Budgeting data
- Expedited sync workflow to quickly transition projects from budget requests to actionable projects
- Ability to allocate budget and spend to specific projects and phases, and to allocate funding for projects and categorize by specific funding sources
- Collaborative workflows for multi-user editing and creation of project components
- Ability to templatize project types to reduce time for project setup
- Ability to deliver a list of projects via an interactive, accessible website with built-in navigation
- Ability to upload and embed images, attachments and other objects into projects details
- Ability to set the specific location or area on a map for project location
- Ability to export a list of projects with high level detail, progress and financial information
- Ability for public website visitors to subscribe to email notifications for project updates
- Project pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments

ClearForms

- Fully self-service, no-code setup functionality
- Ability to customize and brand public form and landing pages
- Ability to customize URLs for portal and landing pages
- Ability to clone existing workflows and forms
- Includes flexible digital forms builder
- Includes flexible digital survey step builder
- Includes version control for workflows
- Ability to review queue and approve processes (mobile-responsive)
- Ability to require that subprocess(e)s must be completed before main workflow is finalized
- Ability to create custom, print-at-home output documents (PDFs) for issued licenses and permits
- Supports conditional logic for branching workflows - including sections, reviews, assignments, subprocesses, and payments
- Includes no-code formula editor for application/license fees and calculations
- Includes discussion pane for direct government/applicant communication
- Includes status updates and automated/custom email notifications
- Includes activity log for step notifications
- Ability to create, import, and store workflow data entities, e.g. parcel data for building permits
- Built-in directory for searching applicants and entities
- Supports team functionality with role-based permissions for segregation and transfer of duties between staff in real time
- Integrated payments via credit/debit card or ACH
- Integrated handling for charge disputes and refunds
- Supports automated payouts on customer's self-determined schedule (daily, weekly, monthly)
- Supports online signatures from applicants and reviewers
- Supports comprehensive, exportable transaction history
- Includes data visualization for performance management, i.e. workflow activity, completion time, license revenue, et. al.
- Includes smart dashboards for both administrators and applicants

We look forward to having the opportunity to continue working with you. Please let me know if you have any questions or require additional information.

Sincerely yours,

Bryan A. Burdick
President, ClearGov, Inc.

ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information***" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: http://www.ClearGov.com/terms-and-conditions. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.

8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

-

ClearGov®

Exhibit A3

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	**May 20, 2026**
Order Valid If Signed By	**Jun 25, 2026**

Customer Information

Customer	Seminole County, FL	**Contact**	Tim Jecks	**Billing Contact**	
Address	1101 S. 1st st.	**Title**	Management and Budget Director	**Title**	
City, St, Zip	Sanford, FL 32771	**Email**	tjecks@seminolecountyfl.gov	**Email**	
Phone	407-665-000			**PO # (If any)**	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #792-26

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$800,000,000**
Setup Services	**Tier / Rate**	**Service Fees**
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 6B	$ 63,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 6B	$ (12,060.00)
Total ClearGov Setup Service Fee - Billed ONE TIME		**$ 50,940.00**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 6B	$ 7,000.00
ClearGov Operational Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Personnel Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 6B	$ 38,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 6B	$ 29,500.00
ClearGov Capital Project Tracking - Civic Edition	Tier 6B	$ 29,500.00
Bundle Discount: Platform (50%)	Tier 6B	$ (3,500.00)
Bundle Discount: Modules (25%)	Tier 6B	$ (43,850.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 135,050.00**
Special Terms	**Applies to**	**Amount**
See attached Statement of Work	-- N/A --	$ -

ClearGov will provide your Services according to this schedule...			
Period	**Start Date**	**End Date**	**Description**
Setup	Jul 1, 2026	Jul 1, 2026	ClearGov Setup Services
Pro-Rata	Jul 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	**Amount(s)**	**Notes**
Jul 1, 2026	$50,940.00	One-time Set-up Fee (excluding Grants Management)
Jul 1, 2026	$33,762.50	3 Month Pro-Rata Subscription Fee
Oct 1, 2026	$135,050.00	Year 1 Annual Subscription Fee
Oct 1, 2027	$139,101.50	Year 2 Annual Subscription Fee
Oct 1, 2028	$143,274.55	Year 3 Annual Subscription Fee
Oct 1, 2029	$147,572.78	Year 4 Annual Subscription Fee
Oct 1, 2030	$151,999.96	Year 5 Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	**Jun 25, 2026**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	Tim Jecks
Title	Management and Budget Director

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

ADDITIONAL TERMS

IT Security & Identity Requirements

1. Single Sign-On (SSO) Authentication
Vendor shall support integration with Microsoft Entra ID for Single Sign-On (SSO) and federated authentication. County users shall authenticate to the ClearGov application using Entra ID to support identity lifecycle management and user experience.

2. Multi-Factor Authentication (MFA)
Vendor shall support Multi-Factor Authentication (MFA) for County users authenticated via Microsoft Entra ID. MFA enforcement shall be configurable and managed through the County's Entra ID environment.

3. Geofencing / Conditional Access
Vendor shall support authentication via Microsoft Entra ID such that the County may enforce location-based access restrictions, including geofencing, through its own Entra ID Conditional Access policies.

Vendor does not provide native application-level geofencing controls within the ClearGov application.

4. User Identification and Prohibited Data
Vendor shall not use Social Security Numbers (SSNs) as a primary identifier within the application or database. Vendor shall support the use of a County-provided employee identifier (e.g., Seminole County Employee ID) as the unique identifying key for user records, subject to mutually agreed implementation details.

5. Security Incident and Breach Notification
In the event of a Security Incident that rises to the level of a data breach involving County data, Vendor shall notify the County Department and the County Information Security Team without undue delay, in accordance with agreed incident response procedures.

Notification shall be made via email to: infosec@seminolecountyfl.gov.

6. Compliance with County Policies
Vendor shall ensure that the ClearGov application supports the County's compliance with applicable administrative codes, policies, and procedures related to data handling, privacy, and reporting requirements. Vendor shall maintain appropriate auditing and logging capabilities and, upon request, provide relevant audit data to support County compliance, reporting, and incident response activities.

The following terms shall be added to Exhibit A - Statement of work below:

- Audit Tracking During Implementation. ClearGov shall utilize a shared success plan to be maintained and updated throughout the implementation process. This document will outline each module's configuration and associated training activities. Both parties shall have access to the shared success plan to monitor progress at each stage of implementation. The shared success plan is intended to promote alignment, accountability, and transparency between the parties.
- ClearGov and the Customer will mutually define the datasets exchanged between ClearGov and the Customer's financial system, JD Edwards (JDE). These datasets will include budget data, actuals, transaction data, chart of accounts, organizational structure, personnel information (if applicable), and capital project data. ClearGov will support the ingestion and export of these datasets in formats that align with the Customer's budget development processes and JDE upload requirements.
- ClearGov will provide import and export templates and related mapping documentation that outline how Customer-provided data aligns to ClearGov's configuration and how exported data supports the Customer's downstream JDE processes. ClearGov and the Customer will jointly validate all imported and exported data to ensure accuracy and compatibility with JDE requirements.
- Successful completion of data integration will include validated imports of all in-scope datasets, agreed-upon mapping documentation, and verified export files that support the Customer's operational and budget workflows, including re-loading finalized budget data into JDE.
- The System maintains a comprehensive audit trail designed to record all material user actions and data modifications, including any financial updates made within ClearGov (who changed what and when), as well as any changes made to project scopes and details within the Capital Budgeting and Capital Project Tracking Modules.
- Customer has the ability to customize and add reports for the Budget Document module, including the ability to incorporate externally generated charts, graphs, Smart Art Graphics, PDF's and other visual elements into the Budget Document and the ability to reference Department Goals to CIP Projects.

ClearGov

EXHIBIT A
Statement of Work

This Statement of Work ("SOW") defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Service Order Form.

The specific modules and services to be implemented are as outlined in the Service Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments. The detailed definitions, deliverables, and responsibilities for each phase will be provided later in a detailed project plan, which accompanies the SOW.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify ClearGov promptly of any internal changes that may impact project scope or timeline

ClearGov

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Phase 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, ClearGov and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within ClearGov
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed ClearGov system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Phase 2: Data Integration

Following the completion of the Discovery and Planning phase, ClearGov and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, ClearGov will configure data elements, integrations (if purchased), and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

ClearGov

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Phase 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the ClearGov system to meet the Customer's approved design specifications. ClearGov will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured ClearGov environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Phase 4: Project Sign Off

In the final phase of the implementation, ClearGov and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

ClearGov

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Phase 5: Training

ClearGov will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by ClearGov and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Service Order Form and the associated Terms and Conditions document between the parties.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

PROPOSAL INVITATION 792-26 CYBER SECURITY ASSESSMENTS

BUDGET MANAGEMENT SOFTWARE

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

B. Errors & Omissions:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

C. Cyber Liability & Technology E&O:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	General Occurrence

Exhibit E

Agreement Name: _Cooperative Purchase Contract for Budget Management Software and Related Services Bid By Another Government Entity_____

Agreement Number: _792-26_____

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 as set forth herein 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 constitute a breach of Agreement Number _____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 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 Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/18/2021

Exhibit F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # 792-26

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

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

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

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

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

_____ _____
Signature Date

_____
Print 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:_____

ClearGov®

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	**May 20, 2026**
Order Valid If Signed By	**Jun 25, 2026**

Customer Information

Customer	Seminole County, FL	**Contact**	George Woodring	**Billing Contact**	
Address	1101 S. 1st st.	**Title**	Grants Administrator	**Title**	
City, St, Zip	Sanford, FL 32771	**Email**	gwoodring@seminolecountyfl.gov	**Email**	
Phone	407-665-000			**PO # (If any)**	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #792-26

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$800,000,000**
Setup Services	**Tier / Rate**	**Service Fees**
Grants Management ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 6B	$ 15,000.00
Total ClearGov Setup Service Fee - Billed ONE TIME		**$ 15,000.00**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Grants Management - Civic Edition	Tier 6B	$ 45,000.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 45,000.00**
Special Terms	**Applies to**	**Amount**
See attached Early Adopter Program Addendum + Statement of Work	-- N/A --	$ -

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Oct 1, 2026	Oct 1, 2026	ClearGov Setup Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Oct 1, 2026	$15,000.00	One-time Set-up Fee
Oct 1, 2026	$45,000.00	Annual Subscription Fee: General Availability*
Oct 1, 2027	$46,350.00	Annual Subscription Fee: General Availability*
Oct 1, 2028	$47,740.50	Annual Subscription Fee: General Availability*
Oct 1, 2029	$49,172.72	Annual Subscription Fee: General Availability*
Oct 1, 2030	$50,647.90	Annual Subscription Fee: General Availability*

***General Availability and Billing.** The parties acknowledge that October 1, 2026 is the target General Availability ("GA") date for the Product. If GA occurs prior to October 1, 2026, Company will invoice Customer upon GA release, and fees will be prorated for the remainder of the then-current Subscription Term. If GA occurs after October 1, 2026, billing will be deferred until the actual GA release date, and fees will be prorated accordingly. Company shall determine GA release in its reasonable discretion.

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	**Jun 25, 2026**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	George Woodring
Title	Grants Administrator

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

ClearGov

Early Adopter Program Addendum

1. Program Participation

Customer agrees to participate as an early adopter of Company's new **Grants Management Product** ("**Product**").

2. Fees and Terms

- **Early Adopter Period:** Customer will receive access to the Product at **no additional cost**.
- **General Availability:** Upon general availability, Customer will be charged according to the attached Service Orde Form.
    - Except as expressly stated above, all other pricing, billing, and payment terms of the Agreement remain unchanged.

3. Customer Commitments

As part of the Early Adopter Program ("**Program**"), Customer agrees to:

1. Participate in **biweekly feedback sessions** for the first **three (3) months** of the Program;
2. Provide **structured feedback** on usability, data quality, and feature performance;
3. Provide a **testimonial** upon successful implementation;
4. Participate in **case studies and webinars** coordinated by Company;
5. Serve as a **customer reference** and grant Company permission to use Customer's **name and logo** in marketing and promotional materials.

4. Product Availability

Customer acknowledges that the Product is in early-release state and may be subject to updates, modifications or refinements during the Program period. Company will use commercially reasonable efforts to maintain service quality and communicate material changes.

5. No Other Changes

Except as expressly modified in this Addendum, all terms and conditions of the Agreement remain in full force and effect.

STATEMENT OF WORK

Grant Management Module

Early Access Program (EAP)

Subject to Change · Pre-General Availability

Customer	Vendor
Seminole County, Florida	**ClearGov, Inc.**
Board of County Commissioners	cleargov.com

Document Type	Effective Date	SOW Version
EAP Statement of Work	July 1 2026 (Pending Execution)	v1.0 — Preliminary

⚠ **EARLY ACCESS PROGRAM — IMPORTANT NOTICE**

This Statement of Work governs Customer's participation in ClearGov's Early Access Program (EAP) for the Grant Management Module. The EAP is a pre-general-availability program. Features, timelines, and specifications described herein reflect current product direction and are subject to change as the product matures. This SOW does not constitute a commitment to a generally available (GA) product.

Upon General Availability of the ClearGov Grant Management Module, the parties may execute a separate GA Statement of Work superseding this document, which Seminole County may execute at its election.

1. Background & Purpose

The purpose of this Statement of Work is to define the scope of Seminole County's participation in the ClearGov Grant Management EAP, the mutual obligations of both parties, the anticipated program timeline, and the terms governing this pre-production engagement. This SOW is designed to satisfy Seminole County's IT governance and board approval requirements while accurately representing the nature of the EAP program.

Seminole County's participation as an EAP client directly shapes the ClearGov Grant Management Module. As a design partner, Seminole County will have direct access to the ClearGov product team, priority influence over feature prioritization, and EAP-specific pricing in recognition of this early partnership.

2. Scope of Work

ClearGov will provide Seminole County access to the Grant Management Module EAP environment, including the feature areas listed below. All features are in active development. Specific capabilities, user interface, and workflows are subject to change based on product development progress and EAP feedback.

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> The features listed below represent the intended scope of the EAP program at time of execution. As an EAP participant, Seminole County acknowledges that individual features may be released incrementally, may change in implementation, or may be re-scoped based on product development findings. ClearGov will communicate material changes to scope in writing with reasonable advance notice.

Module / Feature Area	Description
Grant Register	Centralized register of all active grants across Seminole County departments.
Task Management & Deadline Tracking	Automated task assignment, deadline reminders, and calendar views. Configurable notification workflows to ensure no reporting or compliance deadline is missed.
Document Repository	Centralized document storage per grant, with automatic aggregation of attachments across tasks and a complete file history.
Role-Based Access Control	Granular permission management — admin, contributor, and view-only roles configurable at the individual grant level across the grants team and department staff.
Audit Trail	Complete, immutable log of all actions taken within each grant record: who applied, who approved, who submitted, what changed and when. .
Basic Financial Tracking	Provides grant-level financial visibility.
Reporting Dashboard	Cross-department grant status dashboard providing consolidated visibility into all active grants, pending deadlines, and financial tracking across the portfolio.
ERP integration	ERP integration with Tyler ERP Pro, JD Edwards via SFTP-based ETL file extracts.

2.1 Out of Scope for EAP

The following items are explicitly out of scope for the EAP period and will be evaluated for inclusion in the GA product roadmap:

- SEFA / Single Audit automated export (manual reporting support available during EAP)
- Custom API development or bespoke integrations
- Multi-agency or inter-governmental data sharing

ClearGov and Seminole County agree to revisit integration scope upon General Availability, at which time a GA Statement of Work will define production integration commitments.

3. Early Access Program Terms

Seminole County's engagement is structured as an Early Access Program (EAP) participation, not a general availability product purchase. The following terms govern this distinction.

3.1 Nature of the EAP Engagement

- Seminole County is participating as a design partner in a pre-production product program.
- The Grant Management Module is not yet generally available. Features, workflows, and data structures are actively being developed.
- Seminole County will have access to a dedicated EAP environment. Production data may be used with appropriate data handling agreements in place.
- EAP access is provided at a reduced Early Access price in recognition of the design partnership, feedback commitment, and inherent flexibility required of EAP participants.

3.3 ClearGov Obligations During EAP

- Provide a dedicated ClearGov product contact for Seminole County for the duration of the EAP.
- Communicate planned feature releases, significant scope changes, and known issues in writing with reasonable advance notice.
- Prioritize Seminole County feedback in the product development backlog, with written acknowledgment of all submitted feedback items.
- Protect all county data in accordance with ClearGov's data security and privacy standards.
- Not make any Seminole County data or feedback publicly identifiable without prior written consent.

4. Estimated Program Timeline

The following timeline represents the anticipated EAP program schedule. Dates are targets and may shift based on product development progress. ClearGov will provide written notice of any material timeline changes with a minimum of 15 business days advance notice where operationally feasible.

Phase	Timeline	Activities
Phase 1	**July– August 2026**	EAP Onboarding. Account setup, team orientation, initial data configuration. Kickoff meeting with ClearGov product team. Identification of priority workflows for Seminole County.
Phase 2	**August– October 2026**	Core Feature Access. Task management, document repository, deadline tracking, and role-based access,audit trail. Active use and structured feedback cycles.
Phase 3	**October– November 2026**	Advanced Features & Reporting.Financial tracking and reporting dashboard. Feedback incorporated into GA roadmap.
Phase 4	**November 2026+**	GA Evaluation.

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Timeline Note: Seminole County's board approval and budget cycle deadline of October 2026 has been noted by ClearGov. ClearGov will make reasonable efforts to ensure Phase 3 features are accessible to Seminole County no later than September 2026 to support internal evaluation ahead of the October budget gate. This commitment is subject to EAP program development progress.

5. Roles & Responsibilities

ClearGov Responsibilities	Seminole County Responsibilities
Provision and maintain EAP environment	Designate primary EAP point of contact
Provide dedicated product contact	Participate in monthly feedback sessions
Deliver onboarding and configuration support	Complete onboarding tasks within agreed timelines
Communicate feature releases and changes in writing	Provide structured feedback within 10 business days of feature releases
Acknowledge and triage all submitted feedback	Notify ClearGov of bugs or unexpected behavior promptly
Protect Seminole County data per ClearGov security standards	Ensure authorized personnel only access the EAP environment
Present product upon General Availability	Evaluate and respond to GA

AGREEMENT TO ENTER INTO A COOPERATIVE PURCHASE CONTRACT FOR GRANT MANAGEMENT SOFTWARE AND RELATED SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CLEARGOV, INC.**, duly authorized to conduct business in the State of Florida, whose address is 7901 4TH Street, N, Suite 300, Saint Petersburg, Florida 33702, 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, a third-party governmental entity known as the Local Government Purchasing Cooperative, which is administered by the Texas Association of School Boards, Inc., solicitated for services and then entered into Contract #792-26 with CONTRACTOR on the date of April 1, 2026 ("Original Government Contract") to provide it with software products for asset management/tracking, business/financial, communications management, curriculum/instruction, document/record management, facility/maintenance, grant management, payroll/performance/recruitment, information technology, legal case/dourtroom docket, student services and cybersecuity assessments; and

WHEREAS, the Original Government Contract was a cooperative purchase contract that was competitively procured, negotiated and executed between the cooperative (Local Government Purchasing Cooperative which is administered by the Texas Association of School Boards) and the CONTRACTOR; and

WHEREAS, the COUNTY has determined the procurement of the Original Government Contract was consistent with applicable law; and

WHEREAS, pursuant to Section 3.582 of the Seminole County Code of Ordinances, "*the Division is authorized to make Cooperative Purchases if determined by the Division to be in the best interest of the County*"; and

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide grant management software and related services for Seminole County; 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 and its respective attachments; and

WHEREAS, COUNTY finds it in the public interest to utilize CONTRACTOR for the same or similar services as were previously procured between the Local Government Purchasing Cooperative, which is administered by the Texas Association of School Boards, Inc., and CONTRACTOR under the cooperative purchase contract known as Contract 792-26,

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 described in the Scope of Services of the Original Government Contract. The Original Government Contract, known as Contract 792-26 for grant management software and related services, was previously procured between the Local Government Purchasing Cooperative, as administered by The Texas Association of School Boards, Inc., and ClearGov, Inc. The Original Government Contract, ClearGov Service Order and ClearGov Service Agreement in their entireties, are hereby affirmed, ratified, attached hereto as Exhibits A, A-2 and A-3, and are incorporated herein and made a part of this Agreement. CONTRACTOR agrees to perform the services set forth therein for SEMINOLE COUNTY in accordance with the terms and conditions reflected in such documents. These documents are attached hereto, respectively, as

Exhibit A, Exhibit A-2 and Exhibit A-3. If there is a conflict between the terms and conditions of the Original Government Contract, the Service Order or the ClearGov BCM Service Contract and this Agreement, the terms and conditions within this Agreement shall prevail.

Section 2. Term.

(a) The duration of this Agreement shall be defined in accordance with the term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Orders.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in accordance with the terms and conditions of the Original Government Contract, the Service Order and the ClearGov Service Agreement.

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

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement in accordance with the ClearGov Service Order and ClearGov Service Agreement.

Section 6. Payment and Billing.

(a) The parties shall be bound by all terms and conditions within the ClearGov Service Order and the ClearGov Service Agreement related to payment and billing procedures.

(b) 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 Information Technology Department
1101 East First Street
Sanford, FL 32771

(c) 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.

(d) 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) CONTRACTOR shall invoice COUNTY as provided in the ClearGov Service Order and ClearGov Service Agreement.

(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 damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement. The type of damages recoverable under this Agreement shall be pursuant to Section 6 of the ClearGov Service Agreement.

Section 9. Termination.

(a) This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:

(1) Each Party may terminate if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

(2) Each Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

(b) 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 the Original Government Contract, the ClearGov Service Order or the ClearGov Service Agreement, this Agreement shall prevail unless it is expressly stated otherwise herein.

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 Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially ass of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bounds by all of the obligation of the assigning Party under 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.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend COUNTY against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "Claim") arising out of or relating to (i) ClearGov's breach of any

terms, conditions, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, COUNTY will ClearGov with written notice of such claim.

(b) COUNTY shall cooperate as fully as reasonably required in the defense of any Claim. COUNTY reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to COUNTY, ClearGov shall not settle any Claim, without the written consent of COUNTY, such consent shall not be unreasonably withheld.

(c) This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage

required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(2) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all

services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(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.

(A) Except as pursuant to subsection B below, 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.

(B) ClearGov shall have the right to modify the terms and conditions of the ClearGov BCM Service Agreement at any time by posting revised terms and condition at the following URL:http://www.ClearGov.com/terms-and-conditions. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current 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, which are not specifically provided for in this Agreement or its attachments, 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. The parties shall be bound by all terms and conditions within the Original Government Agreement, and the ClearGov BCM Service Agreement, with respect to patents and royalties.

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 Information Technology Department
1101 E. First Street
Sanford, FL 32771

With a copy to:

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

Seminole County Grants Management Program
1101 E. First Street
Sanford, Florida 32771

For CONTRACTOR:

ClearGov, Inc.
7901 4th Street, N., Suite 300
St. Petersburg, Florida 33702

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:	ClearGov, Inc.
_____	By:_____
Witness	
_____	_____
Print Name	Print Name
_____	_____
Witness	Title
_____	_____
Print Name	Date

The remainder of this page has been left intentionally blank.

SEMINOLE COUNTY, FLORIDA

By:_____
ROBERT BRADLEY,
Purchasing Division Manager

Date:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

AFL/sfa
05/28/2026
T:\Users\alanius\Purchasing\13511 Cooperative Purchase Agreement Grant Management.docx

Attachments:
Exhibit A – Original Government Contract
Exhibit A2- ClearGov BCM Service Agreement
Exhibit A3- ClearGov Service Order-Grants
Exhibit B - *Removed*
Exhibit C – *Removed*
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

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**Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 792-26 for Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services must be received** *on or before 4:00 PM October 2, 2025*, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative

Attn: TASB Asst. Division Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

E-Mail: bids@buyboard.com

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PROPOSAL INVITATION NO. 792-26

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- ***PROPOSAL SPECIFICATIONS –*** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- *PROPOSAL DOCUMENTS* - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- *PROPOSAL SUBMISSION* - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form ***at least five (5) business days prior to the Proposal Due Date.***
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted*.
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

P.O. Box 400, Austin, Texas 78767
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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: *The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

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GENERAL INFORMATION

Proposal Invitation No. 792-26
Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services

***Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services that may be procured by Cooperative members. Because individual members require different products, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for products and services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2026, through March 31, 2027, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $46,201,280; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION: SOFTWARE AS A SERVICE (SAAS) AND MEMBER SOFTWARE AGREEMENT

For purposes of this proposal invitation, Software as a Service (SaaS) shall be defined as a software application, web-based enterprise application, and/or cloud-based operations management software with a delivery model in which the software is licensed on a subscription basis and is centrally hosted by the software provider. It is the intent of this Proposal Invitation to solicit only products for which the SaaS product is offered as a standalone product. SaaS which is only offered by Vendor in conjunction with the sale of tangible equipment and/or products will not be considered for purposes of this proposal invitation.

A Cooperative member procuring SaaS and other products and services under any Contract awarded under this Proposal Invitation will likely negotiate and require Vendor to enter into a Member Software Agreement, as defined in the General Terms and Conditions, with additional terms that are specific to the Cooperative member's software and service needs including, but not limited to, configuration, integration, data security and access, licensing requirements, maintenance, updates, and other requirements. As provided in more detail in the General Terms and Conditions, including Section D.4 (Applicable Terms and Conditions; Ancillary Agreements), any ancillary agreement, including Member Software Agreement, must be in writing, signed by a representative of the Cooperative member with all necessary authority to accept the agreement. In regard to any subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in writing prior to purchase, and such terms (including any Vendor amendments thereto) shall only be effective and binding on the Cooperative member if specifically approved by the Cooperative member in writing, signed by an authorized representative of the Cooperative member. Such ancillary agreement(s) shall not be approved by the Cooperative at the Cooperative level.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

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COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services	**Proposal Due Date/Opening Date and Time** October 2, 2025, at 4:00 PM
Proposal Invitation Number 792-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** _____

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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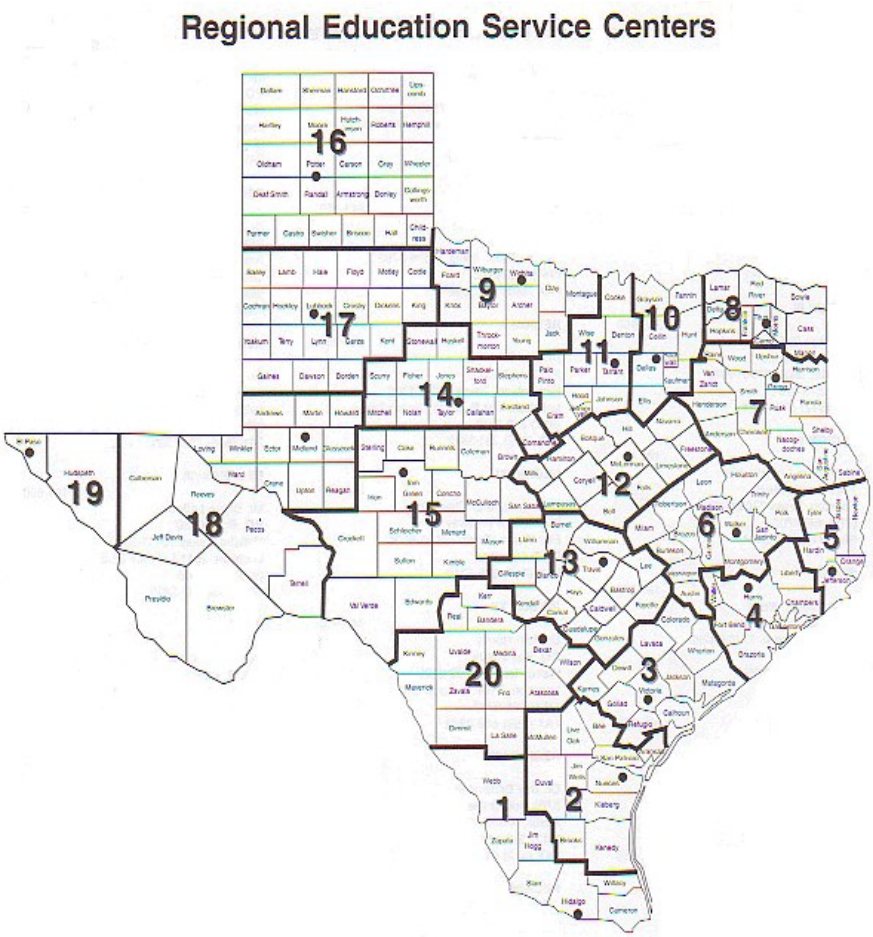
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

_____

_____

_____

_____

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

_____

_____

_____

_____

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

Section I: Software as a Service (SaaS) Products and Related Services

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a

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subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

Section II: Cybersecurity Assessments, and Related Products and Services

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or Member Software Agreement as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Software Agreement. (A Purchase Order and/or Member Software Agreement between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Software Agreement terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

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"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Software Agreement" means any and all additional written terms, conditions, or instructions, related to software products or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. The term includes subscription agreements, license agreements, hosted service agreements, or similar agreements which set forth terms, conditions, and requirements for the specific products and services purchased by the Cooperative member. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member, including software configuration, compatibility, integration, accessibility, and right of access;
2) Data storage, security, access, use, ownership, and other data-related requirements and terms for hosted services;
3) Rights and obligations in the event of data breach or loss or destruction of data;
4) Updates, maintenance, and support services;
5) Intellectual property rights; and
6) Cyber and other insurance requirements.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used

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by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Software-related Products and Services

This Proposal Invitation includes software-related products and services, . It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for software-related products and services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring software-related products and services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Software Agreement with additional terms that are specific to the Cooperative member's software and service needs. For example, a Cooperative member may have specific requirements as to configuration, integration, data security and access, licensing requirements, maintenance, updates, insurance, and other requirements. The Member Software Agreement terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize products by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request additional information from Vendor for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

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The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

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Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.) If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Software Agreements and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

As set forth in Section A.4 (Software-Related Products and Services) and subject to Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), a Cooperative member procuring products and services under a BuyBoard Contract may negotiate additional terms with Vendor that are specific to the Cooperative member's product and service needs and may require Vendor to enter into an ancillary agreement or Member Software Agreement addressing such requirements. Vendor deviations at the Cooperative level regarding items applicable to a specific Cooperative member purchase are inappropriate and will not be accepted at the Cooperative level. Such items must be addressed directly with the purchasing Cooperative member and will only apply to a Cooperative member's purchase if specifically accepted by the Cooperative member in writing in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;

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(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the

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Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Software Agreement thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Software Agreement thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Software Agreement thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Software Agreement thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Software Agreement) that is in the custody or possession of Vendor; or

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(B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Software Agreement thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.
Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded
Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal
Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not

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be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;

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2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Software Agreement and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

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C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request

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Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Software Agreement, as defined in section A.3 (Definitions) and further described in section A.4 (Software-Related Products and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Software Agreements entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

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2. Applicable Terms and Conditions; Ancillary Agreements
By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Software Agreements or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Software Agreement or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

For any ancillary agreement which seeks to incorporate software-related subscription agreements, license agreements, website terms and conditions, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in their entirety in advance of purchase. Such terms (including any Vendor amendments thereto) shall be subject to negotiation by the Cooperative member and shall only be effective and binding on the Cooperative member if specifically approved in writing and signed by a representative of the Cooperative member with all necessary authority to bind the Cooperative member.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Software Agreement or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Software Agreement or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Software Agreement or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Software Agreement or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

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3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Software Agreement issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Software Agreement or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Software Agreements.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

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Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy and cyber insurance, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, property damage, or other loss that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Software Agreement, as applicable, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

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(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

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(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery
Unless otherwise provided for in this Proposal Invitation, all tangible goods, if any, included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Software Agreement, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

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6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Software Agreement null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Software Agreement, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

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(a) Updated Catalogs
If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes
If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties
Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

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10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

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Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Software Agreements prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a**

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Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

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Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

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Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, Member Software Agreement, or other ancillary agreement between Vendor and a Cooperative member.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a Member Software Agreement, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Software Agreement, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

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18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

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In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Software Agreement or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Software Agreement, or ancillary agreement. Subject to any alternative remedies for a particular Cooperative member purchase which are agreed by an authorized representative of the Cooperative member in an ancillary agreement, including a Member Software Agreement, in accordance with the requirements of Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), nothing herein shall limit the remedies available to a Cooperative member under applicable law, and Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Further, unless otherwise specifically disclosed by Vendor and agreed to in writing by an authorized representative of the Cooperative member in accordance with the requirements of Section D.2, Vendor shall be liable to a Cooperative member for any and all damages permitted by law. Any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability at the Cooperative level shall be deemed rejected.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing

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the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Software Agreement or ancillary agreement caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise,

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references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures
Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution
The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver
No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence
This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance
Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

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10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR LOGO FILES

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR PRODUCT DETAILS

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50

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Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage- one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A

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Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

34376638

San Antonio Express - News
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	08/27/25
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	09/03/25

Newspaper Representative Signature

Tamika Lexey
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 3rd day of September A.D. 2025.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID. 7163357 EXP. 02-10-2028

Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
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796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2026 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2026 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

EXHIBIT A

Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21030066	TEXAS ASSOCIATION OF SCHOOL	11057182	Houston Chronicle	7/23/2025
				7/30/2025

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 31st day of July A.D. 2025.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID. 7163357 EXP. 02-10-2028

Veronica Tyrone
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

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NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.
IPLHOU0092458

EXHIBIT A

LOCALiQ

Austin American-Statesman
Amarillo Globe-News
Lubbock Avalanche-Journal

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$910.00	
Tax Amount:	$0.00	
Payment Cost:	$910.00	
Order No:	11503918	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336368	

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VICKY FELTY
Notary Public
State of Wisconsin

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July 23, 30 2025
LACO0336368

EXHIBIT A

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$1818.50		
Tax Amount:	$0.00		
Payment Cost:	$1818.50		
Order No:	11498317	# of Copies:	
Customer No:	1360212	1	
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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative
EXHIBIT A

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11498317 7/23 7/30/25

EXHIBIT A

LOCALiQ

Austin American-Statesman
Amarillo Globe-News
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PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$900.00	
Tax Amount:	$0.00	
Payment Cost:	$900.00	
Order No:	11503764	# of Copies:
Customer No:	1360212	0
PO #:	LACO0336287	

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative
EXHIBIT A
Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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July 23, 30 2025
LACO0336287

EXHIBIT A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Corpus Christi Caller-Times, a newspaper published in the city of Corpus Christi, Nueces County, State of Texas, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio Counties, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$1061.30	
Tax Amount:	$0.00	
Payment Cost:	$1061.30	
Order No:	11498428	# of Copies:
Customer No:	1360212	1
PO #:		

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The San Angelo Standard-Times, a newspaper published in the city of San Angelo, Tom Green County, State of Texas, and of general circulation in the following counties: Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

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Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/28

My commission expires

Publication Cost:	$1183.10	
Tax Amount:	$0.00	
Payment Cost:	$1183.10	
Order No:	11498460	# of Copies:
Customer No:	1360212	1
PO #:		

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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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EXHIBIT A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso, El Paso County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/9/28

My commission expires

Publication Cost:	$950.52	
Tax Amount:	$0.00	
Payment Cost:	$950.52	
Order No:	11498451	# of Copies:
Customer No:	1360212	1
PO #:		

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Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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July 23, 30, 2025 #11498451

EXHIBIT A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$1136.42	
Tax Amount:	$0.00	
Payment Cost:	$1136.42	
Order No:	11499831	# of Copies:
Customer No:	1352662	1
PO #:		

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NANCY HEYRMAN
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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EXHIBIT A

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/23/2025, 07/30/2025

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Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	$135.70	
Tax Amount:	$0.00	
Payment Cost:	$135.70	
Order No:	11498443	# of Copies:
Customer No:	900053	1
PO #:		

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NICOLE JACOBS
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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July 23,30,2025

114984433

EXHIBIT A

The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

Oregonian
LEGAL AFFIDAVIT

AD#: 0011012721

State of Oregon,) ss
County of Multnomah)

Stacey Tredici being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Oregonian 07/23, 07/30/2025

Stacey Tredici DIGITALLY SIGNED

Principal Clerk of the Publisher

KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1026818
MY COMMISSION EXPIRES 08/15/2026

Sworn to and subscribed before me this 05th day of August 2025

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Kimberlee Wright O'Neill DIGITALLY SIGNED

Notary Public

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798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
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800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

EXHIBIT A

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/28

My commission expires

Publication Cost:	$1243.40	
Tax Amount:	$0.00	
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Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

EXHIBIT A

The Dallas Morning News

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: **Ad#** 15199

Texas Association of School Boards- Local Govt Purchasing Cooperative

Appeared in *The Dallas Morning News* on August 28 & September 4, 2025

Dallas Morning News Sales Operations

Sworn to and subscribed before me this Date: September 4, 2025

DANIEL NAVARRO
Notary Public, State of Texas
Comm. Expires 03-22-2028
Notary ID 134822067

Notary Public, State of Texas

EXHIBIT A

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- Out of Metroplex Rentals
- Miscellaneous Rentals

Acreage, Farms & Ranches

NOTICE
Residential rental locators are required to be licensed by the TX Real Estate Commission, Austin 800-250-8732 Locators may advertise apartment units in general terms & all units may not have the same features. The amount of rent quoted in an ad may be the starting rent for a basic unit which does not have all advertised features.

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House for Rent in Mesquite, TX., 4 rooms, 2 bath, 2 garage, fenced, Near school and daycare. $2250 PM and one month deposit. Phone 972-951-4168 & 4167

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- Metroplex Sales
- Out of Metroplex Sales
- Miscellaneous Sales

Acreage, Farms & Ranches

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HOCHATOWN
4.3 Acres just below golf course at end of Pilot Fish rd. borders the national forest 463 ft, 1mi hike to Bib Lake, new road, electric water septic, fiber cable. Asking $495K Text Owner Jim 214-364-3307

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Equal Housing Opportunity

Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

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- Birds
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Dogs

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LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals

PO#1223-9913/DO#1183331
CITY OF DALLAS PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BI025-00027932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service – Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 - Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

PO#1223-9914/DO#1183332
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BYZ25-00028616 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BAZ25-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Bids & Proposals

PO#1223-9915/DO#1183333
CITY OF DALLAS PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

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BF25-00028633 - Laboratory Instruments Services – Commodity Code – 17500 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

PO#1223-9916/DO#1183343
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Friday. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BC225-00028406 - Roadside Removal and Disposal for Bullitan Water Treatment Plant Lagoon 1 – Commodity Code – 92500 (Bids Due on 10/10/2025, Bid Reading on 10/10/2025)

Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bids & Proposals

Bids will be due prior to 2 p.m. on 10/15/2025 and publicly opened at the City of Plano Municipal Center at 2 p.m. on 10/14/2025.

Bid No. 2025-1955-B Generator Replacements FAC-4-7472 012
Mobile Pump Stations FAC-4-7468 052 Jean Day Elementary
FAC-4-7464 115 School House Radio Tower, Install Generator
FAC-4-69141 68 Plano Municipal Warehouse Mandatory site visit requested. Instruments for Publication may be obtained at https://www.plano.gov/1126/Procurement-Divisions#Future at www.planotx.opengov.net or by calling 972-941-7557

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	8/28/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M., Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

Make informed decisions | Business The Dallas Morning News | DallasNews.com

Legal Notices

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25: AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 2 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICTS" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.30.2 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.30.3 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 6.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8.03.01 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND/OR AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 193 AUTHORIZING LOT 25R, BLOCK G, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

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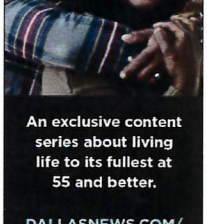

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NOTICE OF PUBLIC HEARING ON ASSESSMENT ORDINANCE
CITY OF THE COLONY PUBLIC IMPROVEMENT DISTRICT NO. 1

DATE, TIME AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that the City Council of The City of The Colony, Texas (the "City Council" and the "City"), will conduct a public hearing: (i) on Tuesday, September 16, 2025, at 6:30 p.m. at City Hall, located at 6800 Main Street, The Colony, Texas, (ii) for the purpose of considering an ordinance that will levy special assessments against property within the City of The Colony Public Improvement District No. 1 (the "District") for fiscal year 2025-2026.

GENERAL NATURE OF THE IMPROVEMENTS. The general nature of the public improvements being undertaken and financed by the District for the special benefit of the property within the District consist of an aggregate amount of $975,272.51 consisting of: (i) $583,969.62 against the Facility Property for costs of Additional Facility Public Improvements, (ii) $ 40,452.38 for Waterfront Public Improvement Costs; and (iii) $350,850.50 for Related Development Public Improvements Costs against the benefitted portions of the Related Development Property.

COST OF THE IMPROVEMENTS. The estimated cost of the public improvements that is proposed to be assessed against the properties within the District for fiscal year 2025-2026 is $975,272.51.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The District is approximately 439.20 contiguous acres within the corporate limits of the City south of and adjacent to the Sam Rayburn Tollway (State Highway 121), north of and adjacent to Plano Parkway, and west of the Burlington Northern Railroad.

PUBLIC HEARING COMMENTS. Written or oral objections on the proposed assessment within the District shall be considered by the City Council at the public hearing.

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JUMBLE

THAT SCRAMBLED WORD GAME By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

LAKAO
URTFI
PIOUAT
CEKOST

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Ans. here: ( ) ( ) ( ) ( ) ( ) ( )

(Answers tomorrow)

Yesterday's Jumbles: VIDEO SHRUG ENCORE PASTOR
Answer: The restaurant kept all the info about its waitstaff — ON THEIR SERVERS

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EXHIBIT A

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David Wayne
214-926-5621

Chevrolet

1970 Chevrolet Chevelle SS 396 5.3L PS, PB, A/C Heat Cruise. #'s Matching Motor, Heads, and Original Build Sheet, Daily Driver $63K 318-461-9898

Car: 2007 Chevrolet Corvette Convertible

Asking Price: $15,000
130,000 Miles
Admiral Blue Metallic Paint
Magnetic Ride
Car can't be driven and it's in storage in Shreveport, LA

Point of Contact:
Jimmie Pitts
Phone: 318-458-9756

Mercedes Benz

2011 Mercedes-Benz SL550, Body Style: Convertible, Price $14,000.00 Color: Black Exterior / Interior, 95,025 Miles. VIN: WDBSK7BA5BF163324 972-233-3600

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- Commercial Real Estate
- Lake & Vacation Property
- Dallas Rentals
- Metroplex Rentals
- Out of Metroplex Rentals
- Miscellaneous Rentals

Acreage, Farms & Ranches

NOTICE
Residential rental locators are required to be licensed by the TX Real Estate Commission, Austin 800-250-8732 Locators may advertise apartment units in general terms & all units may not have the same features. The amount of rent quoted in an ad may be the starting rent for a basic unit which does not have all advertised features.

Want to Buy

DeSoto

Duplex, 2/2. Good condition, W/D connection, no pets, deposit $1,000 rent $1,350. 7085 Sorcery Rd Dallas, TX 75249. 936.234.4151

North Dallas

FREE RENT!
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HOMECENTER FOR SALE

- Acreage, Farms and Ranches
- Commercial Real Estate
- Lake & Vacation Property
- Dallas Sales
- Metroplex Sales
- Out of Metroplex Sales
- Miscellaneous Sales

Acreage, Farms & Ranches

Equal Housing Opportunity

Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

East Dallas

Lower Greenville, 3900 -3902 Liano Ave. Corner lot, building invst. 214-796-7609 drive by. Appraised comp $600-680K. Do not disturb tenants.

Paint/Wallpaper

Painting & Dry Wall Repairs, Int/Ext, Textures, Carpentry, Fence staining. 25 years exp. Free est. 972-896-8145

Brick, Stone Services

Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

House Foundation Repairs

ROCK Foundation Repair
Free est:
$175 pier & beam
214-489-5606
972-765-0729
469-735-8572.
credit cards
dfw-foundationrepair.com

Roofing Repair

ROOF REPAIRS
Leaks, Missing Shingles Roof Turbines, Gutter Cleaning. 19 years of exper. Greg:
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legal

Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/1/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/8/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2026 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2026 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals

PO#1233-9913/DO#1183331
CITY OF DALLAS
PROCUREMENT ADVERTISEMENT
REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BD25-00037932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service - Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 – Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Brick, Stone Services

Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

House Foundation Repairs

ROCK Foundation Repair
Free est:
$175 pier & beam
214-489-5606
972-765-0729
469-735-8572.
credit cards
dfw-foundationrepair.com

Roofing Repair

ROOF REPAIRS
Leaks, Missing Shingles Roof Turbines, Gutter Cleaning. 19 years of exper. Greg:
972-849-1845

Want to Buy

Bids & Proposals | Bids & Proposals | Bids & Proposals

Bids will be due at 2 pm on 9/10/2025 and publicly opened at the City of Plano Municipal Center at 2 pm on 9/11/2025.

Bid No.: 2025-0406-AC Water and Wastewater Facility Equipment Maintenance and Repair. Instructions for bidding may be obtained at www.plano.gov/purch. www.planotx.ionwave.net or by calling 972-941-7557.

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.bids.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	9/8/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M. Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

Notice of Request for Proposal
Grocery & General Retail Merchandise Stores
RFP # 26-03-737

The Irving Independent School District (IISD), Dallas County, Texas will receive Proposals for the following: RFP # 26-03-737 for Grocery & General Retail Merchandise Stores until 2:00 PM, September 25, 2025, in the Purchasing Office located at 3621 W. Airport Frwy, Irving, TX 75062.

RFP information and requirements may be obtained for review on the Irving ISD website at: https://www.irvingisd.net/Page/705 or from the Purchasing Office from 7:30 AM to at least 5:00 PM, Monday through Thursday, or by calling (972) 600-5440.

Documents will be posted by 8:00AM on August 21, 2025. The posted document will include all information relevant to the procurement process and services needed. The district reserves the right to reject any or all proposals and to waive any informality. It is the responsibility of the vendors to check the listed internet site for any addenda posted in relation to this opportunity.

Bids & Proposals | Legal Notices | Legal Notices

PO#1233-9914/DO#1183332
CITY OF DALLAS
ADVERTISEMENT
REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BY25-00023616 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BA225-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

That's the Buy and sell with Classifieds 214.745.8123

Application has been made with the Texas Alcoholic Beverage Commission for a Q License/Permit by J3C, LLC; dba Crafted, to be located at 255 Cedar Sage Drive, Garland, TX 75040 in Dallas County in Texas. Officers of said corporation, or owners or partners are: John Erdeljac - President, Celeste Erdeljac - VP of Sales , and, Julie Erdeljac - VP of Purchasing & Merchandizing.

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 192 AUTHORIZING LOT 2SR, BLOCK C, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a WINERY PERMIT by NICOLE HEERE dba HOUSEWIFE REBELLION LLC, to be located at 211 E. WORTH ST, GRAPEVINE, TARRANT COUNTY, Texas. Officers of said corporation OWNER is NICOLE HEERE, SINGLE MEMBER.

Want to Buy | Want to Buy

Legal Notices | Legal Notices

LEGAL NOTICE
CITY OF ROYSE CITY

On the 9th day of September 2025, at 7:00 pm in the Court\Council Chambers located at the City Hall and Courts Building at 100 West Main Street, Royse City, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Royse City, Texas of the following described property: Annexation located in Collin County: Collin County Appraisal District ID 3765617, 1288010, 1288341, 1288001, and adjacent State Highway 66 and County Road 940, in James McBride Survey, Abstract 630 and W.H. Kuykendall Survey, Abstract 513, generally located south of County Road 940, north of State Highway 66 and east of FM 1777 in Collin County.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 13 (IMPACT FEES); ARTICLE 13.100 (WATER, WASTEWATER AND ROADWAYS), SECTIONS 13.102 (DEFINITIONS), 13.106 (IMPACT FEES ADOPTED), 13.108 (ASSESSMENT OF IMPACT FEES) AND 13.109 (COMPUTATION AND COLLECTION OF IMPACT FEES) AND ORDINANCE NOS. 09-20, 10-17, 15-29, 18-07, 2022-48, 2023-22 AND 2024-24; ADOPTING REVISED ROADWAY, WATER AND WASTEWATER IMPACT FEES TO BE ASSESSED AND COLLECTED; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Hope Baskin
City Secretary
City of Melissa, Texas

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25; AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 3 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICT" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.20.3 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.20.5 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 4.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8.03 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission permit type of Off-Premises Retailer License/Permit: Wine Only Package Store _ by Dhanush 7 Petroleum Inc DBA's Burleson Mart address 101 S Burleson Blvd, Burleson, Texas 76028 in Johnson County by Anaika Chand President.

City of Dallas
Notice of Public Meeting
COMMUNITY DEVELOPMENT COMMISSION

The Community Development Commission (CDC) has scheduled a meeting on Thursday, September 4, 2025, at 06:00 PM at Dallas City Hall, 1500 Marilla Street, Council Briefing Room 6ES, and by videoconference. Residents may attend the meeting in-person; access videoconference link: https://bit.ly/3DfFmbZ or dial phone number: 469-210-7159, access code: 248 648 554#, password: kmRVa25JWc9. The meeting will also be broadcast on Spectrum Cable Channel 96 and available on-demand online at: https://dallascityhall.com/government/Pages/Live.aspx.

Individuals and interested parties wishing to speak or submit public comments must register with the Department at https://forms.office.com/g/69i7kKvQpv or contact Budget & Management Services/Grants Administration Division by phone at (945) 239-0735 or by email at otscommunitydevelopment@dallascityhall.com no later than 24 hours in advance of the meeting. The City of Dallas will make "Reasonable Accommodations" to programs and/or other related activities to ensure any and all disabled individuals have access to services and resources to create an equal opportunity to participate in all City related programs, services and activities.
Anyone who requires an auxiliary aid or service to fully participate in the CDC meeting should notify Budget & Management Services/Grants Administration Division at (945) 239-0735 or TTY 1-800-735-2989, forty-eight (48) hours prior to the scheduled meeting.

La Comisión de Desarrollo Comunitario (CDC) ha programado una reunión para el jueves, septiembre 04, 2025, a las 06:00 PM en el Ayuntamiento de Dallas, 1500 Marilla Street, Sala de reuniones del Consejo 6ES, y por videoconferencia. Los residentes pueden asistir a la reunión en persona; acceder al enlace de la videoconferencia: https://bit.ly/3DfFmbZ o marcar el número de teléfono: 469-210-7159, código de acceso: 248 648 554#, contraseña: kmRVa25JWc9. La reunión también se transmitirá por el canal 96 de Spectrum Cable y estará disponible bajo demanda en línea en: https://dallascityhall.com/government/Pages/Live.aspx.

Las personas y partes interesadas que deseen hablar o presentar comentarios públicos deben registrarse en el Departamento en https://forms.office.com/g/69i7kKvQpv o comunicarse con la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión por teléfono al (945) 239-0735 o por correo electrónico a otscommunitydevelopment@dallascityhall.com a más tardar 24 horas antes de la reunión. La Ciudad de Dallas hará "Ajustes Razonables" a los programas y/u otras actividades relacionadas para asegurar que todas las personas con discapacidad tengan acceso a los servicios y recursos para crear una igualdad de oportunidades para participar en todas los programas, servicios y actividades relacionados con la Ciudad.

Cualquier persona que requiera una ayuda o servicio auxiliar para participar plenamente en la reunión del CDC debe notificar a la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión al (945) 239-0735 o TTY 1-800-735-2989, cuarenta y ocho (48) horas antes de la reunión programada.

market

MERCHANDISE

- Estate Sales
- Garage Sales
- Antiques, Art, Collectibles
- Appliances-Home
- Auction Sales
- Books, Magazines
- Building Materials
- China, Silver, Tableware
- Cooling, Heating Equip
- Crafts, Hobbies, Seasonal
- Electronics
- Farm Equipment
- Flooring, Carpet
- Furniture-Home
- Gameroom Equip
- Infant/Children Items
- Jewelry, Watches
- Lawn & Garden
- Machinery & Tools
- Medical, Handicapped
- Equipment Merchandise
- Office Equip/Furn
- Pianos, Musical Instruments
- Pools, Spas, Supplies
- Portable Buildings
- Restaurant, Bar, Business Fixtures
- Sewing Machines
- Sporting Goods
- Tickets-Sports/Entertainment
- Tickets-Travel
- Warehouse Equip
- Wearing Apparel

Estate Sales

3818 Twin Falls St, Irving, 75062. Thurs 8:30-4, Fri 8:30-3 Sat 8:30-2. Full Full House. No Children.

Miscellaneous Merchandise

HUMMEL PLATES, FIGURINES AND BELLS HAWTHORN SANTAS, ODDS AND ENDS ROCKWELL THINGS STOCKBRIDGE VILLAGE AND SANTAS SEVERAL OTHER ONE ITEM GROUPS: ALL FROM THE 1970'S TO 1990'S TEXT 972-679-4648 WITH YOUR EMAIL ADDRESS: AND WE WILL SEND A COMPLETE LIST OF ITEMS WITH PRICES

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Auction Sales | Auction Sales

Beautiful Brick Home in Brush Creek Offered 9/12 @ 2PM
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WigginsAuctioneers.com | Megan @ 580.747.2496

JUMBLE

THAT SCRAMBLED WORD GAME
By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

SUPHL
FICFL
VOROGY
LDUONT

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Print your answer here:

(Answers tomorrow)

Yesterday's Jumbles: VAULT GRAPH ONLINE ELDEST
Answer: When they completed the jigsaw puzzle, they were — ALL TOGETHER

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Tyler Bridges
ClearGov Inc.
2 Mill and Main Place, Suite 630
Maynard, MA 01754

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Department Director, Cooperative Procurement
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Tyler Bridges
ClearGov Inc.
2 Mill and Main Place, Suite 630
Maynard, MA 01754

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 792-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Department Director, Cooperative Procurement
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

v.01.03.2025

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services	**Proposal Due Date/Opening Date and Time** October 2, 2025, at 4:00 PM
Proposal Invitation Number 792-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

ClearGov, Inc.
Name of Proposing Company

September 30, 2025
Date

2 Mill and Main Place, Suite 630
Street Address

Bryan A Burdick
Signature of Authorized Company Official

Maynard, MA 01754
City, State, Zip

Bryan A. Burdick
Printed Name of Authorized Company Official

(855) 553-2715 Ext. 7087
Telephone Number of Authorized Company Official

President
Position or Title of Authorized Company Official

(774) 759-3045
Fax Number of Authorized Company Official

47-5205793
Federal ID Number

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

ClearGov, Inc.	2 Mill and Main Place, Suite 630		
Company Name	Address		
Maynard	MA	01754	
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** BB

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** BB

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BB

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BB

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

ClearGov, Inc.
Company Name

Bryan A Burdick
Signature of Authorized Company Official

Bryan A. Burdick, President
Printed Name and Title

September 30, 2025
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

ClearGov, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 47 5205793
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

EXHIBIT A

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ClearGov Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2 Mill and Main Pl, Ste 630

Requester's name and address (optional)

6 City, state, and ZIP code

Maynard, MA 01754

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	5	2	0	5	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Bruce Lueddke **Date** 5/5/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 4,800,000. (The period of the 12-month period is 01/01/2024 / 12/31/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	Y		SaaS
9. Other	Y		SaaS

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0% **Proposed Discount (%):** 0%

Explanation: ClearGov does not offer discounts through any other procurement cooperatives and has made a strategic decision to utilize a standard rate card for all customers.

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Grand Island, NE	Patrick Brown	308 385 5444	patrickb@grand island.com	0%	1
2.	Hilton Head, SC	John Troyer	843 341 4650	johntr@hiltonheadislandsc.gov	0%	1
3.	Naperville, IL	Sherrian Kelly	630 420 6059	kellys@naperville.il.us	0%	1
4.	Orange County, VA	Glenda Paul	540 672 3313	gbradley@orangecountyva.gov	0%	1
5.	Tri Town School Union, MA	Steven Greenberg	978 887 0771	sgreenberg@tritownschoolunion.com	0%	1

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile

ClearGov® makes it easy to plan, build, and present your budget with confidence. Over 1,400 local governments, counties, schools, and special districts use ClearGov to bring stakeholders together in one central platform to manage the complete budget cycle - planning and tracking, budgeting, reporting, and engaging the community. Modern software built for the specific needs of the public sector, ClearGov is how to build the budget quickly and accurately, tell your financial story in a way that builds trust and support, and spend more time on the strategic initiatives that will help your community thrive. ClearGov is proudly endorsed by the National Association of Counties (NACo) and is an Affinity Partner with the International Association of School Business Officials (ASBO). For more information, visit www.cleargov.com.

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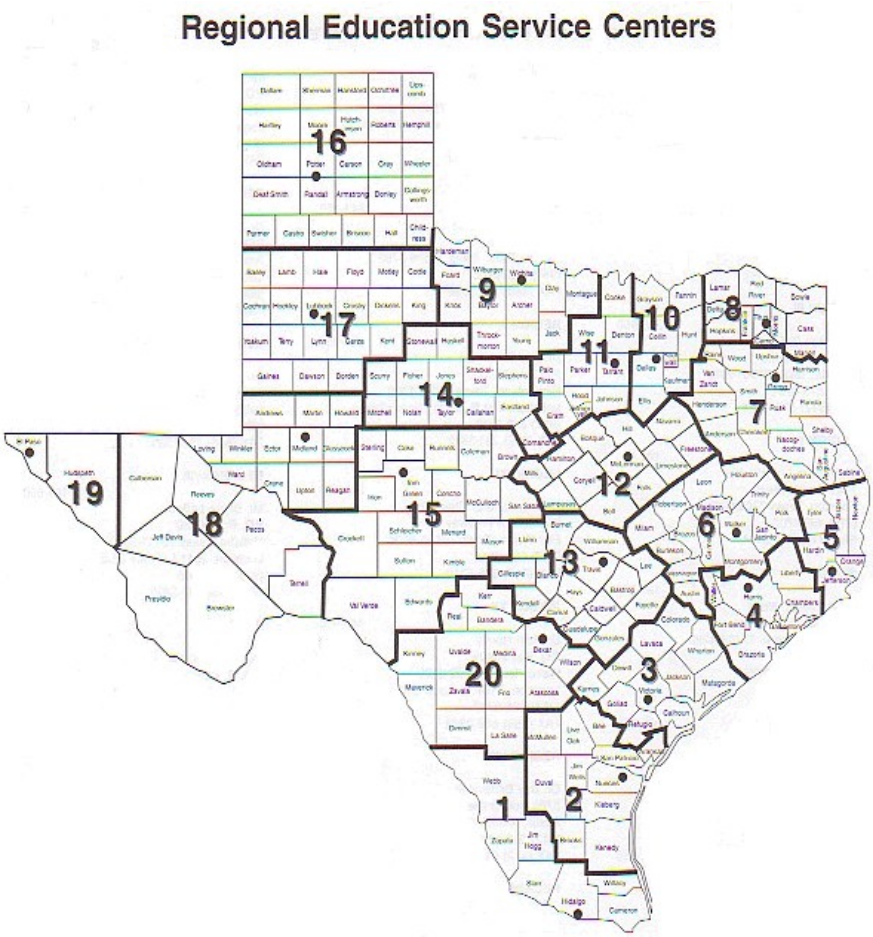
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

ClearGov, Inc.	792-26
Name of Vendor	Proposal Invitation Number
Bryan A Burdick	Bryan A. Burdick
Signature of Authorized Company Official	Printed Name of Authorized Company Official

September 30, 2025
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Not Applicable		

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Not Applicable

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

ClearGov, Inc. was incorporated in 2015 and has been in business for close to 10 years. ClearGov is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

ClearGov currently provides software solutions to over 1,400 local government, school district and special district customers across all 50 states. ClearGov has a dedicated staff of Client Success managers who support our customers.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

The bulk of ClearGov's prospect/client interactions are directly between customers and our sales executives. We have instructed our sales team to present BuyBoard as the first and preferred option if a customer wishes to contract through a procurement cooperative/aggregator. We also encourage customers to become BuyBoard members if they are not already part of the BuyBoard community. Finally, ClearGov will continue to include BuyBoard on the Partners page of our ClearGov website.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

ClearGov is financially solvent and rapidly growing; None of the firm's past or present owners, principal shareholders, or officers have filed for bankruptcy, receivership or insolvency.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

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8. For software-related products, does your company permit escrow of source code and other items needed to provide the customer with continued use of the software in the event of Vendor bankruptcy or other issues which cause the functionality of the software to cease? Explain.

No. ClearGov's product is a turnkey, SaaS solution. We do not do custom software development work.

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. *No paper catalogs or manufacturer/vendor websites will be accepted.*

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products.

Section I: Software as a Service (SaaS) Products and Related Services

1. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
2. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
3. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
4. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
5. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
6. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
7. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
8. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
9. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a

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subscription basis and hosted by software provider.

10. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.
11. Discount (%) off catalog/pricelist for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider.

Section II: Cybersecurity Assessments, and Related Products and Services

12. Discount (%) off catalog/pricelist for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

ClearGov Inc Information

Contact:	Tyler Bridges
Address:	2 Mill and Main Place Suite 630 Maynard, MA 01754
Phone:	(855) 553-2715
Fax:	(774) 759-3045
Toll Free:	(855) 553-2715
Email:	tbridges@cleargov.com
Web Address:	www.cleargov.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tyler Bridges
Signature

tbridges@cleargov.com
Email

Submitted at 10/2/2025 02:34:48 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 792-26, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services

ClearGov - BuyBoard Proposal Invitation No. 792-26.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor. Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

ClearGov - Rate Cards.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile

ClearGov - Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

ClearGov - IRS Form W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

ClearGov - Sole Source Provider Letter.pdf

This letter confirms that ClearGov is the sole source provider for the products detailed herein.

Bid Attributes

1 Name of Proposing Company (Legal Name)

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below.

ClearGov Inc.

2 Vendor Business Name

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used.

ClearGov Inc.

3 Vendor Mailing/Street Address

Vendor Mailing/Street Address

2 Mill and Main Place, Suite 630

4 Vendor Mailing/Street Address - City

Vendor Mailing/Street Address - City

Maynard

5 Vendor Mailing/Street Address - State

Vendor Mailing/Street Address - State (Abbreviate State Name)

MA

6 Vendor Mailing/Street Address - Zip Code

Vendor Mailing/Street Address - Zip Code

01754

7 Federal Identification Number

Federal Identification Number

47-5205793

8 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification** EXHIBIT A

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 Historically Underutilized Business Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business*

13 Women Owned Business

Women Owned Business

☐ *Women Owned Business*

14 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 Certification Number

Certification Number

No response

16 Name of Certifying Agency

Certifying Agency

No response

17 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☐ *Non-HUB*

18 Vendor General Contact Information

Proposal/Contract General Contact Information

19 Vendor Proposal/Contract Contact - First Name

Vendor Proposal/Contract Contact - First Name

Tyler

20 Vendor Proposal/Contract Contact - Last Name

Vendor Proposal/Contract Contact - Last Name

Bridges

21 Vendor Proposal/Contract Contact E-mail Address

Vendor Proposal/Contract Contact E-mail Address

tbridges@cleargov.com

22 **Vendor Proposal/Contract Mailing Address** EXHIBIT A

Vendor Proposal/Contract Mailing Address

2 Mill and Main Place, Suite 630

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Maynard

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

MA

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

01754

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

7087

28 **Company Website**

Company Website (www.XXXXX.com)

www.cleargov.com

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

orders@cleargov.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Brenda

32 Purchase Order Contact - Last Name

Purchase Order Contact - Last Name

Luebbers

33 Purchase Order Contact Phone Number

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

34 Purchase Order Contact Extension Number

Purchase Order Contact Extension Number

7003

35 Alternate Purchase Order E-mail Address

Alternate Purchase Order E-mail Address

bluebbers@cleargov.com

36 Alternate Purchase Order Contact - First Name

Alternate Purchase Order Contact - First Name

Brenda

37 Alternate Purchase Order Contact - Last Name

Alternate Purchase Order Contact - Last Name

Luebbers

38 Alternate Purchase Order Contact Phone Number

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

508-365-2050

39 Alternate Purchase Order Contact Extension Number

Alternate Purchase Order Contact Extension Number

No response

40 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

41 Request for Quotes (RFQ)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

tbridges@cleargov.com

43 Request for Quote (RFQ) Contact - First Name

Request for Quote (RFQ) Contact - First Name

Tyler

44 Request for Quote (RFQ) Contact - Last Name

Request for Quote (RFQ) Contact - Last Name

Bridges

45 Request for Quote (RFQ) Contact Phone Number

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

46 Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

7087

47 Alternate Request for Quote (RFQ) E-mail Address

Alternate Request for Quote (RFQ) E-mail Address

No response

48 Alternate Request for Quote (RFQ) Contact - First Name

Alternate Request for Quote (RFQ) Contact - First Name

No response

49 Alternate Request for Quote (RFQ) Contact - Last Name

Alternate Request for Quote (RFQ) Contact - Last Name

No response

50 Alternate Request for Quote (RFQ) Contact Phone Number

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

51 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 Invoices

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 Invoices

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

54 Invoice Company Name

Invoice Company Name

ClearGov Inc.

55 Invoice Company Department Name

Invoice Company Department Name

Finance

56 Invoice Contact - First Name

Invoice Contact - First Name

Brenda

57 Invoice Contact - Last Name

Invoice Contact - Last Name

Luebbers

58 Invoice Mailing Address

Invoice Mailing Address (P.O. Box or Street Address)

2 Mill and Main Place, Suite 630

59 Invoice Mailing Address - City

Invoice Mailing Address - City

Maynard

60 Invoice Mailing Address - State

Invoice Mailing Address - State (Abbreviate State Name)

MA

61 Invoice Mailing Address - Zip Code

Invoice Mailing Address (Zip Code)

01754

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

855-553-2715

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

7003

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

774-759-3045

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

bluebbers@cleargov.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

finance@cleargov.com

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code** EXHIBIT A

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

ClearGov offers a 30-Day money-back guarantee.

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

ClearGov Inc.

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107	**Region 19** Region 19 - El Paso ☐ *Region 19*
108	**Region 20** Region 20 - San Antonio ☐ *Region 20*
109	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
110	**Company Name** Company Name ClearGov Inc.
111	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will serve all states in the United States
112	**Alabama** Alabama ☐ *Alabama*
113	**Alaska** Alaska ☐ *Alaska*
114	**Arizona** Arizona ☐ *Arizona*
115	**Arkansas** Arkansas ☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Software as a Service (SaaS) Products and Related Services** Exhibit A

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Asset Management/Tracking Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Business/Financial Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

3 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Communications Management Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

Total: 0%

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ClearGov - Rate Cards

4 **Section I: Software as a Service (SaaS) Products and Related Services** EXHIBIT A

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Curriculum/Instruction** (K-12, special education, and higher education) **Applications and Related Services** - all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Document/Record Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Facility/Maintenance Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Grant Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Information Technology Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Software as a Service (SaaS) Products and Related Services**

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Legal Cases and Courtroom Docket Management Applications and Related Services -** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Payroll/Performance Appraisal/Workforce Recruitment Management Applications and Related Services-** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Software as a Service (SaaS) Products and Related Services

Discount (%) off catalog/price list for **Software as a Service (SaaS) Products for Student Services (Appraisal, Discipline, Orientation) Management Applications and Related Services-** all types of software as a service products, web-based enterprise applications, or cloud-based operations management software with a delivery model that is provided on a subscription basis and hosted by software provider. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: This Proposal Invitation is limited to products within the specified categories. For purposes of clarification, the specified SaaS categories do **not** include board or meeting agenda preparation products, policy and manual management products, or School Health and Related Services (SHARS) Medicaid reimbursement products

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section II: Cybersecurity Assessments, and Related Products and Services

Discount (%) off catalog/price list for **Cybersecurity Assessments, Products and Related Services** - all types of cybersecurity assessments and products used with networks and technology infrastructures including pre-breach mitigation monitoring services and breach mitigation services related to data/information security incidents. . Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Response Total: $0.00

October 1, 2025

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759

To Whom It May Concern,

ClearGov provides unique budget planning, building and reporting solutions for local government agencies: towns, cities, counties, school districts, special districts, etc. More than 1,400 customers have purchased the ClearGov platform via sole source. For starters, this letter confirms that ClearGov, Inc. is the sole source provider for the following modules:

- ClearGov Operational Budgeting
- ClearGov Personnel Budgeting
- ClearGov Capital Budgeting
- ClearGov Digital Budget Book
- ClearGov Transparency
- ClearGov Strategic Planning
- ClearGov Digital Financial Reporting
- ClearGov Capital Project Tracking
- ClearGov ClearForms

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

In addition, while it may be possible to build and present your budget using other technologies, no company offers the unique combination of features and functionality delivered by ClearGov. In addition, all ClearGov modules are designed and built to work seamlessly together. What follows is a partial list of the key features and functionality offered in each ClearGov Budget Cycle Management module.

Operational Budgeting

- Ability to create multi-year operational budget forecasts & adjust variables by individual categories.
- Ability to collaboratively build a budget via a single, shared online workspace

- Ability to create an unlimited number of budget versions
- Ability to view historical trend analysis at fund, department, object or line item level
- Collaborative workflows to assign and track budget requests by department
- Includes drill-down functionality to review and/or request budget information at the line item or even sub-line item detail
- Ability to automatically generate a baseline budget based on multiple options, i.e. zero-based budgeting, forecasted budget, fixed percentage increase, etc.
- Ability for department heads to assign sub-requesters to portions of their budget
- Ability to review and approve/reject budget requests by individual request or by batch
- Ability to lock-down budget line items, e.g. headcount costs
- Ability to share budgets online for review by committee members
- Ability to add change justifications notes, comments and supporting materials to any line (or sub-line) item within the budget
- Integrated graphs that provide visual feedback throughout the budgeting process including historical trends and budget surplus/deficit
- Ability to track and report a thorough audit trail of all changes, comments and budget versions
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems
- Ability to build, analyze, and approve/deny Funding Packages that include Personnel requests, e.g. new budget programs

Personnel Budgeting

- Ability to create and customize multi-year personnel budget plans and scenarios
- Ability to define units, wage schedules, benefits and additional pay elements, etc. by position, role and department, including position control functionality
- Collaborative workflows for the collection or personnel requests and changes
- Includes a filterable dashboard summary of all personnel requests by type, department, etc.
- Ability to see projected total compensation breakdown at an employee level
- Ability to present proposed personnel budget scenario(s) for review in a shared, online dashboard and respond to on-the-fly what-if requests
- Ability to support personnel vacancy, retirement and furlough planning scenarios
- Ability to support collective bargaining, what-if planning scenarios
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Capital Budgeting:

- Ability to create and customize multi-year capital budget plans and scenarios
- Collaborative workflows for collecting capital requests
- Ability to automatically create detailed, shareable capital project summary pages
- Ability to add notes, comments, images, supplement documents, etc. to capital project summaries
- Ability to customize multiple types of capital request forms
- A filterable dashboard summary of all capital projects by type, department, funding source, etc
- Ability to score and rank capital requests by priority and strategic objectives

- Includes capital budget scenario planning functionality to enable allocation of capital projects across multiple funding sources
- Capital improvement website module with timelines, public commentary and ability for visitors to sign up for project change email notifications
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Digital Budget Book:

- Ability to automatically create a customizable budget book template
- Ability to create and present a budget book via an interactive, accessible Website with built-in navigation
- Includes built-in GFOA and ASBO award criteria guidelines
- Includes templated pages for fund pages, department pages, revenue pages, etc.
- Includes a pre-populated, customizable glossary of terms
- Includes automated narrative generation, powered by ClearGov AI
- Automatically populates pages with financial data, charts, tables, etc.
- Collaborative workflows for multi-user editing and creation of budget book pages
- Ability to embed dynamic data into narrative text throughout budget book
- Ability to embed customizable Financial Statements throughout budget book
- Ability to automatically update financial data throughout budget book
- Ability to upload and embed images, spreadsheets and other objects into budget book pages
- Ability to add links to attachments within budget book pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to generate and embed organizational charts
- Ability to automatically embed submitted and approved capital improvement projects
- Ability to duplicate the budget book & update financial data as the basis for next FY budget book
- Ability to automatically format and print to .PDF any portion of the budget book and/or the complete budget book with dynamic Table of Contents and page numbering

Transparency:

- Ability to provide fiscal transparency via automated infographic profiles
- Ability to view financial data via multiple ERP dimensions, i.e. department, object, rev. source, etc.
- Includes drill-down functionality to view financial information in granular detail
- Includes census demographic profile data
- Ability to add commentary/context to all panels, charts and graphs within the transparency profile
- Ability to add custom panels to transparency profile
- Ability to display budget vs. actuals and provide regular updates
- Ability to display historical and forecasted financial figures
- Ability to create custom graphs and embed them in the transparency profile and/or directly in the municipal website.
- Ability to include department dashboards to communicate key performance metrics, including financial and non-financial graphs and metrics
- Ability to deliver a searchable, filterable open checkbook to provide check-level detail transparency

Strategic Planning:

- Ability to create, manage and execute any type of strategic plan, including focus areas, goals and action items
- Automated workflow to enable updates to action items and goals
- Automated dashboard to present plan progress with built-in filters and drill-down
- Ability to allocate budget to specific focus areas and goals
- Collaborative workflows for multi-user editing and creation of plan components and plan presentation pages
- Ability to automatically create a customizable plan template
- Ability to create and present any plan via an interactive, accessible Website with built-in navigation
- Includes templated pages for SWOT analysis, focus areas, strategic objectives, etc.
- Ability to upload and embed images, spreadsheets and other objects into plan pages
- Ability to add links to attachments within plan pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Plan pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments
- Ability to automatically format and print to .PDF any portion of the plan and/or the complete plan document with dynamic Table of Contents and page numbering
- Seamless integration with budget data

Digital Financial Reporting

- Ability to automatically create a customizable Annual Comprehensive Financial Report (ACFR) and Annual Financial Report (AFR) template
- Ability to automatically publish an online, ADA accessible and mobile-optimized version of the AFR or ACFR and integrate directly into any Website
- Collaborative workflows for multi-user editing and creation of financial reporting pages
- Ability to embed and update dynamic data into narrative text throughout the report
- Ability to upload and embed images, spreadsheets and other objects into report pages
- Ability to add links to attachments within report pages
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to automatically format and print to .PDF any portion of the report and/or the complete report with dynamic Table of Contents and page numbering
- Seamless integration with a dynamic statement builder application
- Ability to create financial statements from best-practice templates
- Ability to map trial balance information into financial statements
- Ability to automatically update financial data in financial statements
- Includes built-in GFOA award criteria guidelines

Capital Project Tracking

- Ability to create, manage and execute any capital project
- Ability to define phases and action items for each project
- Ability to track progress and status across all projects, phases and action items

- Automated workflow to enable updates to projects, phases and action items
- Automated dashboard to present progress across all projects
- Seamless integration with Capital Budgeting data
- Expedited sync workflow to quickly transition projects from budget requests to actionable projects
- Ability to allocate budget and spend to specific projects and phases, and to allocate funding for projects and categorize by specific funding sources
- Collaborative workflows for multi-user editing and creation of project components
- Ability to templatize project types to reduce time for project setup
- Ability to deliver a list of projects via an interactive, accessible website with built-in navigation
- Ability to upload and embed images, attachments and other objects into projects details
- Ability to set the specific location or area on a map for project location
- Ability to export a list of projects with high level detail, progress and financial information
- Ability for public website visitors to subscribe to email notifications for project updates
- Project pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments

ClearForms

- Fully self-service, no-code setup functionality
- Ability to customize and brand public form and landing pages
- Ability to customize URLs for portal and landing pages
- Ability to clone existing workflows and forms
- Includes flexible digital forms builder
- Includes flexible digital survey step builder
- Includes version control for workflows
- Ability to review queue and approve processes (mobile-responsive)
- Ability to require that subprocess(e)s must be completed before main workflow is finalized
- Ability to create custom, print-at-home output documents (PDFs) for issued licenses and permits
- Supports conditional logic for branching workflows - including sections, reviews, assignments, subprocesses, and payments
- Includes no-code formula editor for application/license fees and calculations
- Includes discussion pane for direct government/applicant communication
- Includes status updates and automated/custom email notifications
- Includes activity log for step notifications
- Ability to create, import, and store workflow data entities, e.g. parcel data for building permits
- Built-in directory for searching applicants and entities
- Supports team functionality with role-based permissions for segregation and transfer of duties between staff in real time
- Integrated payments via credit/debit card or ACH
- Integrated handling for charge disputes and refunds
- Supports automated payouts on customer's self-determined schedule (daily, weekly, monthly)
- Supports online signatures from applicants and reviewers
- Supports comprehensive, exportable transaction history
- Includes data visualization for performance management, i.e. workflow activity, completion time, license revenue, et. al.
- Includes smart dashboards for both administrators and applicants

We look forward to having the opportunity to continue working with you. Please let me know if you have any questions or require additional information.

Sincerely yours,

Bryan A. Burdick
President, ClearGov, Inc.

ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information***" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: http://www.ClearGov.com/terms-and-conditions. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.

8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	**May 20, 2026**
Order Valid If Signed By	**Jun 25, 2026**

Customer Information

Customer	Seminole County, FL	**Contact**	George Woodring	**Billing Contact**	
Address	1101 S. 1st st.	**Title**	Grants Administrator	**Title**	
City, St, Zip	Sanford, FL 32771	**Email**	gwoodring@seminolecountyfl.gov	**Email**	
Phone	407-665-000			**PO # (If any)**	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #792-26

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$800,000,000**
Setup Services	**Tier / Rate**	**Service Fees**
Grants Management ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 6B	$ 15,000.00
Total ClearGov Setup Service Fee - Billed ONE TIME		**$ 15,000.00**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Grants Management - Civic Edition	Tier 6B	$ 45,000.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 45,000.00**
Special Terms	**Applies to**	**Amount**
See attached Early Adopter Program Addendum + Statement of Work	-- N/A --	$ -

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Oct 1, 2026	Oct 1, 2026	ClearGov Setup Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Oct 1, 2026	$15,000.00	One-time Set-up Fee
Oct 1, 2026	$45,000.00	Annual Subscription Fee: General Availability*
Oct 1, 2027	$46,350.00	Annual Subscription Fee: General Availability*
Oct 1, 2028	$47,740.50	Annual Subscription Fee: General Availability*
Oct 1, 2029	$49,172.72	Annual Subscription Fee: General Availability*
Oct 1, 2030	$50,647.90	Annual Subscription Fee: General Availability*

***General Availability and Billing.** The parties acknowledge that October 1, 2026 is the target General Availability ("GA") date for the Product. If GA occurs prior to October 1, 2026, Company will invoice Customer upon GA release, and fees will be prorated for the remainder of the then-current Subscription Term. If GA occurs after October 1, 2026, billing will be deferred until the actual GA release date, and fees will be prorated accordingly. Company shall determine GA release in its reasonable discretion.

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	**Jun 25, 2026**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	George Woodring
Title	Grants Administrator

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

Early Adopter Program Addendum

1. Program Participation

Customer agrees to participate as an early adopter of Company's new **Grants Management Product** ("**Product**").

2. Fees and Terms

- **Early Adopter Period:** Customer will receive access to the Product at **no additional cost**.
- **General Availability:** Upon general availability, Customer will be charged according to the attached Service Orde Form.
    - Except as expressly stated above, all other pricing, billing, and payment terms of the Agreement remain unchanged.

3. Customer Commitments

As part of the Early Adopter Program ("**Program**"), Customer agrees to:

1. Participate in **biweekly feedback sessions** for the first **three (3) months** of the Program;
2. Provide **structured feedback** on usability, data quality, and feature performance;
3. Provide a **testimonial** upon successful implementation;
4. Participate in **case studies and webinars** coordinated by Company;
5. Serve as a **customer reference** and grant Company permission to use Customer's **name and logo** in marketing and promotional materials.

4. Product Availability

Customer acknowledges that the Product is in early-release state and may be subject to updates, modifications or refinements during the Program period. Company will use commercially reasonable efforts to maintain service quality and communicate material changes.

5. No Other Changes

Except as expressly modified in this Addendum, all terms and conditions of the Agreement remain in full force and effect.

STATEMENT OF WORK

Grant Management Module

Early Access Program (EAP)

Subject to Change · Pre-General Availability

Customer	Vendor
Seminole County, Florida	**ClearGov, Inc.**
Board of County Commissioners	cleargov.com

Document Type	Effective Date	SOW Version
EAP Statement of Work	July 1 2026 (Pending Execution)	v1.0 — Preliminary

> ⚠ **EARLY ACCESS PROGRAM — IMPORTANT NOTICE**
>
> This Statement of Work governs Customer's participation in ClearGov's Early Access Program (EAP) for the Grant Management Module. The EAP is a pre-general-availability program. Features, timelines, and specifications described herein reflect current product direction and are subject to change as the product matures. This SOW does not constitute a commitment to a generally available (GA) product.
>
> Upon General Availability of the ClearGov Grant Management Module, the parties may execute a separate GA Statement of Work superseding this document, which Seminole County may execute at its election.

1. Background & Purpose

The purpose of this Statement of Work is to define the scope of Seminole County's participation in the ClearGov Grant Management EAP, the mutual obligations of both parties, the anticipated program timeline, and the terms governing this pre-production engagement. This SOW is designed to satisfy Seminole County's IT governance and board approval requirements while accurately representing the nature of the EAP program.

> Seminole County's participation as an EAP client directly shapes the ClearGov Grant Management Module. As a design partner, Seminole County will have direct access to the ClearGov product team, priority influence over feature prioritization, and EAP-specific pricing in recognition of this early partnership.

2. Scope of Work

ClearGov will provide Seminole County access to the Grant Management Module EAP environment, including the feature areas listed below. All features are in active development. Specific capabilities, user interface, and workflows are subject to change based on product development progress and EAP feedback.

> ⚠ **EARLY ACCESS PROGRAM — IMPORTANT NOTICE**
>
> The features listed below represent the intended scope of the EAP program at time of execution. As an EAP participant, Seminole County acknowledges that individual features may be released incrementally, may change in implementation, or may be re-scoped based on product development findings. ClearGov will communicate material changes to scope in writing with reasonable advance notice.

Module / Feature Area	Description
Grant Register	Centralized register of all active grants across Seminole County departments.
Task Management & Deadline Tracking	Automated task assignment, deadline reminders, and calendar views. Configurable notification workflows to ensure no reporting or compliance deadline is missed.
Document Repository	Centralized document storage per grant, with automatic aggregation of attachments across tasks and a complete file history.
Role-Based Access Control	Granular permission management — admin, contributor, and view-only roles configurable at the individual grant level across the grants team and department staff.
Audit Trail	Complete, immutable log of all actions taken within each grant record: who applied, who approved, who submitted, what changed and when. .
Basic Financial Tracking	Provides grant-level financial visibility.
Reporting Dashboard	Cross-department grant status dashboard providing consolidated visibility into all active grants, pending deadlines, and financial tracking across the portfolio.
ERP integration	ERP integration with Tyler ERP Pro, JD Edwards via SFTP-based ETL file extracts.

2.1 Out of Scope for EAP

The following items are explicitly out of scope for the EAP period and will be evaluated for inclusion in the GA product roadmap:

- SEFA / Single Audit automated export (manual reporting support available during EAP)
- Custom API development or bespoke integrations
- Multi-agency or inter-governmental data sharing

ClearGov and Seminole County agree to revisit integration scope upon General Availability, at which time a GA Statement of Work will define production integration commitments.

3. Early Access Program Terms

Seminole County's engagement is structured as an Early Access Program (EAP) participation, not a general availability product purchase. The following terms govern this distinction.

3.1 Nature of the EAP Engagement

- Seminole County is participating as a design partner in a pre-production product program.
- The Grant Management Module is not yet generally available. Features, workflows, and data structures are actively being developed.
- Seminole County will have access to a dedicated EAP environment. Production data may be used with appropriate data handling agreements in place.
- EAP access is provided at a reduced Early Access price in recognition of the design partnership, feedback commitment, and inherent flexibility required of EAP participants.

3.3 ClearGov Obligations During EAP

- Provide a dedicated ClearGov product contact for Seminole County for the duration of the EAP.
- Communicate planned feature releases, significant scope changes, and known issues in writing with reasonable advance notice.
- Prioritize Seminole County feedback in the product development backlog, with written acknowledgment of all submitted feedback items.
- Protect all county data in accordance with ClearGov's data security and privacy standards.
- Not make any Seminole County data or feedback publicly identifiable without prior written consent.

4. Estimated Program Timeline

The following timeline represents the anticipated EAP program schedule. Dates are targets and may shift based on product development progress. ClearGov will provide written notice of any material timeline changes with a minimum of 15 business days advance notice where operationally feasible.

Phase	Timeline	Activities
Phase 1	**July– August 2026**	EAP Onboarding. Account setup, team orientation, initial data configuration. Kickoff meeting with ClearGov product team. Identification of priority workflows for Seminole County.
Phase 2	**August– October 2026**	Core Feature Access. Task management, document repository, deadline tracking, and role-based access,audit trail. Active use and structured feedback cycles.
Phase 3	**October– November 2026**	Advanced Features & Reporting.Financial tracking and reporting dashboard. Feedback incorporated into GA roadmap.
Phase 4	**November 2026+**	GA Evaluation.

⚠ **EARLY ACCESS PROGRAM — IMPORTANT NOTICE**

Timeline Note: Seminole County's board approval and budget cycle deadline of October 2026 has been noted by ClearGov. ClearGov will make reasonable efforts to ensure Phase 3 features are accessible to Seminole County no later than September 2026 to support internal evaluation ahead of the October budget gate. This commitment is subject to EAP program development progress.

5. Roles & Responsibilities

ClearGov Responsibilities	Seminole County Responsibilities
Provision and maintain EAP environment	Designate primary EAP point of contact
Provide dedicated product contact	Participate in monthly feedback sessions
Deliver onboarding and configuration support	Complete onboarding tasks within agreed timelines
Communicate feature releases and changes in writing	Provide structured feedback within 10 business days of feature releases
Acknowledge and triage all submitted feedback	Notify ClearGov of bugs or unexpected behavior promptly
Protect Seminole County data per ClearGov security standards	Ensure authorized personnel only access the EAP environment
Present product upon General Availability	Evaluate and respond to GA

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

PROPOSAL INVITATION 792-26 CYBER SECURITY ASSESSMENTS

GRANT MANAGEMENT MODULE (EAP)

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

B. Errors & Omissions:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

C. Cyber Liability & Technology E&O:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	General Occurrence

Exhibit E

Agreement Name: _Cooperative Purchase Contract for Grant Management Software and Related Services Bid By Another Government Entity_____

Agreement Number: _792-26_____

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 as set forth herein 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 constitute a breach of Agreement Number _____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 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 Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 5/18/2021

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:

Exhibit G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # 792-26

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

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

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

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

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

_____ _____

Signature Date

_____

Print 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: 2026-0499

Title:

Award RFP-7083-26/HSM Master Services Agreement for Security Access Control Repair and Maintenance to Miller Electric Company of Jacksonville, Fl., and authorize the Purchasing and Contracts Division to execute the Master Services Agreement. Countywide (**Stephen Koontz, Assistant County Manager**)

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Herronda Mortimer/407-665-7113

Background:

RFP-7083-36/HSM Master Services Agreement for Security Access Control Repair and Maintenance will provide various maintenance, repair, refurbishment, construction and equipment renewal of physical and electronic security projects associated with County buildings, facilities and locations. The Contractor will furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and/or replacement security system project(s). The Contractor will supply technical and programming services for the purpose of maintaining and optimizing various security databases and systems within Seminole County.

The Project was publicly advertised and the County received two (2) responses listed alphabetically below:

- Convergint Technologies
- Miller Electric Company

The Evaluation Committee, consisting of Dallas Smith, Utilities Plant Operations Manager, Jerod Rader, SCADA Technology Coordinator; Edward Rickey, Facilities

Program Manager, and Richard Ruiz, Telecommunications Technology Coordinator evaluated the responses giving consideration to price, qualification and references.

The Evaluation Committee recommends that the Board approve the award and authorize the Purchasing and Contracts Division to execute one Master Services Agreement to the top ranked firm:

1. Miller Electric Company
2. Convergint Technologies

Authorization for the performance of services by the Consultants under this Master Service Agreement will be in the form of written Work Orders issued and executed by the County and signed by the Consultant. The work and dollar value for each Work Order will be negotiated on an as needed basis and funded withing the approved budgeted amounts. This Agreement will take place on the date of its execution by the County and will continue for a period of three (3) years, and at the sole option of the County may be renewed for two (2) successive periods not to exceed one (1) year each.

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking and award Agreements including the scope of services.

Facilities and Telecommunications will also issue work orders under this agreement in accordance with program budget approved by the Board of County Commissioners. The Estimated Annual Usage of the Agreement is $500,000.00.

Requested Action:

Staff requests the Board award RFP-7083-26/HSM- Master Services Agreement for Security Access Control Repair and Maintenance to Miller Electric Company of Jacksonville, FL and authorize the Purchasing and Contracts Division to execute the Master Services Agreement.

MASTER SERVICES AGREEMENT FOR
SECURITY ACCESS CONTROL REPAIR AND MAINTENANCE
(RFP-7083-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **MILLER ELECTRIC COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 6805 Southpoint Parkway Jacksonville, FL 32216, 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 Term Contract for Programming, Repair and Maintenance, Support Services, Construction And Installation of Physical and Electronic Security, Access Control and Video Surveillance Systems 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-year base period. At the sole option of COUNTY, this Agreement may be renewed for two successive periods not to exceed one year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The

Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Utilities
500 West Lake Mary
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 Automobile Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

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

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

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

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

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities
500 West Lake Mary Blvd
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Miller Electric Company
680 Southpoint Parkway
Jacksonville, FL 32216

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

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

immediately terminate its agreement with the subcontractor.

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

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

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

ATTEST:

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

MILLER ELECTRIC COMPANY

By:_____
Ed Witt, Jr- President, Chief Operations Officer

_____
Print Name

_____
Title

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
ROBERT BRADLEY,
Purchasing Division Manager

Date:_____

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

05/16/2025
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Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit

Scope of Services

TERM CONTRACT FOR PROGRAMMING, REPAIR AND MAINTENANCE, SUPPORT SEREVICES, CONSTRUCTION AND INSTALLATION OF PHYSICAL AND ELECTRONIC SECURITY, ACCESS CONTROL AND VIDEO SURVEILLANCE SYSTEMS

1) GENERAL INFORMATION:

a) The Contractor will be responsible for various maintenance, repair, refurbishment, construction and equipment renewal of physical and electronic security projects associated with County buildings, facilities and locations. The Contractor will furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and/or replacement security system project(s). The Contractor will supply technical and programming services for the purpose of maintaining and optimizing various security databases and systems within Seminole County.

2) DEFINITIONS:

a) Definitions to be used in this contract

i) Contract Documents – The documents that will form the Contract between the parties, including the “Request for Proposal” (which includes the Scope of Services), any attachments or addendum thereto, the CONTRACTOR’S “Proposal”, and the executed agreement, provided, however that the terms of this Scope of Services shall prevail if in conflict with any other document.

ii) COUNTY Representative – The designated Seminole County employee to represent the COUNTY. The Division Manager of the COUNTY department utilizing this Contract, or his/her designee, shall be the COUNTY representative for the purpose of the contract. Wherever in the Contract documents approval, disapproval, consent, consultation, direction, or other action of the COUNTY is anticipated; such actions shall relate to the COUNTY representative unless the context or a provision of law otherwise specifies the action to be taken by the Board of County Commissioners or a person who is not the COUNTY’s representative.

iii) Good and workmanlike manner - That quality of work performed by one who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of judging such work. It is understood and agreed that the utilizing department’s Manager and his/her designees are capable of judging what is and what is not “good and workmanlike”.

3) HOURS OF PERFORMANCE:

a) Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Seminole County holidays.

b) Non-Standard Hours: Non-Standard working hours are Monday through Friday, 5:01 PM to 6:59 AM, weekends, and Seminole County holidays. After-hours work shall be approved in advance, prior to work being performed.

c) Emergency Response: Emergency response hours may encompass nights, holidays, weekends, twenty-four (24) hours per day, seven (7) days per week and require a four (4) hour maximum response time .
d) The CONTRACTOR must provide a 24-hour point of contact for non-standard working hours and emergency services.

4) PROVISION OF QUALIFIED PERSONNEL:

a) Technicians assigned to work on COUNTY facilities shall be trained and have adequate experience to complete the work in a “good and workmanlike manner” and in compliance with industry standards. This includes any required licenses and/or training as required by County, State and Federal laws as well as codes including but not limited to NFPA, FAC and OSHA.
b) Communication with the COUNTY division staff and other COUNTY employees is required to perform this scope of services. Communication with the division staff is necessary to exchange information and instructions regarding the work assigned. Communication with other COUNTY employees is necessary to keep them informed regarding work schedules and status. Therefore, technicians assigned to work on COUNTY facilities shall be able to communicate properly, both verbal and non-verbal with COUNTY personnel.
c) The CONTRACTOR shall designate their representative and single point of contact. This person shall be the person through whom the COUNTY shall conduct all normal business activities and direct normal correspondence.
d) The CONTRACTOR shall ensure that all employees are clean, neat, and appropriately attired during the performance of the services. The CONTRACTOR shall ensure that all employees are properly dressed in a uniform shirt displaying the company name/logo. The photo ID badge shall be always displayed on the front of their uniform shirt when on COUNTY property.
e) All onsite personnel employed by the CONTRACTOR shall conduct themselves in a professional, business-like manner. Such personnel shall not, by word of mouth or deed, express themselves in such a manner as would be construed as conduct being obscene, harassing or offensive by a reasonable, sensitive person. Any such conduct shall be cause for removal from the facility. The COUNTY shall have the sole right to determine what constitutes a violation of this section.
f) All CONTRACTOR personnel shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving worksite.
g) CONTRACTOR shall ensure that technicians are trained and authorized to work on the systems in place in COUNTY facilities and all systems supplied and installed by the CONTRACTOR.
h) Training records of any training performed for all existing and newly hired employees must be made available and provided to the COUNTY's Representative within twenty-four (24) hours of request.

5) PROCEDURES FOR PERFORMING SERVICES:

a) All work shall be performed in compliance with industry best practices, technical standards and authorities having jurisdiction, in addition to a “good and

workmanlike manner". Work that is deemed to fall short of these requirements shall be corrected by the CONTRACTOR at no additional cost to the COUNTY.

b) The CONTRACTOR shall conform to all Federal, State, City, and Seminole County standards and regulations during the performance of the contract applicable at the time services are performed.
c) All Testing, Inspection, Maintenance and Repairs shall conform to the most recently adopted version of applicable building and safety codes, and all documentation shall conform to the most recently adopted version of applicable building and safety codes.
d) Any fines levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the CONTRACTOR.
e) Any person found not in compliance with any laws, statutes, rules, or regulations will not be allowed on the work site. Continued violations by a CONTRACTOR shall constitute cause for immediate termination of the Contract.
f) The CONTRACTOR shall make every effort to minimize inconvenience to COUNTY employees and the public at service locations. Work shall be scheduled to provide the least inconvenience to building occupants and visitors. The CONTRACTOR shall coordinate all scheduling activities for services under this contract with the COUNTY representative. The COUNTY representative shall have the final authority on the schedules to be implemented.
g) CONTRACTOR is responsible for prompt cleanup and proper disposal of excess material, scrap material, trash and debris from the jobsite.
h) CONTRACTOR shall keep a safe and orderly workplace at all times.
i) CONTRACTOR shall be responsible for the repair of damage to buildings or other COUNTY property that results from CONTRACTOR activities. This includes, but is not limited to plumbing systems, electrical systems, air conditioning systems, landscapes, pavement, irrigations systems, etc.
j) The CONTRACTOR shall be responsible for obtaining and paying for all permits required to perform work and services on COUNTY facilities. See below in **The Work.**
k) CONTRACTOR shall be responsible for any disposal fees that may be incurred for the removal of materials from COUNTY property in the performance of this contract.
l) CONTRACTOR, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. CONTRACTOR shall at all times guard against damage to COUNTY property and injury to COUNTY employees, the public and other vendors and CONTRACTORs and shall be held responsible for replacing or repairing any such loss or damage. The CONTRACTOR shall comply with all State, OSHA and other applicable safety regulations.
m) All work orders issued to the CONTRACTOR as an EMERGENCY will require the CONTRACTOR to have a technician on site within four (4) hours of notification .
n) If the necessary repairs to the system cannot be performed at the time of the initial visit, the system shall be stabilized to avoid repeat or worsening conditions before the technician leaves the site and until such time as the repairs can be completed.

o) The CONTRACTOR shall provide the COUNTY with a status report on the condition of relevant systems prior to departing from the site.
p) All the services required hereunder shall be performed by the CONTRACTOR's direct employees or authorized subcontractors under the CONTRACTOR's supervision. All personnel engaged in performing the services shall be fully qualified, experienced and, if required, certified, authorized, licensed or permitted under state and local law to perform such services. Please refer to **Subcontractors** below.
q) The CONTRACTOR, upon request by the COUNTY, shall remove all CONTRACTOR's personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment is deemed to be contrary to the interest of the COUNTY as determined by the COUNTY, or if it is determined that services are not being performed in accordance with the terms and conditions of this contract.
    i) The COUNTY's request to remove any employee from this contract shall, in no instance, be considered a request for the CONTRACTOR to terminate the designated individual from CONTRACTOR's employment. The sole intent of such a request is removal from this contract.
    ii) The COUNTY Representative, may request the CONTRACTOR remove any Supervisor if it is determined that services are not performed in accordance with the terms and conditions of this contract
r) The COUNTY may schedule meetings periodically to review contract terms, performance, and other contractually related matters. The CONTRACTOR shall be required to attend all meetings as requested by the COUNTY; no additional compensation shall be provided to the CONTRACTOR for attending these meetings.
s) Services not performed in accordance with the content of this contract shall be considered unsatisfactory and unacceptable. In the event of nonperformance or unsatisfactory performance by the CONTRACTOR or their employees (including subcontractors), the COUNTY Representative shall have the right to exercise one or more of the following options:
    i) Notify the CONTRACTOR of non-performance/unsatisfactory performance in writing and allow CONTRACTOR to correct such item of non-performance/unsatisfactory performance within a twenty-four (24) hour timeframe. Although the timeframe for making corrections may occur outside of the CONTRACTOR's normal working hours, the CONTRACTOR shall not receive any further compensation.
    ii) The Program Manager may request the CONTRACTOR remove any Supervisor or employee, if it is a personnel-related issue.
t) The COUNTY reserves the right to correct any item of nonperformance/ unsatisfactory performance by any means it deems necessary to ensure the effective operation of the COUNTY's facilities. Costs incurred by the COUNTY for the correction using COUNTY employees shall be deducted from payments made to the CONTRACTOR. If another CONTRACTOR is used to correct the item, that cost will be deducted at the rate charged by the requested CONTRACTOR.

u) The COUNTY Representative shall notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or recurring. The Procurement Division may, after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination of the contract for default.

6) SAFETY REQUIREMENTS

a) Prior to performing any Work in a COUNTY building, the CONTRACTOR shall place signs in conspicuous places notifying the occupants that Work is being conducted and providing a phone number that can be used in an emergency while the systems are impaired for inspection, maintenance, testing or repairs.
b) Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative using a lockout device whenever the equipment is capable of being locked out.
c) All work shall require an impairment plan to be submitted to the COUNTY to ensure the locked-out system or equipment is restored to normal after a test, service or maintenance event has occurred.
d) The CONTRACTOR shall maintain a Safety Plan and Quality Assurance Plan to ensure that work performed herein conforms to contract requirements for the term of the contract. The COUNTY representative shall be notified if there are any changes to the Safety, Quality Assurance, or any other contract related documents submitted with the original bid package. The CONTRACTOR shall ensure that the authorized COUNTY Representative has received the latest versions of all documents for the duration of the contract.
e) The COUNTY Representative will review the updated plans and provide comments and/or feedback to the CONTRACTOR following receipt of the plans. The CONTRACTOR shall submit an updated safety plan to the COUNTY within ten (10) business days following receipt of the COUNTY comments. The COUNTY reserves the right to request changes/improvements to this plan at any time throughout the life of the contract.
f) The CONTRACTOR shall supply and ensure the wearing of necessary personal protective equipment (PPE) as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction. CONTRACTOR shall comply with all applicable safety regulations including, but not limited to, NFPA and OSHA.
g) All equipment used/to be used in the performance of these services shall be supplied by the CONTRACTOR, properly maintained and shall be subject to inspection by the COUNTY upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the COUNTY's premises.
h) Any damage to COUNTY facilities or property due to the services performed by the CONTRACTOR, directly or through negligence, shall be the responsibility of the CONTRACTOR.

7) SECURITY AND IDENTIFICATION

a) All CONTRACTOR employees shall pass a background check by Seminole County Sheriff Department and be badged with a County-issued badge before work may begin. The background check must be performed by the Sherrif's office – third party background checks are not acceptable.
   i) Instructions for background checks for employees shall be provided to Awardees and may be changed or updated as determined by the Seminole County Sheriff's office. CONTRACTOR shall provide any required information to background check and badge their employees and/or subcontractors at CONTRATOR's cost.

b) The CONTRACTOR must notify the County of any changes in employee status. Any employee badges must be surrendered at the termination of employment, termination of the contract, or end of access due to any other reason, and badges remain the property of Seminole County.
   i) Background checks and additional security requirements are addressed and detailed in supplemental information that will be supplied upon award of this Contract. The CONTRACTOR is responsible for reading, understanding, and the application of all contract terms.

c) Once the contract is Awarded, a COUNTY representative shall contact the CONTRACTOR to provide information on how to obtain badges. This will include instructions on obtaining Sheriff's office background checks and approval to work in sensitive locations.

d) It is the responsibility of the CONTRACTOR to ensure employees are appropriately badged and pass all background checks, and to maintain clear background to continue working in all locations within the County.
   i) Should a badged individual become ineligible through arrest or conviction, as is determined by the Seminole County Sheriff, their badge access will be revoked and must be surrendered to the COUNTY, and the employee shall not work in County buildings or facilities until or unless there is a satisfactory resolution to pass the required background check.

e) Some locations are of a sensitive nature and still require an escort in addition to badging requirements. These locations include:
   i) Seminole County Civil Courthouse
   ii) Seminole County Services Building
   iii) Multiple county-owned drinking water, wastewater & reclaim facilities
   iv) Seminole County Criminal Justice Center
   v) John E Polk Correctional Center
   vi) Seminole County Juvenile Justice Center
   vii) Seminole County Juvenile Assessment Center/Juvenile Detention Center
   viii) Public Safety Building
   ix) Supervisor of Elections.

f) Such escorts will be arranged through a COUNTY Representative and require advanced notice unless the Work is an approved emergency call. Some secure locations will still require security screening and may prohibit certain items.

g) CONTRACTOR shall observe all Seminole County site access and security procedures. As these procedures are subject to change, the Contractor is responsible for familiarizing the service technicians with current requirements.
   i) For Utilities locations:
      (1) Notify SCUD SCADA Operations at (407) 665-2767 for proper entry.
      (2) Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's logbook.
      (3) Document into the facility's logbook completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407) 665-2767.

8) TRAVEL AND PARKING

a) The CONTRACTOR shall be responsible for all its travel and per diem costs to and from the various COUNTY facilities. Travel time and truck charges shall not be included when quoting and/or invoicing for as needed and emergency repairs and shall not be compensated by the COUNTY under any circumstances.
b) Billable time starts at arrival at the job site where work is to be performed, not arrival on the campus.
c) The COUNTY will identify locations where CONTRACTOR vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the CONTRACTOR or CONTRACTOR's employee. Seminole County will not be responsible for any damage to CONTRACTOR or CONTRACTOR's employees' vehicles while parked on Seminole County property. Vehicles ticketed and/or towed from Seminole County property will be at the expense of the CONTRACTOR or CONTRACTOR's employee.
d) CONTRACTOR and CONTRACTOR's employee vehicles shall be properly identified.

9) GENERAL WORK REQUIREMENTS

a) The CONTRACTOR shall notify the Contract Administrator and COUNTY Representative in writing of all discrepancies between the procedures outlined herein and the manufacturer's recommendation, specific procedures, and requirements.
b) The CONTRACTOR shall not make any alterations to any equipment, including control circuits, without prior written approval from the COUNTY Representative.
c) For each visit to a site to perform work under this contract, the CONTRACTOR's staff shall:
   i) Check in and out with the COUNTY Representative or designee at each visit
   ii) Perform all work without unnecessary interference to facility occupants. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract documents, and shall not unreasonably encumber the site with any materials or equipment.
   iii) Protect existing facilities from damage and repair or replace, at the CONTRACTOR's expense, any damage to property caused by its employees or suppliers.
   iv) Keep premises free from accumulation of waste materials or rubbish caused by operations and from leaks and spillage from equipment. Upon completion

of the work, the CONTRACTOR's staff shall remove all waste materials and rubbish from and about the space of work, as well as all tools, equipment, machinery and surplus materials, and shall clean all facility surfaces, leaving work area clean.

v) During overnight projects, the CONTRACTOR's staff shall clean and remove all debris, tools, equipment, machinery and surplus materials from tenant access areas prior to 7 am of the next day.

d) The CONTRACTOR shall protect existing manufacturer warranties and follow manufacturers' recommendations while performing all service herein.

e) Service vehicles should be fully stocked with standard tools, materials and supplies to reduce the response and service times for on-call or emergencies.

10) COORDINATION OF SERVICES

a) The COUNTY will provide the CONTRACTOR with an inspection and testing schedule during the initial meeting. All field verification of equipment shall be performed prior to the scheduling of any service. The CONTRACTOR shall assess the condition, environment, configuration, and requirements of each individual facility.

b) The CONTRACTOR shall be required to follow the testing schedule and coordinate all inspection and testing dates in advance with the COUNTY. The inspection and testing schedule shall be per the building operational requirements, and the schedule must be finalized at a minimum of two (2) weeks in advance of service to minimize any negative impact to COUNTY operations.

c) All regular testing, inspection, maintenance, and repair work shall be performed during standard business hours, except for the following locations, which shall be tested during non–standard business hours. Testing shall be coordinated with the COUNTY representative.

i) Civil Courthouse
ii) County Services Building
iii) Criminal Justice Center
iv) Public Safety Building

d) The CONTRACTOR shall request authorization from the designated Division COUNTY Representative at least ten (10) working days in advance when the service/repair requires an outage of electrical power. The request shall state the anticipated duration of such outage. In the event of an emergency, when prior written approval is not practical or possible, prior verbal approval by telephone must be obtained from designated COUNTY Representative before any shutdown of services is attempted.

e) At ninety (90) day intervals, the CONTRACTOR shall meet with the designated COUNTY Representative to review performance and schedule major testing/repairs anticipated during the next ninety (90) day period. A written test /repair schedule must be provided by the CONTRACTOR to the COUNTY Representative at the meeting. The first ninety (90) day schedule shall be presented no more than two (2) weeks after the contract is executed. The CONTRACTOR shall submit a written performance report at one hundred eighty (180) day intervals.

f) The CONTRACTOR's personnel shall report to the appropriate location at a mutually agreed time and check with the appropriate COUNTY Representative. Upon service completion the CONTRACTOR personnel shall check out with the COUNTY Representative. Service tickets may be initialed/signed by the COUNTY Representative as acknowledgement of services performed.

11) EQUIPMENT AND SUPPLIES

a) Contractor shall furnish all tools and equipment necessary and appropriate for the timely and safe performance and completion of the Work. All equipment must be well-maintained and meet applicable standards. All equipment shall be readily accessible to the CONTRACTOR. CONTRACTOR shall at no time place the requirement of providing any sort of equipment or supplies upon the County to complete the Work, this includes but is not limited to
   i) Ladders, lifts and scaffolds
   ii) Computers, hardware, or software
   iii) Parts or Equipment
   iv) Consumables

12) TIMELINES

a) The CONTRACTOR shall diligently perform all required maintenance and repairs in a timely manner, taking into consideration reasonable lead times for the procurement of necessary parts and materials, as well as the scheduling of specialized personnel or equipment.
b) All work shall be initiated and completed within the timeframes specified in individual work orders or service requests, subject to commercially reasonable lead times for parts, equipment, or specialized labor. For any and all delays that result in additional costs, including but not limited to, extended fire watches, operating hours, additional labor, security services, or maintenance staff support, those costs shall be borne by the CONTRACTOR.

13) SUBCONTRACTORS

a) The CONTRACTOR shall obtain prior approval from the COUNTY Representative and Contract Administrator for subcontracted services, and the COUNTY shall reserve the right to reject a subcontractor for any reason. The CONTRACTOR shall be responsible for providing services to all systems and equipment as outlined in the Scope of Service and the attachments.
b) The CONTRACTOR shall be solely responsible for all faults resulting from any work and modifications performed by the CONTRACTOR or subcontractor. The CONTRACTOR shall perform all necessary work required for correction of such faults at no additional cost to the COUNTY.
c) The CONTRACTOR shall be allowed to subcontract services to proprietary systems if the CONTRACTOR is unable to perform these services. The CONTRACTOR shall be reimbursed for these services at cost plus markup up to a maximum as per the bid schedule, with proper invoice and back-up documentation from a third-party service provider. Such subcontracted services

may only be performed with the written approval of the COUNTY Representative prior to the services being performed.

d) All subcontractors the CONTRACTOR wishes to use at COUNTY sites are bound by the same requirements and limitations this contract places on the CONTRACTOR, and the COUNTY may enforce the same requirements outlined in this contract with respect to the subcontractor as it may with the CONTRACTOR, to include but not be limited to:
   i) Provisions for authorized personnel
   ii) Safety requirements
   iii) Security and Identification
   iv) Travel and Parking
   v) General Work Requirements
   vi) Coordination of Services
e) Subcontractors are required to obtain County badges and background checks as outlined above for CONTRACTOR.
f) The CONTRACTOR shall be solely responsible for reimbursing subcontractors.

14) NON-ASSIGNABILITY

a) The CONTRACTOR shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without prior written consent of the COUNTY, and then only upon such terms and conditions the COUNTY may set forth in writing.

15) UNFORESEEN CHARGES

a) The COUNTY shall reimburse the CONTRACTOR for approved unforeseen charges. These charges shall be reimbursed at cost, with proper invoice from a third party. Reimbursable unforeseen costs may include but are not limited to cost for express shipping as requested by the COUNTY, permits needed for equipment upgrade/ replacement, etc. as agreed upon in advance by the COUNTY. The CONTRACTOR shall obtain prior approval written by the COUNTY for all other unforeseen charges.

16) COMMUNIICATION OF REPORTS, ESTIMATES AND PROPOSALS, AND WORK COMPLETED.

a) At the direction of the COUNTY, the CONTRACTOR shall communicate any inspection reports, estimates, proposals, or work completed to the COUNTY Representative as soon as possible.
b) Seminole County Facilities shall provide vendor training for all CONTRACTORS in the use of Facilities CMMS software through a Vendor Portal. This training is mandatory, and at the direction of Facilities, shall be the primary method of communication for work completed, estimates, proposals, reports, photographs and other notes on work orders and other work assigned by Facilities to the CONTRACTOR.
   i) The CONTRACTOR shall not charge time or travel costs for this training and shall choose which representatives would like to receive the training. The

training shall be in person or online as designated by the COUNTY, at a time mutually agreed between the CONTRACTOR and the COUNTY.

c) At the direction of the COUNTY, the vendor shall send reports, proposals and estimates to the locations directed below:
   i) For Facilities work:
   ii) Facilities CMMS software shall be the primary means by which work is communicated with Facilities projects. Failure to communicate reports, estimates, proposals and documentation of Facilities work through the CMMS Vendor Portal will result in nonpayment of invoices submitted, until such documentation is uploaded to the Vendor Portal.
      (1) Proposals and estimates shall be sent to FMQuotes@seminolecountyfl.gov
      (2) Inspection reports and any other reports shall be sent to FMReports@seminolecountyfl.gov.
      (3) All proposals, estimates and reports shall be attached to the correct Work Order in the CMMS Vendor Portal as covered in the training above.
   iii) For Utilities work, all reports shall contain the following:
      (1) Contractor name, complete address, and contact information
      (2) Date, time, and location of site visit
      (3) Reason for site visit
      (4) Brief description of work performed or accomplished
      (5) Any observed deficiencies or operational issues and recommendations for resolution
      (6) Required or recommended follow-up
      (7) Parts and/or consumables used
      (8) Labor hours
      (9) Participating Contractor personnel
      (10) Approval by a Seminole County representative
   iv) Other Divisions within the COUNTY will direct the CONTRACTOR where reports, proposals and estimates will be sent.

17) ON-CALL REPAIR SERVICES

a) For non-emergency services/repairs, the CONTRACTOR shall be required to respond by visiting the work site within twenty-four (24) hours after notification from the COUNTY with the COUNTY Representative to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. A written quote detailing the extent of the required repair shall be submitted within twenty-four (24) hours of site visit, unless mutually agreed upon in writing, to the requesting COUNTY Department Representative.
b) The COUNTY Representative and the CONTRACTOR shall mutually agree on scheduling for the work to be completed. The COUNTY shall have the final authority on scheduling repairs.
c) Estimated pricing shall be according to the contract bid item sheet. Estimate shall be itemized to include estimated number of hours for labor and cost for material.
d) The estimate provided by the CONTRACTOR shall be firm for a minimum of thirty (30) days, no increases will be permitted unless unforeseen circumstances arise and the increase is approved by the COUNTY Representative.

e) The CONTRACTOR shall not begin work until the COUNTY accepts the estimate and issues the CONTRACTOR a delivery/ purchase order for the work. A work order shall be submitted to the appropriate COUNTY representative for approval within twenty-four (24) hours of performed service. The work order shall state the date work was performed, a description of the problem, a description of the actual work performed, a description of the findings, building name and number. The CONTRACTOR shall submit an invoice for services performed within forty-eight (48) hours of completion.
f) Emergency Services are those services initiated during non-normal business hours and requiring priority response. Emergency Service shall be billed at the rate on the bid sheet for emergency services. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

18) PURCHASE ORDERS

a) Upon acceptance of the proposal, unless the condition is covered by an Emergency Purchase Order, the COUNTY shall issue the contractor a Purchase Order. CONTRACTOR shall contact the COUNTY Representative to arrange a schedule, and escorts if required. Purchase Orders, unless otherwise agreed, serve as Notice to Proceed with work, and the terms of the Purchase Order shall supersede any terms on the proposal, and acceptance of the Purchase Order shall constitute acceptance of those terms and conditions.
b) Emergency Purchase Order: Under certain conditions, the COUNTY may seek and obtain an Emergency Purchase Order, based often on Not to Exceed costs presented by the CONTRACTOR. The requirements of an Emergency Purchase Order are very specific and outlined in County ordinances and will be very rare conditions. In such cases, some of the above processes may be altered or bypassed as an expedient solution to the emergency.

19) THE WORK

a) CONTRACTOR shall apply for and obtain all permitting and shall be responsible for passing all required inspections. All permit fees shall be passed through at cost with no markup, and the CONTRACTOR shall provide documentation. Failed inspection repairs, reinspection fees, and labor shall be borne by the CONTRACTOR with no additional charges to the COUNTY.
b) CONTRACTOR shall provide an estimate of the amount of time required to complete the work and shall notify the COUNTY Representative of any changes to the schedule and if any unforeseen conditions arise.
c) Should additional costs be incurred during the work that do not arise from the actions of the CONTRACTOR or their subcontractors or employees, the CONTRACTOR shall contact the COUNTY representative to begin a change order to the purchase order.
d) The COUNTY shall reserve the right to cancel the work and find a different contractor, should it be in the COUNTY’s interests. The CONTRACTOR shall be paid for work completed, materials delivered, and costs incurred.

e) Management of subcontractors shall be the responsibility of the contractor as outlined in the above section **SUBCONTRACTORS.**
f) Upon completion of the work, the contractor shall notify the COUNTY representative and permit the COUNTY Representative to inspect the work.
g) CONTRACTOR shall turn over all Operations and Maintenance materials, Warranties, passwords, login information, closeout documents and any other relevant information
h) CONTRACTOR shall invoice for the work once all permits are closed, inspections are passed and any recertifications of systems are completed, if necessary. Invoicing procedures are outlined in the section on **INVOICING REQUIREMENTS.**
    i) The estimated quantities in bid sheets are given only as guidelines for preparing the proposal and should not be construed as representing actual quantities to be purchased under this contract. The COUNTY makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the CONTRACTOR will perform on any project for the COUNTY during the life of this Agreement.

20) SPECIAL CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER RESPONSE TIME

a) Before, during and after a public emergency, disaster, hurricane, flood, or acts of God, Seminole County requires a “first priority” basis for goods and services described herein. It is vital and imperative that the citizens are protected from any emergency, which may threaten public health and safety, as determined by the Board of County Commissioners. The CONTRACTOR agrees to rent/sell/lease all goods and services to Seminole County as opposed to a private citizen, on a priority basis. Seminole County expects to pay a fair and reasonable price not to exceed those quoted in the solicitation for all products in the event of a disaster, emergency or hurricane. The CONTRACTOR shall furnish a 24-hour phone number in the event of such an emergency.

21) PARTS AND MATERIAL

a) The CONTRACTOR shall notify the COUNTY prior to the purchase and replacement of any parts. Only COUNTY-approved part purchases will be reimbursed. Parts do not include minor consumable materials used for repairs such as tape, rope, etc.
b) All parts and components shall be new and the original manufacturer's parts. The CONTRACTOR shall maintain a reasonable inventory of parts and components to be readily available to expedite repairs. Used or rebuilt parts or components are not acceptable.
c) The CONTRACTOR shall transfer on all warranties and guarantees to the COUNTY for all systems parts and components purchased and used in COUNTY buildings. The CONTRACTOR shall ensure that these warranties and guarantees are transferable to the COUNTY prior to finalizing purchase.
d) CONTRACTOR shall be responsible for all communication with parts manufacturers and/or suppliers from the time of purchase and throughout the remainder of the contract. This includes coordination of exchanges, returns, or

replacement of parts covered under warranty. All notice of obsolete equipment shall be forwarded in writing to the COUNTY Representative as soon as this issue is discovered. All manufacturer information confirming obsolescence shall be forwarded in writing to the COUNTY Representative.

e) Parts used in repair shall be reimbursed under the allowance for parts on the bid proposal form with proper verification of purchase. Shipping fees shall not be marked up, and no additional delivery costs shall be paid by the COUNTY

22) DIAGNOSTIC SERVICES

a) The CONTRACTOR shall provide diagnostic services as requested by the COUNTY. The CONTRACTOR shall troubleshoot systems for faults and equipment malfunctions. Upon the completion of the diagnostic service, the CONTRACTOR shall provide a written report of findings and recommendations for repair. No payment shall be made by the COUNTY to the CONTRACTOR until a written report and recommendation are provided to the COUNTY Representative.

b) Diagnostic services include labor hours only and shall be billable per the Project Manager rate listed on the Bid Response Form. These billable hours shall not include travel time, or time spent going through the facility security check points.

c) CONTRACTOR shall be required to submit a written estimate on each job. The estimate shall be based on the requirements of labor hours, parts and materials as per the bid sheet. Estimates shall be broken-down by hours of labor, applicable rate and a separate price for each of the required parts and an estimate for pass-through/allowance fees. Anticipated time for completion of repairs is to be included in the estimate. All estimates shall be provided at no additional cost or obligation to the COUNTY. Such estimates shall remain firm for a minimum of thirty (30) days.

d) When repair work is scheduled on a non-emergency basis, the CONTRACTOR will be issued a Work Order prior to the work being performed. The CONTRACTOR is required to submit an estimate to the county before work is authorized. Failure to do so will result in non-payment for unauthorized work.

e) When repair work is required on an emergency basis there may be no opportunity to issue a Work Order prior to work being performed. The CONTRACTOR is required to submit a quote to the county within 24 hours of the emergency service taking place.

23) INVOICING REQUIREMENTS

a) All work performed in conjunction with this contract shall be subject to the invoice requirements contained herein.

b) To ensure timely invoice processing, the CONTRACTOR shall submit an original, proper invoice to ap@seminoleclerk.org. To be a proper invoice, the invoice must include the following information:
   i) CONTRACTOR name, address, and contact information.
   ii) The Seminole County Government purchase order number and work order number (FAC#) authorizing the delivery of products and/or services if applicable.
   iii) Contract number pursuant to the deliverable.

iv) A description of what the CONTRACTOR delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and/or services.
v) Detailed breakdown of the hourly rate charged, and the actual hours worked for each labor type/discipline.
vi) Detailed breakdown of the material and supply costs as required above in these specifications, with markup/markdown clearly shown as allowed by Contract.
vii) Backup documentation as required in these specifications shall include but not be limited to the following where applicable:
(1) Copy of the original proposal for the project.
(2) Service reports for all labor involved.
(3) Copies of CONTRACTOR original invoices for materials and supplies as required above in these specifications.
viii) For Facilities work, all documentation must be present in the appropriate Work Order through the Vendor Portal.

c) In cases where original invoices for materials and supplies are not available due to bulk purchasing or other factors, the contractor may, upon approval from the Division Manager or their designated representative, submit manufacturer-suggested retail pricing (MSRP) from supplier(s) to satisfy pricing justifications on invoices. This option may be retroactive to the initial date of the contract, upon approval by Division Manager or their designated representative.
d) All invoices shall be received within thirty (30) days of job completion
e) CONTRACTOR shall not charge for any items outside of the contract, including but not limited to shop supplies, drive time, or per diem. The COUNTY will not pay any additional charges for such items.
f) Routine testing and inspections, and on-call repairs shall be invoiced separately under different invoice numbers. Preventative maintenance shall be invoiced according to the bid item sheet. Final invoices for repairs, including emergencies, shall itemize labor and parts cost per contract pricing.
g) The CONTRACTOR shall provide a copy of the service ticket with the invoice for verification of actual labor hours and parts used on the job. CONTRACTOR shall submit complete documentation to include details of the repairs, parts used, name of the COUNTY Representative who requested the work, and confirmation that the work was completed. The COUNTY representative may sign or initial service tickets only as an acknowledgement of receipt of service, and such signature shall not be construed to mean agreement to pricing or payment terms outside that permitted by this Contract, related Purchase Order, and/or attached Bid sheet.
h) Service shall be invoiced according to the bid item sheet. There shall be overtime allowed for testing and inspections performed during standard and non-standard hours. Service does NOT include travel time. Only properly documented on-site time will be compensated.
i) Markups or markdowns shall be applied only to the price for parts. Price for parts shall not include sales tax and shipping charges in the calculation for markups and markdowns.
j) The COUNTY shall review invoices for required information. The COUNTY shall have the authority to reject an invoice based on improper invoice format.

k) CONTRACTOR shall not invoice the COUNTY for any services not accepted by the COUNTY or for any diagnostic errors on the part of the CONTRACTOR. Should the COUNTY receive such invoices, they shall be rejected.
l) The CONTRACTOR shall submit monthly statements of unpaid invoices to each department ordering services under this contract. At minimum, the statement shall contain the following information:
   i) Statement date
   ii) Invoice numbers
   iii) Invoice dates
   iv) Invoice total or unpaid balance if different from invoice total
   v) Delivery order number corresponding to each invoice listed
   vi) Balance carry-forward
   vii) Cumulative outstanding balance
m) Statements shall be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the COUNTY.

24) WARRANTIES

a) All projects and work performed under this agreement shall have a minimum 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the CONTRACTOR's normal labor rates being charged after the initial 24-month period.

25) CONDITIONS SPECIFIC TO THIS CONTRACT

a) CONTRACTOR must have and maintain the licenses and certifications stated below during the entire term of the Agreement:
   i) The CONTRACTOR shall be an authorized Genetec™ Enterprise Elite Certified integrator and have on staff no less than four (4) factory trained technicians in the installation, maintenance and service of Omnicast™ digital video surveillance systems.
   ii) The CONTRACTOR shall be an authorized Genetec certified integrator and have on staff no less than two (2) factory trained technicians in the installation, maintenance and service of Synergis™ IP access control systems.
   iii) The CONTRACTOR shall be an authorized Hy-Security™ gate operator service and installation agent and have no less than one factory trained technician in the installation and service of Slidedriver™ Series hydraulic gate operators.
   iv) The CONTRACTOR shall have no less than five (5) CJIS (Criminal Justice Information Services) certified technicians on staff.
   v) All sales representatives, integration technicians and service technicians shall hold and maintain a Florida FASA and BASA license.
   vi) The CONTRACTOR shall be a Florida Certified Electrical Contractor. (EC minimum)
   vii) The CONTRACTOR shall be a Florida Certified General Contractor (GC) and have a minimum of 5 years of experience in performing physical security

improvements to utility structures, walls, fences and other apparatuses needed to secure water and wastewater facilities.

viii) The CONTRACTOR shall staff or partner with a Cisco CCNA certified associate when interacting with the security communications network. The CONTRACTOR shall utilize "Like for Like" parts for all existing systems which may affect the security communications network. For all new systems and system enhancements, all parts shall be supplied by a Cisco Premier Partner. “Like for Like” shall mean parts which have the same function, configuration, and performance as the original parts, to be used only when agreed to by the COUNTY. “Like for Like” parts shall not require extensive retrofit, modification, reprogramming of original equipment or additional equipment to operate in the place of the original parts, unless such conditions are agreed to by the COUNTY beforehand.

ix) The CONTRACTOR shall be a "Genetec Unified Elite Partner

x) The CONTRACTOR shall be a "Digital Monitoring Products" Authorized Reseller.

xi) The CONTRACTOR shall be an "Axis Gold Partner" and Authorized Reseller of Axis products.

xii) The CONTRACTOR shall be a “Crestron” certified installer and Authorized Reseller

xiii) The CONTRACTOR shall be a “LenelS2” certified installer and Authorized Reseller

b) All bidders shall submit references for the following:
   i) The vendor must have completed the installation of a minimum of two (2) Synergis™ IP access control systems within the last two (2) years. Vendor must show two (2) years of experience in the maintenance of Synergis™ IP access control systems.
   ii) The vendor must have completed the installation of a minimum of two (2) Omnicast™ digital video surveillance system utilizing IR capable cameras within the last five (5) years. Vendor must show five (5) years of experience in the maintenance of Omnicast™ digital video surveillance systems.
   iii) References shall include the name, locations of projects, name, title, telephone number of contact person and completion dates of projects.

c) Response Time:
   i) The CONTRACTOR must maintain an inventory of applicable Hy-Security™ gate operator, Axis™, and HID™ parts and provide delivery within four (4) hours for inoperable systems and delivery within 5 business days for non-emergency needs.
   ii) The CONTRACTOR must be able to provide service twenty-four (24) hours per day, including weekends and holidays. The CONTRACTOR must be able to respond with a knowledgeable, trained technician to Seminole County sites within four (4) hour of notification for critical emergency service and within seventy-two (72) hours of notification for non-critical non-emergency service.
   iii) The CONTRACTOR (s) shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

26) SCOPE OF WORK:

a) Repairs / Corrective Maintenance: In the event of equipment failure, the CONTRACTOR will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The CONTRACTOR will also provide the necessary replacement materials and parts. The CONTRACTOR is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within four (4) hours in the case of emergency and within seventy-two (72) hours for non-critical needs in accordance with the terms of this Contract.

b) Preventive Maintenance: The CONTRACTOR will perform inspections, cleaning, performance checks, consumable replenishment or replacement, and system calibrations. The CONTRACTOR will provide a breakdown of recommended PM activities and schedule for Seminole County approval.

c) Renewal and Replacement: If as a result of either corrective or preventive maintenance the CONTRACTOR discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the scope of this Contract, the CONTRACTOR shall recommend and propose replacement or refurbishment of system components.

d) Provision of Material and Parts: The CONTRACTOR shall provide the necessary materials and replacement parts for both corrective and preventive maintenance. Seminole County may at its option provide parts and consumables from its own inventory for CONTRACTOR installation.

e) Asset Inventory and Database: The CONTRACTOR will create and maintain, in a format acceptable to Seminole County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided by Seminole County; the CONTRACTOR will verify all asset data provided by Seminole County and confirm its accuracy. The CONTRACTOR is also expected to add to, delete from, update, or modify any security system asset data provided by Seminole County. The database will remain the property of Seminole County.

f) The CONTRACTOR shall assist in document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as- required basis. Work shall include the following:
   i) all labor, materials and equipment to complete the design;
   ii) manufacturing and factory tests;
   iii) delivery to the site; programming;
   iv) interfacing with all existing alarm, access control, video and security systems;
   v) calibration;
   vi) installation;
   vii) system start-up services;
   viii) training;
   ix) All incidentals required to completely furnish and install security equipment at Seminole County’s facilities as designated.

g) The CONTRACTOR shall supply technical and programming services on an as required basis to troubleshoot and optimize Seminole County’s existing alarm,

access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.

h) Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Seminole County on electronic media. All CONTRACTOR - supplied programming services and applications turned over to or installed in Seminole County systems shall become property of Seminole County.

i) The CONTRACTOR shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

j) The CONTRACTOR shall supply technical telephone support services on an as required basis. This telephone support shall be charged for on a per call base rate for the first thirty (30) minutes and then in fifteen-minute increments. At the start of each telephone support session, the CONTRACTOR shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.

k) The CONTRACTOR shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA Guidelines. These services shall be provided as Security Consultant Services.

27) All bidders shall submit references for the following:

a) The vendor must have completed the installation of a minimum of two (2) Synergis™ IP access control systems within the last two (2) years. Vendor must show two (2) years of experience in the maintenance of Synergis™ IP access control systems.

b) The vendor must have completed the installation of a minimum of two (2) Omnicast™ digital video surveillance system utilizing IR capable cameras within the last five (5) years. Vendor must show five (5) years of experience in the maintenance of Omnicast™ digital video surveillance systems.

c) References shall include the name, locations of projects, name, title, telephone number of contact person and completion dates of projects.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CONSULTING MSA WORK ORDER #
Seminole County, Florida Board of County Commissioners

Master Agreement No.: Click to enter text. Dated: Date.

Master Agreement Title: Click to enter text.

Project Title: Click to enter text.

Consultant: Consultant
Address: Address
City, State, Zip

ATTACHMENTS TO THIS WORK ORDER:

☐ EXHIBIT A - Proposal/Scope of Services
☐ EXHIBIT B - Fee Schedule
☐ EXHIBIT C - Sub-consultant Proposal/Fee
☐ EXHIBIT D - _____

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work by Date. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant a Choose amount of $Amount for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this _____ day of _____, 20____ which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: Leticia Figueroa

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on _____, 20____, if applicable.

Witness: _____
Signature

Printed Name: _____

CONSULTANT: Consultant

By: _____
Signature – Consultant Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

OC #: OC# OM #: OM#

SAMPLE

EXHIBIT C

PRICE TABLES

Parts/Sub-Contractor Markup

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
1	All Materials and Parts	1	1	$1.00	15%	$1.15
2	Sub-Contractors	1	1	$1.00	15%	$1.15
3	Equipment Rentals	1	1	$1.00	15%	$1.15
	Total					**$3.45**

Loaded Labor Bid Schedule Form

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Manager	1000	per hour	$125.00	$125,000.00
2	Installation Technician	4000	per hour	$105.00	$420,000.00
3	Installation Helper	4000	per hour	$95.00	$380,000.00
4	System Integration/Programming Services	2000	per hour	$115.00	$230,000.00
5	Draftsman/CAD Technician	100	per hour	$95.00	$9,500.00
6	Telephone Support	50	Base Rate	$95.00	$4,750.00
7	Telephone Support Incremental	25	15 mininutes	$45.00	$1,125.00
8	Clerical (O & M Documentation)	100	per hour	$75.00	$7,500.00
9	Emergency Services/Critical Response Rate Multiplier	100	per hour	$145.00	$14,500.00
	Total				**$1,192,375.00**

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-7083-26/HSM SECURITY AND ACCESS CONTROL

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Master Services Agreement for Security Access Control Repair and Maintenance

Agreement Number: RFP-7083-26/HSM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-7083-26/HSM 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 30th day of April, 2026.

Miller Electric Company
Consultant Name

By: _____
Print/Type Name: Kevin Flanigan
Title: Group President

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 30th day of April, 2026, by Kevin Flanigan (Full Name of Affiant).

EMILY M SWEAT
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 409023
MY COMMISSION EXPIRES AUG. 19, 2027

_____
Print/Type Name Emily M. Sweat
Notary Public in and for the County
and State Aforementioned
My commission expires: 8/19/27

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Miller Electric Company 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: Kevin Flanigan

Title: Group President

Signature: Date: April 30, 2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-7083-26/HSM

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

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

2. I am an officer or representative of Miller Electric Company ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

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

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

Signature

April 30, 2026
Date

Kevin Flanigan, Group President
Print Name, Title

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 2026, by Kevin Flanigan, as Group President, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Emily M. Sweat
My commission expires: 8/19/27

EMILY M SWEAT
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 409023
MY COMMISSION EXPIRES AUG. 19, 2027

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Miller Electric Company

Signature: _____

Printed Name: Kevin Flanigan

Title: Group President

Date: April 30, 2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 20 26, by Kevin Flanigan.

(name of person making statement)

EMILY M SWEAT
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 409023
MY COMMISSION EXPIRES AUG. 19, 2027

_____
Signature of Notary Public

Emily M. Sweat
Print/Type/Stamp Commissioned Name of Notary Public

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

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

TABULATION SHEET

RFP No. RFP-7083-26/HSM

Master Services Agreement for Security Access Control Repair and Maintenance

RESPONSE DEADLINE: May 6, 2026 at 2:00 pm
Report Generated: Thursday, June 4, 2026

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PROPOSALS RECEIVED

Vendor
Miller Electric Company
Convergint Technologies

Tabulated and posted, May 7, 2026, at 8:00 AM (EST) by Herronda S. Mortimer, Senior Procurement Analyst

Evaluation Committee Meeting: Tuesday, June 2, 2026, at 1:00 PM EST at Purchasing and Contracts Conference Room located at 1301 East Second Street, Sanford, FL 32771. The awardee is determined by the total average ranking.

BCC AGENDA DATE: July 23, 2026, Request to approve ranking and award to the top ranked firm. Updated and posted, June 4, 2026, at 10:45 PM EST by Herronda S. Mortimer, Senior Procurement Analyst.

1. Miller Construction
2. Convergint, Technologies

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

EVALUATION TABULATION

RFP No. RFP-7083-26/HSM

Master Services Agreement for Security Access Control Repair and Maintenance

RESPONSE DEADLINE: May 6, 2026 at 2:00 pm
Report Generated: Thursday, June 4, 2026

EVALUATORS

Name	Title	Agreement Accepted On
Jerod Rader	Chief Water Treatment Plant Operator/SCADA	May 29, 2026 12:29 PM
Edward Rickey	Program Manager 1	May 20, 2026 10:43 AM
Richard Ruiz	Technology Coordinator	Jun 1, 2026 4:58 PM
Dallas Smith	Water Operations Division Manager	May 21, 2026 10:35 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Pricing Proposal	Points Based	50 *(50% of Total)*

Description:
Proposal must include a single, all-inclusive cost that covers all direct and indirect expenses, services, insurance, coordination, and any other incidentals needed to complete the project.

- Price Proposal Form is documents completed for submission.
- Digital form or template all required fields and sections completely.

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

EVALUATION FINAL RANKING

RFP-7083-26/HSM

Meeting Date: June 2, 2026 at 1:00 pm
Location:1301 E. Second St. Sanford, FL, 32771
Purchasing and Contracts Conference Room

AGGREGATE SCORES SUMMARY

Vendor	Jerod Rader	Edward Rickey	Richard Ruiz	Dallas Smith	Total Score (Max Score 100)	Total Average Rank
Miller Electric	100	100	99	95	98.5	1
Convergint Technologies	85	96	77	80	84.5	2

We approve the above stated ranking for award to the top ranked firm Miller Electric.

Jerod Rader

Dallas Smith

Edward Rickey

Richard Ruiz

Criteria	Scoring Method	Weight (Points)
Qualifications/Experience	Points Based	40 *(40% of Total)*

Description:
Provide a minimum of three (3) verifiable references for similar services provided within the last five (5) years.

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

Description:
All bidders shall submit references for the following:
a) The vendor must have completed the installation of a minimum of two (2) Synergis™ IP access control systems within the last two (2) years. Vendor must show two (2) years of experience in the maintenance of Synergis™ IP access control systems.
b) The vendor must have completed the installation of a minimum of two (2) Omnicast™ digital video surveillance system utilizing IR capable cameras within the last five (5) years. Vendor must show five (5) years of experience in the maintenance of Omnicast™ digital video surveillance systems.
c) References shall include the name, locations of projects, name, title, telephone number of contact person and completion dates of projects.

AGGREGATE SCORES SUMMARY

Vendor	Jerod Rader	Edward Rickey	Richard Ruiz	Dallas Smith	Total Score (Max Score 100)	Total Average Rank
Miller Electric Company	100 (1)	100 (1)	99 (1)	95 (1)	**98.5**	**1**
Convergint Technologies	85 (2)	96 (2)	77 (2)	80 (2)	**84.5**	**2**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Pricing Proposal Points Based 50 Points (50%)	Qualifications/Experience Points Based 40 Points (40%)	References Points Based 10 Points (10%)	Total Score (Max Score 100)
Miller Electric Company	50	39.8	8.8	**98.5**
Convergint Technologies	38.5	38.5	7.5	**84.5**

INDIVIDUAL PROPOSAL SCORES

Convergint Technologies

Pricing Proposal | Points Based | 50 Points (50%)

Jerod Rader: 35

35 points awarded. 15 out of 20 For markups. 20 out of 30 for higher labors rates.

Edward Rickey: 50

Convergint provided the rate information despite the emergency rate in the wrong box

Richard Ruiz: 34

Complete pricing schedule submitted; however, pricing was higher than the competing proposal, with higher markups.

Dallas Smith: 35

Documents submitted successfully, however is not low bidder

Qualifications/Experience | Points Based | 40 Points (40%)

Jerod Rader: 40

Full points awarded. All qualifications/experience met.

Edward Rickey: 39

Convergint provided the requested contacts, but did not provide an email for their contact at the University of Georgia

Richard Ruiz: 35

Demonstrated strong technical capability and broad Genetec experience. Global Genetec partner with certified personnel and relevant large-scale government and enterprise security experience.

Dallas Smith: 40

supplied appropriate references

References | Points Based | 10 Points (10%)

Jerod Rader: 10

Full points awarded. All references met.

Edward Rickey: 7

a)Convergint appears to have completed a project for access control at OUC that has Genetec control, as well as University of Georgia services OUC, but does not name the b) Convergint installed camera systems at OUC and Manatee County c) References include name and locations, but did not provide dates of the work referenced.

Richard Ruiz: 8

Provided relevant references supporting access control and video surveillance experience, though less tailored to the County's existing environment.

Dallas Smith: 5

References do not refer to items listed in scope

Miller Electric Company

Pricing Proposal | Points Based | 50 Points (50%)

Jerod Rader: 50

Full points awarded. Lowest % on markups and the lowest labor rates in every category. 20 out of 20 for markups. 30 out of 30 for labor rates.

Edward Rickey: 50

All costs are provided and the breakdown is clear.

Richard Ruiz: 50

Lowest evaluated pricing among proposers, with a complete schedule, competitive rates, and lower markups.

Dallas Smith: 50

Documents present. current score represents low bidder

Qualifications/Experience | Points Based | 40 Points (40%)

Jerod Rader: 40

Full points awarded. All qualifications/experience met.

Edward Rickey: 40

Miller provided 4 references, meeting the requirements.

Richard Ruiz: 39

Strong qualifications with relevant Genetec, CJIS, and HySecurity-certified personnel, plus substantial government security system experience.

Dallas Smith: 40

References provided as asked

References | Points Based | 10 Points (10%)

Jerod Rader: 10

Full points awarded. All references met.

Edward Rickey: 10

a) Miller has provided multiple access control systems including the current project at CJC, upgrading Facilities access locations, FS 39 opening, and several others. b) Vendor has done more than two camera systems in the past years alone for the SCFD fire stations that my group directly oversaw. c) References and relevant experience have full contact information.

Richard Ruiz: 10

Provided relevant and verifiable references, including Seminole County and Osceola County BOCC. Submittal demonstrated the required Synergis/Omnicast installation and maintenance experience.

Dallas Smith: 5

Submitted references do not refer to items in scope

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

File Number: 2026-0494

Title:

Approve the substantial amendment to the 2025 - 2029 Consolidated Plan and the FY 2025/2026 Annual Action Plan as it pertains to the Rapid Unsheltered Survivor Housing (RUSH) grant and authorize the Chairman to execute all corresponding documents, certification and signature pages, the Standard Form-SF424 and SF-424D, Subrecipient Agreements, and subsequent Grant Agreements with HUD; and authorize Community Services Department staff to submit amendments to HUD for approval; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-035 in the Emergency Solutions Grants (ESG) fund to appropriate funding in the amount of $113,022.00 for the additional ESG allocation. 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:

Seminole County is an entitlement community that receives direct allocations of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) funds from the US Department of Housing and Urban Development (HUD). Seminole County submitted the 2025-2029 Consolidated Plan which outlines the priorities and uses of these federal grants for five years. The Consolidated Plan was approved by the Seminole Board of County Commissioners on July 25, 2025, and subsequently submitted and approved by HUD.

Each year, Seminole County develops an Annual Action Plan to describe the goals and projects that will be implemented. Seminole County Community Services is currently implementing the FY 2025/2026 Action Plan, which was approved with the

Consolidated Plan on July 25, 2025. Since the time of the plan approval, Seminole County has been notified of an additional funding allocation.

In the fall of 2024, Florida was impacted by Hurricane Helene and Milton. Seminole County, along with other impacted communities across the state, experienced economic and housing impacts as a result. As authorized by 42 U.S.C 113654a(c)(1), HUD has determined to make a special allocation of ESG funding to Seminole County to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) on or after December 20, 2019, whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including the Transitional Sheltering Assistance (TSA) program under such Act (42 U.S.C. 5170b).

Seminole County is slated to receive $113,022.00 in special ESG Rapid Unsheltered Survivor Housing (RUSH) funds in response to Hurricane Helene and Hurricane Milton. A substantial amendment is necessary in order to receive the RUSH funding from HUD.

The proposed amendment is as follows:

1. Programming $113,022.00 in RUSH Funds made available through disaster relief

RUSH -$113,022.00

RUSH Funds may be used for:

- Shelter Operations-Maintaining a sanitary shelter environment will help to keep staff and participants healthy
- Street Outreach-Materials to assist unsheltered homeless
- Rapid-Rehousing-Rapid-Rehousing assistance
- HMIS/Data Collection
- Grant Administration
- Homelessness Prevention

The Emergency Solutions Grant (ESG) Program budget will be amended to:

Include a special allocation of ESG funding to address the needs of literally homeless individuals and families or individuals and families at risk of homelessness in areas affected by a major disaster.

ESG-RUSH funding will be allocated as follows: Rapid Re-Housing ($97,046), Emergency Shelter ($7,500), and Admin/Planning ($8,476)

The proposed BAR 26-035 will appropriate grant revenue in the amount of

$113,022.00. There is no match requirement.

Requested Action:

Staff requests the Board approve the substantial amendment to the 2025 - 2029 Consolidated Plan and the FY 2025/2026 Annual Action Plan as it pertains to the Rapid Unsheltered Survivor Housing (RUSH) grant and authorize the Chairman to execute all corresponding documents, certification and signature pages, the Standard Form-SF424 and SF-424D, Subrecipient Agreements, and subsequent Grant Agreements with HUD; and authorize Community Services Department staff to submit amendments to HUD for approval; and approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-035 in the Emergency Solutions Grants (ESG) fund to appropriate funding in the amount of $113,022.00 for the additional ESG allocation.

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
Seminole County Comm Svcs/CDBG - 105352
520 W. Lake Mary Blvd.
Suite 100
Sanford, FL 32773-7400

Bill To:
Seminole County Comm Svcs/CDBG - 105352
520 W. Lake Mary Blvd.
Suite 100
Sanford, FL 32773-7400

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of FY2025-26 ESG-RUSH Notice of Substantial Amendment Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 24 May 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on 25 May 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped

71751

PUBLIC NOTICE AND INVITATION FOR PUBLIC COMMENT Proposed Substantial Amendment to the Seminole County FY2025 One-Year Action Plan and the FY2025-2029 Consolidated Plan

On June 23, 2026, the Seminole County Board of County Commissioners (BCC) will be considering the proposed substantial amendment of the FY2025 One-Year Action Plan and FY2025-2029 Consolidated Plan. The One-Year Action Plan and the Five-Year Consolidated Plan governs the allocation and expenditure of Community Development Block Grant (CDBG), HOME Investment Partnership Program, and the Emergency Solutions Grant (ESG).

The proposed Substantial Amendment of the FY2025 One-Year Action Plan and FY2025-2029 Consolidated Plan is to provide an additional allocation of the Rapid Unsheltered Survivor Housing (RUSH) funding under the ESG program where HUD is making available an additional $113,022 in ESG disaster funding to Seminole County.

- The Emergency Solutions Grant (ESG) Program budget will be amended to:
  - Increase the special allocation of ESG funding to address the needs of literal homeless individuals and families, or individuals and families at-risk of homelessness in areas affected by a major disaster.
  - ESG-RUSH funding will be allocated as follows:

Program	Fiscal Year	Proposed Budget per Activity	Proposed Project Budget Total
ESG	FY2025-26	$97,046 Rapid Re-Housing	$113,022 FY2025-26 ESG-RUSH
		$7,500 Emergency Shelter	
		$8,790 Admin/Planning	

This change to the FY2025 One-Year Action Plan allows new funds to be used under the ESG guidelines as it relates to homeless individuals and families, or individuals and families who are at-risk of homelessness that have been residing in an area affected by a major disaster and have needs that will not be served or fully served by the TSA Program and other existing Federal disaster relief programs.

The public comment period will begin on May 24, 2026 and end on June 8, 2026. Comments will be received at the Seminole County Community Services Department through June 8, 2026 at 4:00 p.m. Written comments should be submitted to Carrie Longsworth at clongsworth@seminolecountyfl.gov. Comments may also be mailed to 520 W. Lake Mary Blvd., Suite 100, Sanford, FL 32773, attention Carrie Longsworth, presented at the June 23, 2026 Board Meeting, or via telephone at (407) 665-2389. Where applicable, the County will respond in writing to all public comments received.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE CLOSE OF THE PUBLIC COMMENT PERIOD AT (407) 665-7941. FOR HEARING IMPAIRED INDIVIDUALS, THE FLORIDA RELAY NUMBER IS 1-800-955-8771.

71751

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-035**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Community Services / Housing Development

Fund(s): 11904 Emergency Shelter Grants

RM Recommendation	
A. Evanovich	5/28/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To apropriate additional funding, in the Emergency Shelter Grants Fund, in the amount of $113,022 to address the needs of individuals or families experiencing homelessness or at risk of homelessness, in areas affected by a major disaster.

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	11904	06689113	331550		EMERGENCY SHELTER GRANT			113,022.00
Revenue								
Revenue								
Revenue								
						Total Sources		**113,022.00**
Expenditure	11904	06689113	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999901	27,046.00
Expenditure	11904	06689113	530497		PROGRAM DELIVERY COSTS		4970660001	70,000.00
Expenditure	11904	06689113	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	7,500.00
Expenditure	11904	06689113	530496		COUNTY LABOR CHARGE		1049999904	8,476.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		113,022.00
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**113,022.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

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

ATTACHMENT 1

General Certifications
In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction - The submission of the consolidated plan is authorized under State law and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan - The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____
Signature of Authorized Official Date

Chairman, Board of County Commissioners
Title

ATTACHMENT 2

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent

practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature of Authorized Official Date

Chairman, Board of County Commissioners

_____

Title

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

*1. Type of Submission:
- [ ] Preapplication
- [ ] Application
- [X] Changed/Corrected Application

*2. Type of Application:
- [ ] New
- [ ] Continuation
- [X] Revision

* If Revision, select appropriate letter(s): E. Other (specify)

* Other (Specify): ESG RUSH

* 3. Date Received: June 30, 2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: E-25-UW-12-0010

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Seminole County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-60000856

* c. UEI: JPJLF4QHYR13

d. Address:

* Street1: 1101 East First Street
Street2:
* City: Sanford
County/Parish:
* State: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 32771-0000

e. Organizational Unit:

Department Name: Community Services

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Allison
Middle Name:
* Last Name: Thall
Suffix:

Title: Director, Community Services Department

Organizational Affiliation:

* Telephone Number: 407-665-2301
Fax Number:

* Email: athall@seminolecountyfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.231

Assistance Listing Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

n/a

* Title:

Office of Community Planning and Development

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Funding will target individuals and families experiencing homelessness or at-risk of homelessness in the impacted areas of Hurricane Helene and Milton with Rapid Re-Housing and Emergency Shelter

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL

* b. Program/Project: 007

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 7/1/2026

* b. End Date: 3/31/2028

18. Estimated Funding ($):

* a. Federal	113,022.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	113,022.00

***19. Is the Application Subject to Review By State Under Executive Order 12372 Process?**

[X] a. This application was made available to the State under the Executive Order 12372 Process for review on .

[ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.

[ ] c. Program is not covered by E.O. 12372.

***20. Is the Applicant Deliquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

[ ] Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

[X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. * First Name: Andria

Middle Name:

* Last Name: Herr

Suffix:

* Title: Chairman, Board of County Commissioners

* Telephone Number: 407-665-7208 Fax Number:

* Email: aherr@seminolecountyfl.gov

* Signature of Authorized Representative: * Date Signed:

File Number: 2026-0357

Title:

Approve the Minor Plat for the Burch Family Subdivision containing four (4) lots on 13.93 acres zoned A-1 (Agriculture), located on the north side of Gabriella Ln., East of Tuskawilla Rd.; (Elizabeth Burch, Applicant) District1 - Dallari (**Mike Rhodes, Development Services Director**)

Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Minor Plat for the Burch Family subdivision. The Plat contains four (4) lots on 13.93 acres. The subject site has a Suburban Estates Future Land Use designation and an A-1 (Agriculture) zoning classification with a minimum lot size of one (1) acre and a maximum density of one (1) dwelling unit per net buildable acre.

The Plat proposes the creation of four (4) total lots that conform to the Future Land Use and Zoning District. All lots will be accessed from Gabriella Lane. Each lot has a minimum of twenty (20) feet of public road frontage via the flag-style lot configuration. A shared driveway for access to all four (4) lots will be established through the plat via an access easement across all flag sections of Lots 2-4 and a shared access through Lot 1.

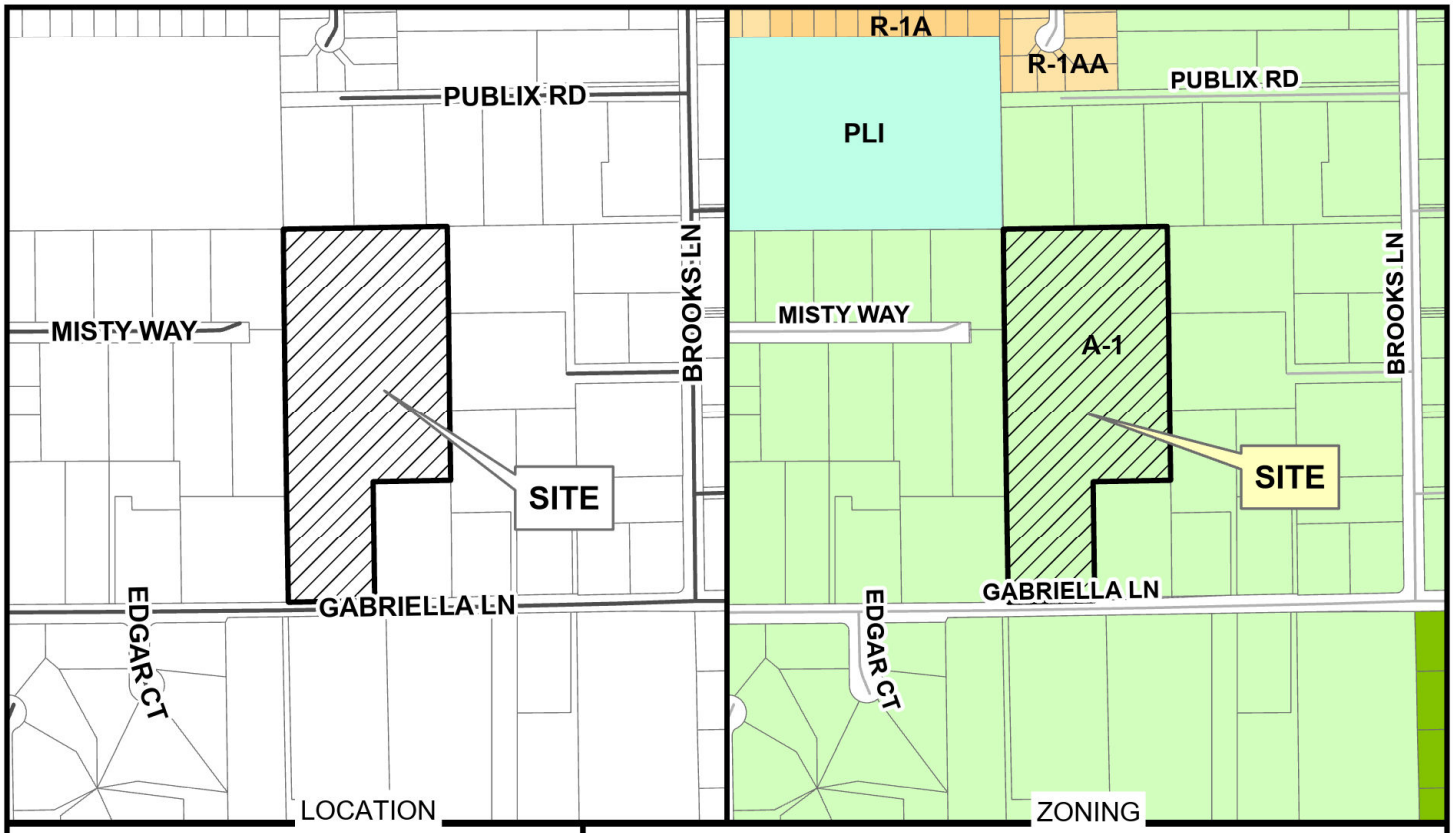
The development is located within the Seminole County Utility Service Area and will be required to connect to public utilities for water service. Since Seminole County does not have gravity sanitary sewer lines nearby, an onsite septic system will be installed for each lot. The Plat does not require a performance bond because infrastructure is

not proposed.

The request represents the only minor plat for the parcel of record and meets the criteria of Section 35.122 SCLDC, as well as all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board of County Commissioners approve the Minor Plat for the Burch Family Subdivision containing four (4) lots on 13.93 acres zoned A-1 (Agriculture), located on the north side of Gabriella Ln., East of Tuskawilla Rd.

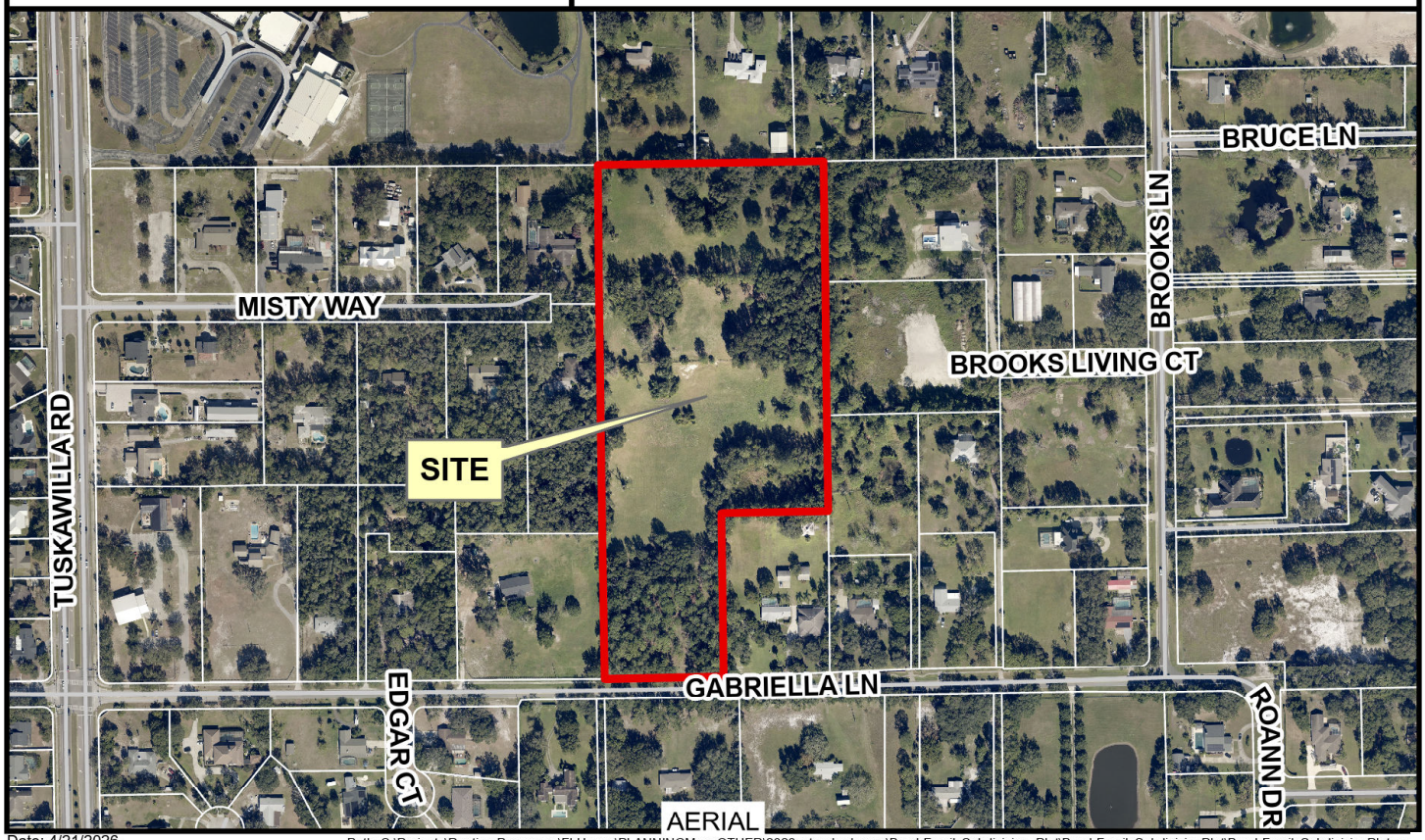


BURCH FAMILY SUBDIVISION PLAT
BURPONCE HOLDINGS LLC
GABRIELLA LN
OVIEDO, FL 32765
PARCEL: 30-21-31-300-0060-0000

SEMINOLE COUNTY BCC
JUNE 23, 2026

- A-1
- RC-1
- R-1AA
- R-1A
- PLI

N



BURCH

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION:

The West 560 feet of the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 21 South, Range 31 East, Seminole County, Florida, less the South 440 feet thereof.

And

The West 295 feet of the South 440 feet of the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 21 South, Range 31 East, Seminole County, Florida, less the South 33 feet thereof for road right of way.

More particularly described as:

BEGIN at the West 1/4 corner of Section 30, Township 21 South, Range 31 East, Seminole County, Florida; thence N89°02'18"E along the monumented North line of the Northwest 1/4 of the Southwest 1/4 of said Section 30, a distance of 560.00 feet to the Northwest corner of Lot 3, BROOKS LANE LIVING, according the plat thereof, as recorded in Plat Book 89, Pages 14 through 15, Public Records of Seminole County, Florida and to the East line of the West 560.00 feet of said Northwest 1/4 of the Southwest 1/4 of said Section 30; thence S00°46'19"E along said East line also being the West line of Lots 3 and 2 of said BROOKS LANE LIVING plat, a distance of 868.49 feet to the North line of the South 440.00 feet of said Northwest 1/4 of the Southwest 1/4 of said Section 30; thence S88°56'00"W along said North line, 265.00 feet to the East line of the West 295.00 feet of the South 440 feet of said Northwest 1/4 of the Southwest 1/4 of said Section 30; thence S00°46'19"E along said East line 407.01 feet to the North right of way line of Gabriella Lane, said right of way line lying 33.00 feet North of and parallel with the South line of said Northwest 1/4 of the Southwest 1/4 of said Section 30; thence S88°56'00"W along said North right of way line 295.00 feet to the West line of said Northwest 1/4 of the Southwest 1/4 of said Section 30; thence N00°46'19"W along said West line 1276.52 feet to the POINT OF BEGINNING.

Containing ±13.928 acres, more or less.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING N00°46'19"W. A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT) EAST ZONE.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY, FLORIDA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
4. ACCESS, DRAINAGE, AND UTILITY EASEMENT OVER THE "FLAG" PORTIONS OF LOTS 1, 2, 3, AND 4 ARE FOR THE COLLECTIVE BENEFIT OF, USE OF, AND UNIMPEDED ACCESS TO AND FROM LOTS 1, 2, 3 AND 4.
5. ALL LOTS SHOWN HEREON HAVE A 5.00' FOOT DRAINAGE EASEMENTS ALONG ALL LOT LINES. NO ENCUMBRANCES OTHER THAN FENCES ARE ALLOWED WITHIN THIS EASEMENT.
6. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 12117C0170F FOR SEMINOLE COUNTY, COMMUNITY PANEL NUMBER 120289-0170-F, EFFECTIVE DATE OF SEPTEMBER 28, 2007. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
7. LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND BEFORE THE TRANSFER OF ANY LOTS.
8. THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 (NAD 83-2011 ADJUSTMENT), EAST ZONE. (COORDINATES SHOWN AS NORTHING= N:1431064.72, EASTING= E:762080.25)
9. ACCESS EASEMENTS FROM LOT 1, 2, 3, AND 4 DIRECTLY TO GABRIELLA LANE SHALL BE OWNED AND MAINTAINED, RESPECTIVELY, BY THE OWNERS OF LOTS 1, 2, 3, AND 4, THEIR SUCCESSORS OR ASSIGNS.
10. THE BUILDABLE ACREAGE IS 10.00 ACRES.

SHEET INDEX:

SHEET 1 OF 3: LEGAL DESCRIPTION, DEDICATION, SURVEYOR'S NOTES AND LEGEND.

SHEET 2 OF 3: BOUNDARY AND LOT GEOMETRY.

SHEET 3 OF 3: BOUNDARY AND LOT GEOMETRY.

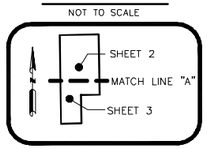
POULOS & BENNETT

Poulos & Bennett, LLC
a Pape-Dawson company

2602 E. Livingston Street, Orlando, Florida 32803
7563 Philips Highway, Suite 303, Jacksonville, Florida 32256
Telephone 407.487.2594 www.poulosandbennett.com
Surveying Business Number LB 8606

SHEET LAYOUT

NOT TO SCALE

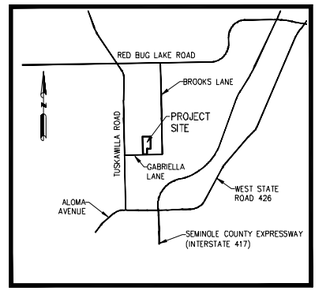


LEGEND:

□	SET 4"X4" CM WITH N&D, STAMPED "PRM P&B LB #8606"	R	RADIUS
		Δ	DELTA/CENTRAL ANGLE
		L	ARC LENGTH
■	FOUND CONCRETE MONUMENT (AS LABELED)	CB	CHORD BEARING
		CH	CHORD LENGTH
		CCR#	CERTIFIED CORNER RECORD
		CM	CONCRETE MONUMENT
	CHANGE IN DIRECTION	N&D	NAIL AND DISC
		ORB	OFFICIAL RECORDS BOOK
		PB	PLAT BOOK
SEC 30-21-31	SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.	PG(S)	PAGE OR PAGES
		R/W	RIGHT OF WAY
		LB	LICENSED BUSINESS
		LS	LICENSED SURVEYOR
		No.	NUMBER
		PRM	PERMANENT REFERENCE MONUMENT
		PSM	PROFESSIONAL SURVEYOR AND MAPPER
		O/A	OVERALL

VICINITY MAP

1"=5000'



NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177 PART 1, FLORIDA STATUTES.

_____ DATE: _____

Raymond F. Phillips, License No. LS7015
Seminole County Surveyor

BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____, 2026, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

BY: _____ _____
ANDRIA HERR, CHAIRMAN OF THE BOARD — PRINTED NAME

BY: _____ _____
ATTEST SIGNATURE — PRINTED NAME

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT CONFORMS WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____ 2026 AT _____

FILE NO. _____

_____
CLERK OF THE CIRCUIT COURT GRANT MALOY
IN AND FOR SEMINOLE COUNTY, FLORIDA.

BURCH

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT BURPONCE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT OF BURCH, LOCATED IN SEMINOLE COUNTY, FLORIDA, WITHOUT DEDICATING SAID LANDS AND PLAT TO THE PUBLIC OR FOR ANY PUBLIC USE OR BENEFIT, EXCEPT AS EXPRESSLY STATED HEREIN.

THE ACCESS DRAINAGE AND UTILITY EASEMENT, REFERENCED AS GATHERING COVE, SHOWN HEREON IS DEDICATED TO AND TO BE MAINTAINED BY THE OWNERS, SUCCESSORS AND/OR ASSIGNS FOR LOTS 1, 2, 3, AND 4, FOR THE PROPER PURPOSE. SUCH ACCESS, DRAINAGE AND UTILITY EASEMENT OVER THE "FLAG" PORTIONS OF LOTS 1, 2, 3, AND 4 ARE FOR THE COLLECTIVE BENEFIT OF, USE OF, AND UNIMPEDED ACCESS TO AND FROM LOTS 1, 2, 3, AND 4. ACCESS RIGHTS FROM LOTS 1, 2, 3, AND 4 DIRECTLY TO GABRIELLA LANE SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS 1, 2, 3, AND 4, THEIR SUCCESSORS OR ASSIGNS.

LOT 2 IS HEREBY DEDICATED TO ALEXANDRIA PEREZ ZELMAN AND STEVEN ANDREW ZELMAN.

THE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO AND OWNED AND MAINTAINED BY THE PROPERTY OWNER WHERE SAID EASEMENTS ARE LOCATED. AN EMERGENCY ACCESS EASEMENT OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE & STORMWATER SYSTEM.

THE OWNER DOES HEREBY GRANT TO SEMINOLE COUNTY THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS THE GATHERING COVE EASEMENT FOR GOVERNMENTAL PURPOSES INCLUDING BUT NOT LIMITED TO PUBLIC SAFETY, CODE ENFORCEMENT, UTILITIES, STORMWATER, PLANNING AND BUILDING REVIEW AND INSPECTION, AND FOR OTHER SIMILAR PURPOSES. THE OWNER DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS' GUESTS, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED STATES POSTAL SERVICE MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE OWNER, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS EGRESS OVER AND ACROSS SAID GATHERING COVE EASEMENT.

THE UTILITY EASEMENTS SHOWN HEREON ARE DEDICATED TO SEMINOLE COUNTY, PUBLIC UTILITY COMPANIES, AND ARE TO BE OWNED AND MAINTAINED THE OWNERS OF LOTS 1, 2, 3, AND 4.

IN WITNESS WHEREOF, THE UNDERSIGNED, BURPONCE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS OFFICER THEREUNTO DULY AUTHORIZED ON THIS _____, 2026.

BY: _____ DATE: _____
PRINTED NAME: ROBERT B. BURCH, TRUSTEE OF
THE ROBERT B. BURCH TRUST DATED JULY 14, 2020,
AS MANAGER OF BURPONCE HOLDINGS, LLC

SIGNED IN THE PRESENCE OF:

BY: _____ _____
WITNESS SIGNATURE — PRINTED NAME

BY: _____ _____
WITNESS SIGNATURE — PRINTED NAME

STATE OF
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2026, BY ROBERT B. BURCH, TRUSTEE OF THE ROBERT B. BURCH TRUST DATED JULY 14, 2020, AS MANAGER OF BURPONCE HOLDINGS, LLC A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY [ ] HE IS PERSONALLY KNOWN TO ME OR [ ] WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

COMMISSION #: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT I THE UNDERSIGNED, BEING A LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT ON MAY 21, 2024 COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN: THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED AND WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON; AND THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY FLORIDA. DATE: _____

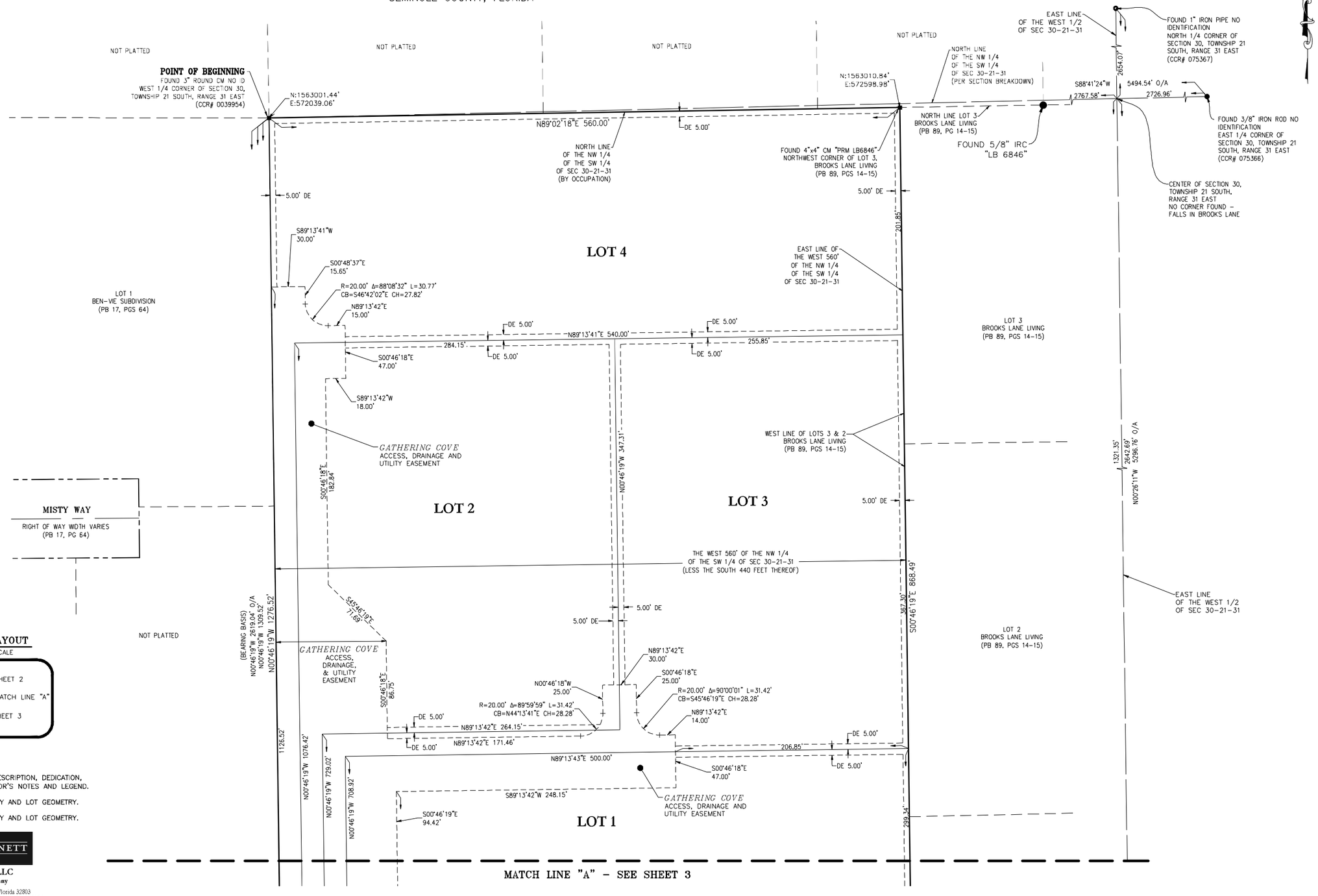
_____
STEVEN E. BLANKENSHIP, P.S.M.
REGISTRATION NO. 5361
POULOS & BENNETT, LLC
2602 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32803
LICENSED BUSINESS #8606

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BURCH

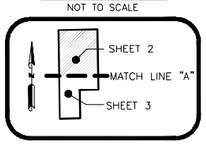
A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

SCALE: 1" = 40'
0 40' 80'



SHEET LAYOUT

NOT TO SCALE



SHEET INDEX:

SHEET 1 OF 3: LEGAL DESCRIPTION, DEDICATION, SURVEYOR'S NOTES AND LEGEND.

SHEET 2 OF 3: BOUNDARY AND LOT GEOMETRY.

SHEET 3 OF 3: BOUNDARY AND LOT GEOMETRY.

POULOS & BENNETT
Poulos & Bennett, LLC
a Pape-Dawson company
2602 E. Livingston Street, Orlando, Florida 32803
7563 Philips Highway, Suite 303, Jacksonville, Florida 32256
Telephone 407.487.2594 www.poulosandbennett.com
Surveying Business Number LB 8606

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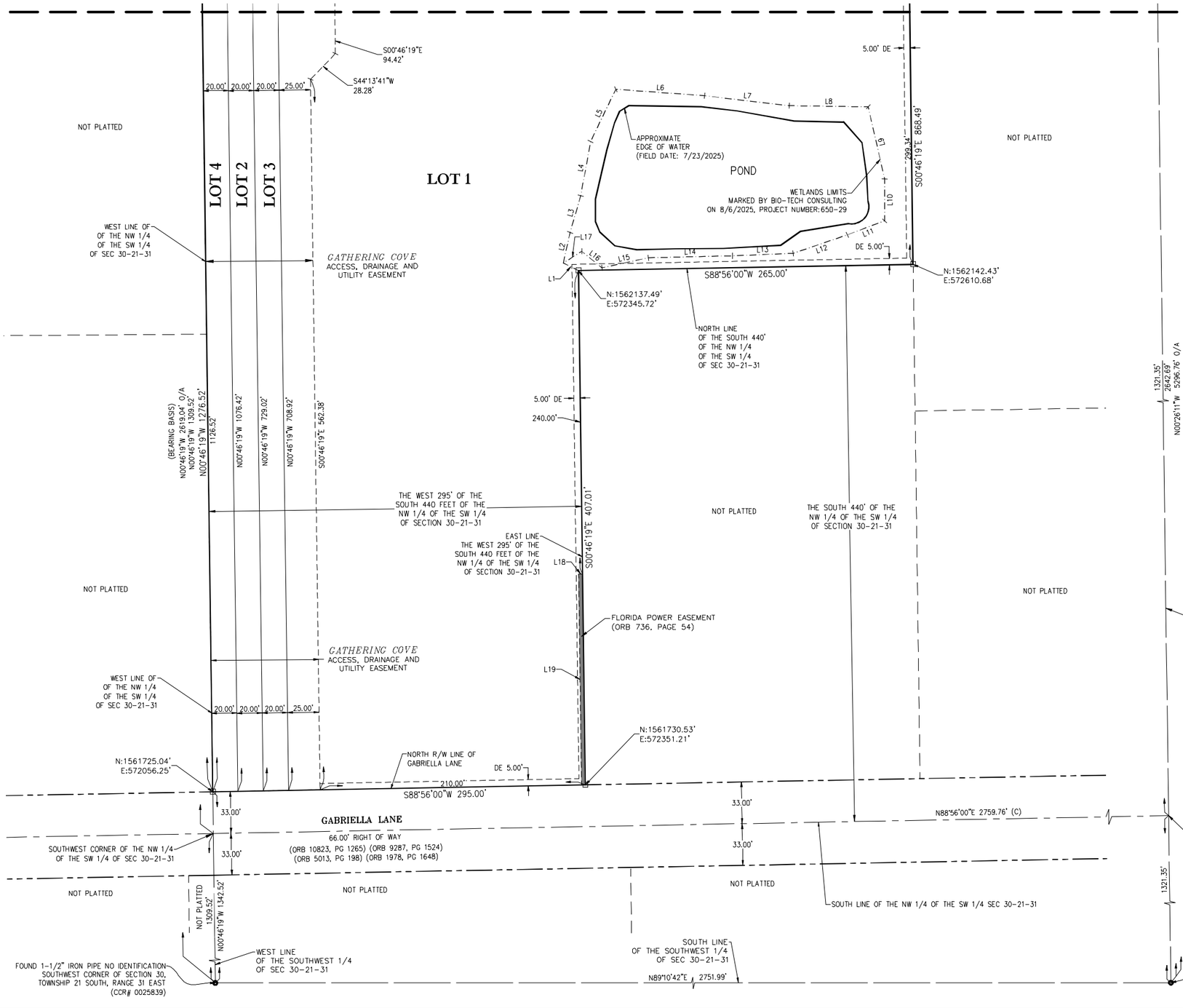
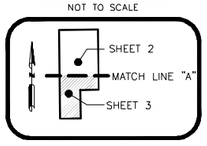


Line Table		
Line #	Bearing	Length
L1	N63°11'57"W	13.36'
L2	N12°28'28"E	24.62'
L3	N16°08'34"E	30.48'
L4	N10°21'16"E	43.50'
L5	N25°43'24"E	45.88'
L6	S85°51'46"E	70.37'
L7	S83°16'22"E	67.63'
L8	S89°11'17"E	62.45'
L9	S12°53'28"E	58.61'
L10	S00°08'38"E	33.05'
L11	S69°26'18"W	31.74'
L12	S71°09'01"W	45.27'
L13	S87°41'55"W	47.94'
L14	S88°38'44"W	66.76'
L15	S77°45'51"W	37.50'
L16	N50°57'19"W	20.72'
L17	S57°40'13"W	17.20'
L18	N88°56'00"E	3.00'
L19	N00°46'19"W	167.00'

SHEET LAYOUT

NOT TO SCALE



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Telephone 407.487.2594 www.poulosandbennett.com
Surveying Business Number LB 8606

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

File Number: 2026-0358

Title:

Adopt the Resolution vacating and abandoning a portion of a utility and sidewalk easement located on Lot 335 of the Wekiva Hunt Club Fox Hunt Section 2 Subdivision, as recorded in Plat Book 18, Pages 84 to 87 of the Public Records of Seminole County, Florida, for property more particularly known as 138 Holderness Drive, Longwood, Florida; (Erik Antalek, Applicant) District 3 - Constantine **(Mike Rhodes, Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting to vacate a portion of a twenty-five (25) foot-wide platted utility and sidewalk easement along the east side of Lot 335 of the Wekiva Hunt Club Fox Hunt Section 2 Subdivision, as recorded in Plat Book 18, Pages 84 to 87 of the Public Records of Seminole County.

The area subject to the requested vacation is seven (7) feet in width by sixty-five (65) feet in length, containing approximately 455 square feet.

The purpose of the request is to accommodate for the pool in the rear yard of the property. There is an existing sidewalk approximately twelve (12) feet away from the edge of the pool screen that will remain unimpeded by the proposed vacation.

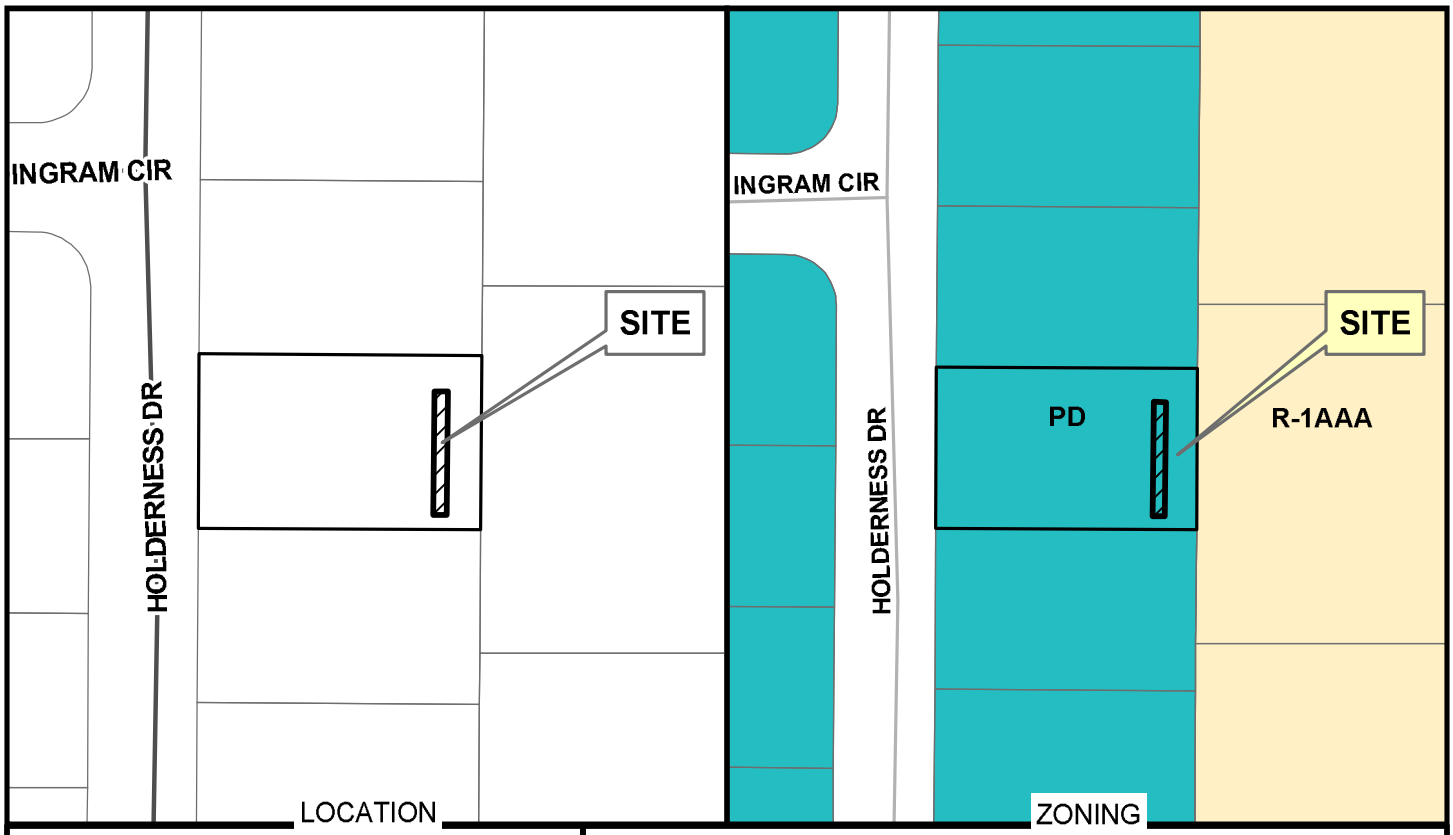
The Applicant has provided letters of no objection to the vacation of a portion of the utility easement from all applicable utility companies. County staff have no objections to the partial vacation and abandonment of the utility and sidewalk easement.

This request complies with the requirements for vacating easements under the

authority of Section 35.181, Land Development Code of Seminole County, and Section 177.101 of the Florida Statutes.

Requested Action:

Staff requests the Board adopt the Resolution vacating and abandoning a portion of a utility and sidewalk easement located on Lot 335 of the Wekiva Hunt Club Fox Hunt Section 2 Subdivision, as recorded in Plat Book 18, Pages 84 to 87 of the Public Records of Seminole County.



HOLDERNESS DR UTILITY EASEMENT VACATE
138 HOLDERNESS DRIVE
LONGWOOD, FL 32779
PARCEL: 05-21-29-508-0000-3350

SEMINOLE COUNTY BCC
JUNE 23, 2026

R-1AAA
PD

N

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF LOT 335, OF WEKIVA HUNT CLUB; FOX HUNT SECTION 2 , ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 84-87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 335; RUN NORTH 89 DEGREES 35 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF LOT 335 A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 07 SECONDS EAST 7.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 27 MINUTES 07 SECONDS EAST A DISTANCE OF 65.00 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 23 SECONDS WEST A DISTANCE OF 7.00 FEET TO A POINT ON THE WEST LINE OF A 25 FOOT UTILITY & SIDEWALK EASEMENT; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID EASEMENT A DISTANCE OF 65.00 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 23 SECONDS EAST A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 455 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY.
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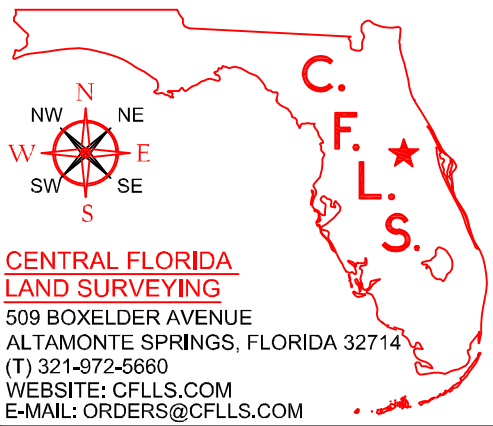
SKETCH OF DESCRIPTION PREPARED FOR VACATING A PORTION OF A 25' UTILITY & SIDEWALK EASEMENT



CENTRAL FLORIDA
LAND SURVEYING
509 BOXELDER AVENUE
ALTAMONTE SPRINGS, FLORIDA 32714
(T) 321-972-5660
WEBSITE: CFLLS.COM
E-MAIL: ORDERS@CFLLS.COM

SKETCH OF DESCRIPTION CERTIFIED TO:
ANTALEK FAMILY REV TRUST
DRAWN BY: DCM
SKETCH DATE: 05/19/2024
SCALE: 1" = 30'
JOB # 390
FILE: SC18-84LOT335-390-SOD
REVISIONS
CHANGED AREA TO BE VACATED 02/01/26

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.

BENJAMIN E. FORDHAM License Number LS7401 STATE OF FLORIDA Professional Surveyor and Mapper

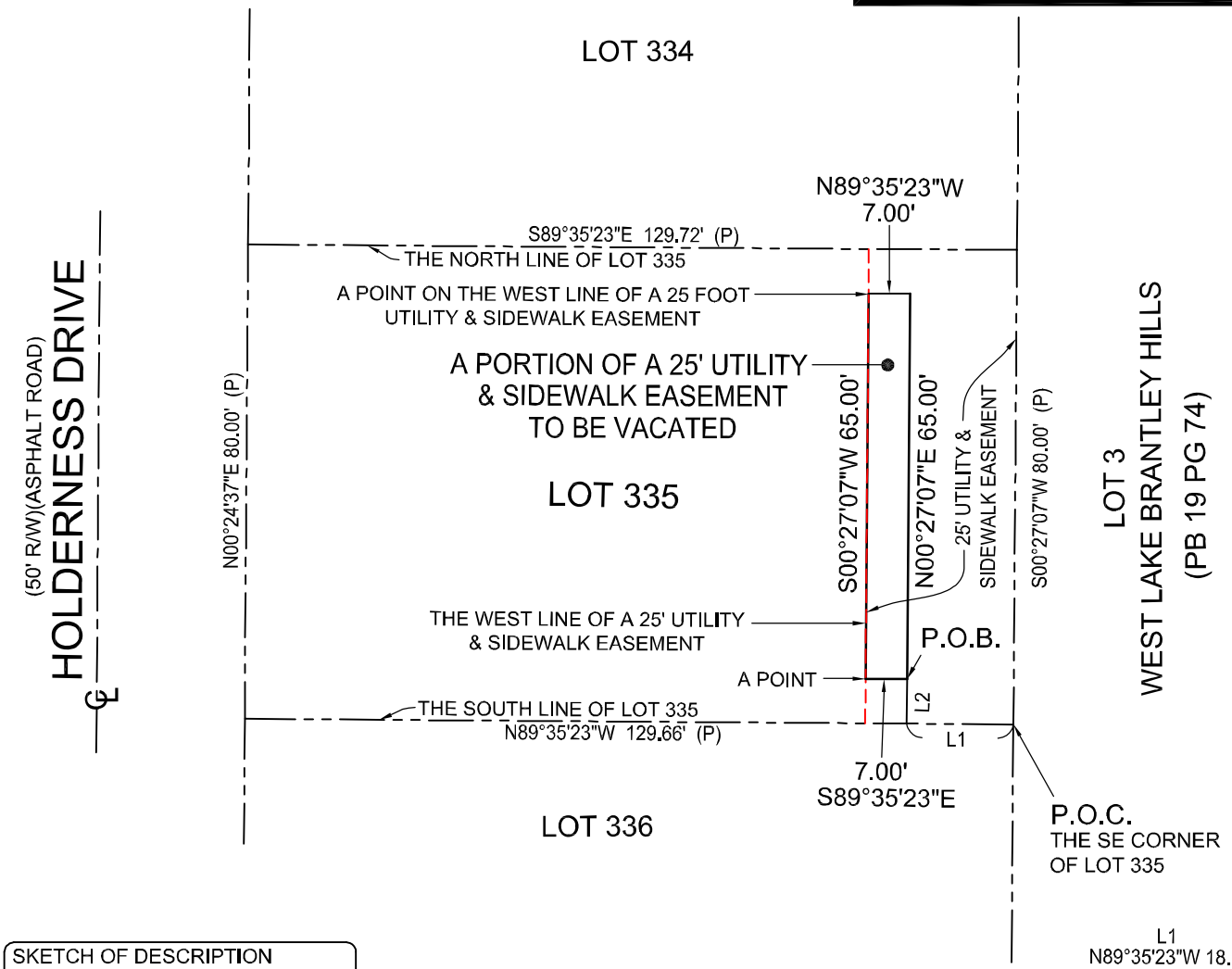
Benjamin E Fordham

Digitally signed by Benjamin E Fordham
Date: 2026.02.01 22:24:39 -05'00'

BENJAMIN E. FORDHAM PSM 7481 LB 8573

THIS SURVEY IS INTENDED ONLY FOR THE USE OF SAID CERTIFIED PARTIES. THIS SURVEY NOT VALID UNLESS SIGNED AND SEALED BY ABOVE LISTED SURVEYOR.

SKETCH OF DESCRIPTION



L1
N89°35'23"W 18.00'

L2
N00°27'07"E 7.50'

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REVISIONS
CHANGED AREA TO BE VACATED 02/01/26

LEGEND

E	- EAST	SF	- SQUARE FEET
N	- NORTH	S	- SOUTH
NE	- NORTHEAST	SE	- SOUTHEAST
NW	- NORTHWEST	SW	- SOUTHWEST
POB	- POINT OF BEGINNING	W	- WEST
		o	- DEGREES
POC	- POINT OF COMMENCEMENT	'	- MINUTES
		"	- SECONDS

GRAPHIC SCALE

0' 15' 30' 60'

SCALE: 1"=30'

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RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A UTILITY AND SIDEWALK EASEMENT LOCATED ON LOT 335 OF WEKIVA HUNT CLUB FOX HUNT SECTION 2 PLAT AS RECORDED IN PLAT BOOK 18, PAGE 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes, authorizes and empowers the Board of County Commissioners (the "Board"), upon the petition of any person(s), to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Eric Antalek, as co-trustee of the Antalek Family Trust, ("Petitioner") petitioned the Board to vacate and abandon the property described in Exhibit A; and

WHEREAS, the Petitioner is the apparent owner of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning in other parts of the subdivision; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above-described utility and sidewalk easement is in the best interest of the County and the public in that the area in question is not required for utility/sidewalk purposes or other public need;

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

Section 1. Recitals. The above recitals are true and are incorporated herein as legislative findings.

Section 2. Findings. Upon request of Petitioner, the Board finds, determines, and declares that the utility and sidewalk easement, as described in Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. Effective Date. This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this 23rd day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

Attachment:
Exhibit A – Legal Description and Sketch

Authority: Section 177.101, Florida Statutes

NJB/kly
5/380/26
T:\Users\kyeager\NJB Documents\2026\Reso 138 Holderness Drive.docx

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION:

A PORTION OF LOT 335, OF WEKIVA HUNT CLUB; FOX HUNT SECTION 2 , ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 84-87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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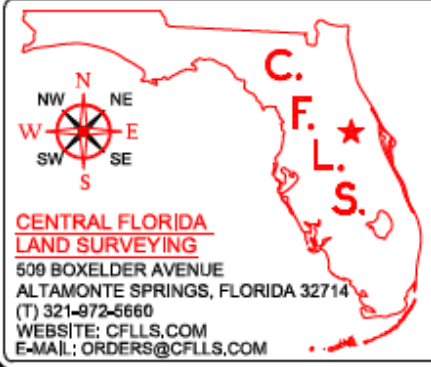

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Benjamin E Fordham

Digitally signed by Benjamin E Fordham
Date: 2026.02.01 22:24:39 -05'00'

BENJAMIN E. FORDHAM PSM 7481 LB 8573

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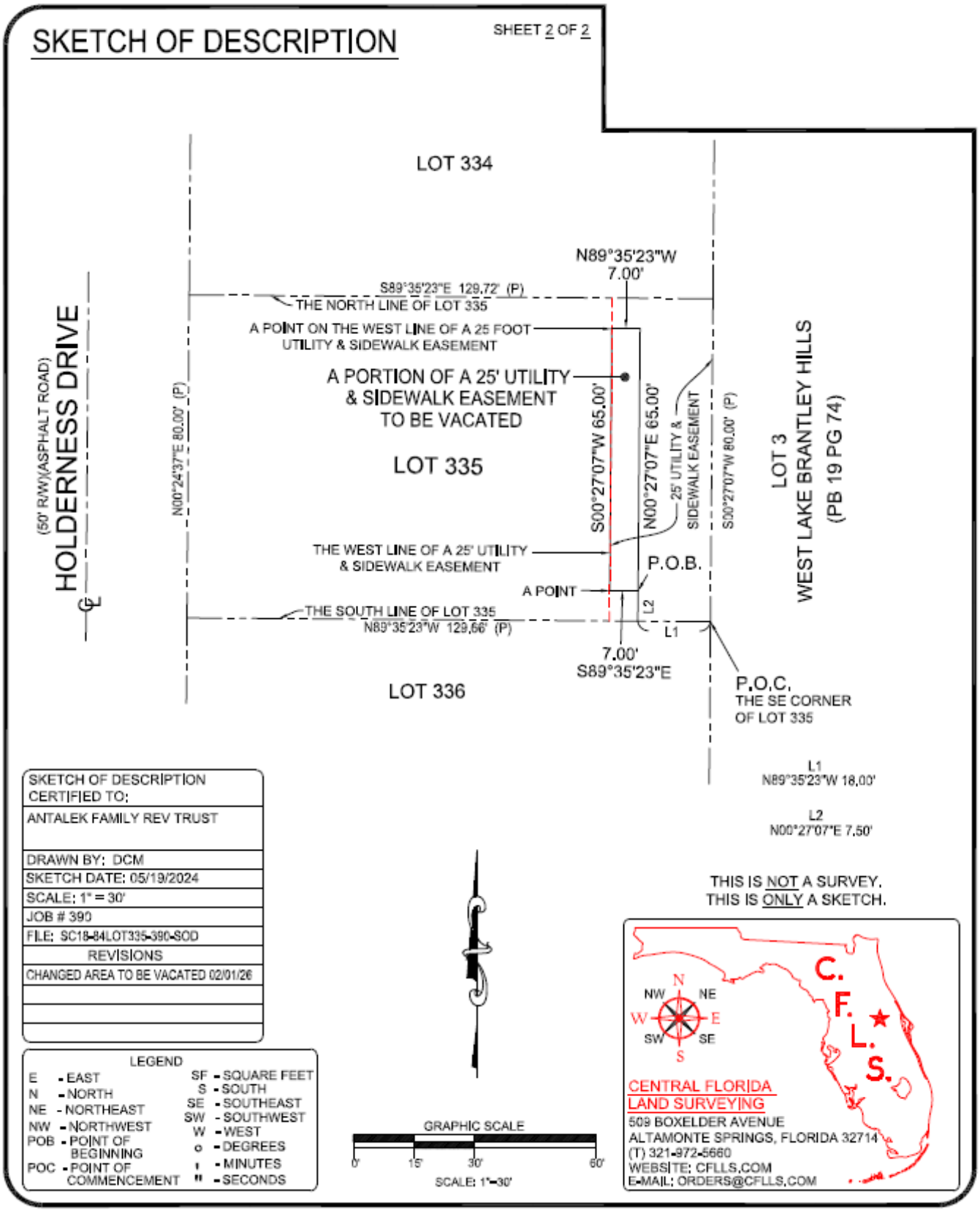
SKETCH OF DESCRIPTION
SHEET 2 OF 2
LOT 334
N89°35'23"W
7.00'
S89°35'23"E 129.72' (P)
THE NORTH LINE OF LOT 335
A POINT ON THE WEST LINE OF A 25 FOOT
UTILITY & SIDEWALK EASEMENT
A PORTION OF A 25' UTILITY
& SIDEWALK EASEMENT
TO BE VACATED
LOT 335
HOLDERNESS DRIVE
(50' R/W)(ASPHALT ROAD)
N00°24'37"E 80.00' (P)
S00°27'07"W 65.00'
N00°27'07"E 65.00'
25' UTILITY &
SIDEWALK EASEMENT
S00°27'07"W 80.00' (P)
LOT 3
WEST LAKE BRANTLEY HILLS
(PB 19 PG 74)
THE WEST LINE OF A 25' UTILITY
& SIDEWALK EASEMENT
P.O.B.
A POINT
L2
THE SOUTH LINE OF LOT 335
N89°35'23"W 129.66' (P)
L1
7.00'
S89°35'23"E
LOT 336
P.O.C.
THE SE CORNER
OF LOT 335
L1
N89°35'23"W 18.00'
L2
N00°27'07"E 7.50'
SKETCH OF DESCRIPTION
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DRAWN BY: DCM
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W - WEST
° - DEGREES
' - MINUTES
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GRAPHIC SCALE
0'
15'
30'
60'
SCALE: 1"=30'
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THIS IS ONLY A SKETCH.
N
NW
NE
W
E
SW
SE
S
C.
F.
L.
S.
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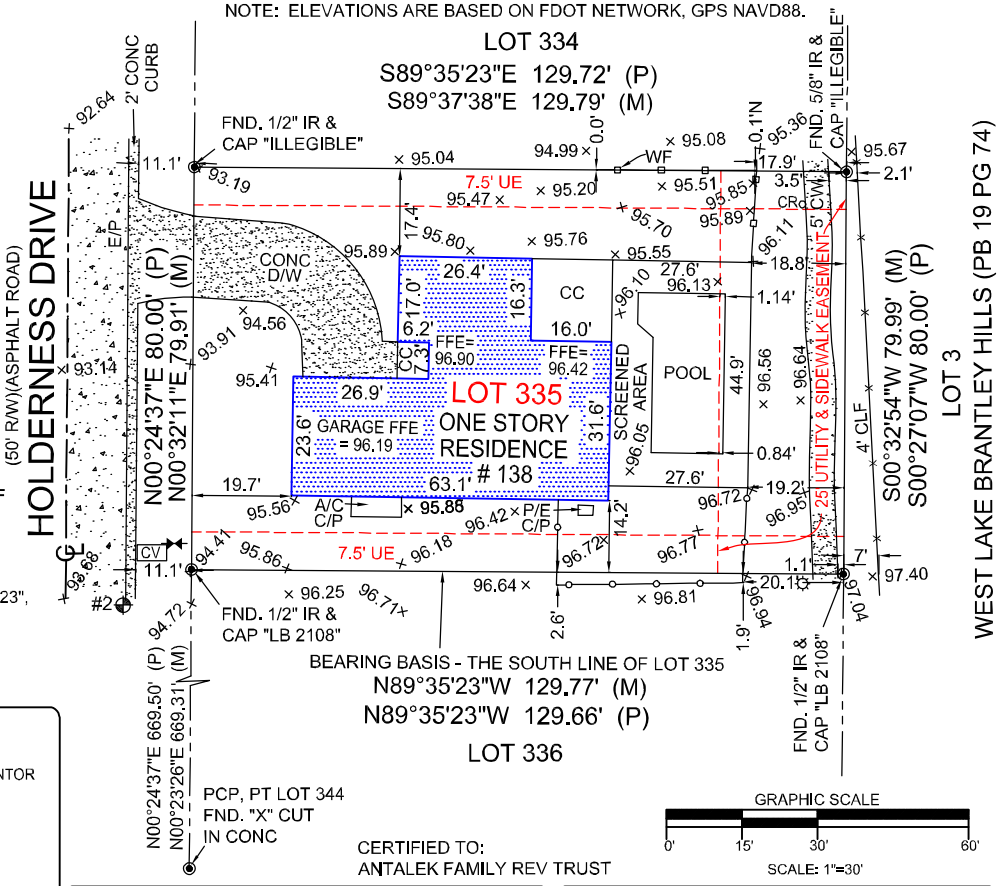
MAP OF SURVEY



SITE BENCHMARK INFORMATION

#1 SET 1/2" IR, NO CAP, ± 27' S AND ± 45' W OF THE NW CORNER OF LOT 335
ELEVATION: 93.67'

#2 SET N&D "CFLS LB 8523", ± 7' S AND ± 13' W OF THE SW CORNER OF LOT 335
ELEVATION: 93.55'

CERTIFIED TO:
ANTALEK FAMILY REV TRUST

SCALE: 1"=30'

LEGEND:

A/C - AIR CONDITIONER
BM - BENCHMARK
BP - BACKFLOW PREVENTOR
(C) - CALCULATED
℄ - CENTERLINE
CBW - CONC BLOCK WALL
CV - CABLE VAULT
CRo - CABLE RISER
CLF - CHAIN LINK FENCE
CONC - CONCRETE
CM - CONCRETE MONUMENT
CC - COVERED CONC
COVD - COVERED
C/P - CONC PAD
C/S - CONC STEPS
CW - CONCRETE SIDEWALK
DE - DRAINAGE EASEMENT
D/W - DRIVEWAY
E - EAST
EV - ELECTRIC VAULT
EM - ELECTRIC METER
ERo - ELECTRIC RISER
E/P - EDGE OF PAVEMENT
FND - FOUND
FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
FFE - FINISHED FLOOR ELEVATION
FH - FIRE HYDRANT
FIRM - FLOOD INSURANCE RATE MAP
GA - GUY ANCHOR
ID - IDENTIFICATION
IP - IRON PIPE
IR - IRON REBAR
L - ARC LENGTH
LSA - LANDSCAPE AREA
LP - LIGHT POLE
(M) - MEASURED
MF - METAL FENCE
MS - METAL SHED
N - NORTH
NE - NORTHEAST
NW - NORTHWEST
N&D - NAIL & DISK
N.R. - NON-RADIAL
O/W - OVERHEAD WIRE
(P) - PLAT
PB - PLAT BOOK
PC - POINT OF CURVATURE
P/E - POOL EQUIPMENT
PG - PAGE
PCP - PERMANENT CONTROL POINT
ORB - OFFICIAL RECORDS BOOK
PRC - POINT OF REVERSE CURVATURE
PT - POINT OF TANGENCY
R - RADIUS
RAD - RADIAL
RP - RADIUS POINT
R/W - RIGHT OF WAY
S - SOUTH
S.E. - SIDEWALK EASEMENT
SE - SOUTHEAST
SW - SOUTHWEST
SF - SQUARE FEET
SN - SIGN
SAN - SANITARY MANHOLE
STM - STORM MANHOLE
STM - STORM INLET
T - TRANSFORMER
TRo - TELEPHONE RISER
TYP - TYPICAL
VF - VINYL FENCE
VS - VINYL SHED
WM - WATER METER
WV - WATER VALVE
UE - UTILITY EASEMENT
W - WEST
WF - WOOD FENCE
W/S - WOOD STEPS
WP - WOOD UTILITY POLE

GENERAL SURVEY NOTES:

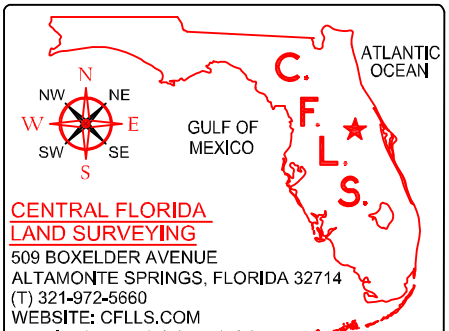
1. SURVEY IS BASED UPON THE LEGAL DESCRIPTION RECORDED IN INSTRUMENT # 2016092774, SEMINOLE COUNTY, FLORIDA.
2. ABUTTING PROPERTIES DEEDS HAVE NOT BEEN RESEARCHED FOR GAPS, OVERLAPS AND/OR HIATUS.
3. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.
4. BEARING BASIS SHOWN IS BASED ON THE SOUTH LINE OF LOT 335, BEING N89°35'23"W PER PLAT.
5. BUILDING TIES ARE NOT TO BE USED TO RECONSTRUCT PROPERTY LINES.
6. FENCE OWNERSHIP IS NOT DETERMINED.
7. ROOF OVERHANGS, UNDERGROUND UTILITIES AND/OR FOOTERS HAVE NOT BEEN LOCATED UNLESS OTHERWISE NOTED.
8. SEPTIC TANKS AND/OR DRAINFIELD LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY APPROPRIATE UTILITY LOCATION COMPANIES.
9. USE OF THIS SURVEY FOR PURPOSES OTHER THAN INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.
10. THIS PROPERTY IS IN ZONE X, BASED ON FLOOD INSURANCE RATE MAP NO. 12117C0145F, WITH AN EFFECTIVE DATE OF 09/28/2007, UNINCORPORATED AREAS, SEMINOLE COUNTY, FLORIDA.
11. FLOOD ZONE DETERMINATION SHOWN HERON IS SUBJECT TO FINAL APPROVAL BY F.E.M.A. THIS DETERMINATION MAY BE AFFECTED BY FLOOD FACTORS AND/OR OTHER INFORMATION NEITHER KNOWN BY NOR GIVEN TO THIS SURVEYING COMPANY AT THE TIME OF THIS ENDEAVOR. CENTRAL FLORIDA LAND SURVEYING AND THE SIGNING SURVEYOR ASSUME NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION.
12. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.

LEGAL DESCRIPTION:

LOT 335, OF WEKIVA HUNT CLUB; FOX HUNT SECTION 2 , ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 84-87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
CONTAINS 10,375 SF OR 0.24 ACRES ±
138 HOLDERNESS DR, LONGWOOD, FL 32779
PARCEL ID # 05-21-29-508-0000-3350

JOB # 390	FILE: SC18-84LOT335-390
SCALE: 1" = 30'	DRAWN BY: DCM
FIELD DATE: 05/09/2025	SIGNED DATE: 05/19/2025

REVISIONS:



CENTRAL FLORIDA LAND SURVEYING
509 BOXELDER AVENUE
ALTAMONTE SPRINGS, FLORIDA 32714
(T) 321-972-5660
WEBSITE: CFLLS.COM
E-MAIL: ORDERS@CFLLS.COM

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION ON THE DATE SHOWN, BASED ON INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Benjamin E Fordham
Digitally signed by Benjamin E Fordham
Date: 2025.05.19 23:41:38 -04'00'

BENJAMIN E. FORDHAM License Number LS7481 STATE OF FLORIDA Professional Surveyor and Mapper

BENJAMIN E. FORDHAM PSM 7481 LB 8573

THIS SURVEY IS INTENDED ONLY FOR THE USE OF SAID CERTIFIED PARTIES. THIS SURVEY NOT VALID UNLESS SIGNED AND SEALED BY THE ABOVE LISTED SURVEYOR.

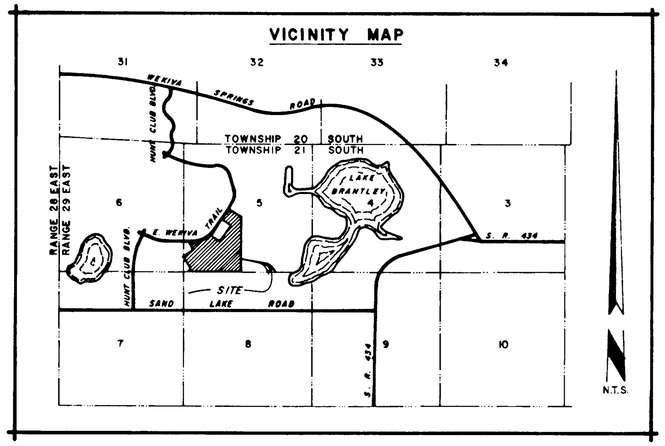
"WEKIVA HUNT CLUB"
FOX HUNT SECTION 2

SECTIONS 5 & 6, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN S.89°40'32"E. ALONG THE SOUTH LINE OF SECTION 6, A DISTANCE OF 39.80 FEET TO A POINT OF BEGINNING: THENCE CONTINUE S.89°40'32"E, ALONG SAID SOUTH LINE OF SECTION 5, A DISTANCE OF 2101.51 FEET; THENCE N.00°27'07"E. 1319.79 FEET TO THE SOUTHWEST CORNER OF LAKE BRANTLEY HILLS AS RECORDED IN PLAT BOOK "12", PAGE 37, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N.00°29'02"E., ALONG THE WEST LINE OF SAID LAKE BRANTLEY HILLS, 919.47 FEET; THENCE N.70°19'29"W. 86.21 FEET; THENCE N.44°36'40"W. 420.00 FEET; THENCE N.89°06'05"W. 100.87 FEET TO A P.O.C. CONCAVE NORTHWESTERLY WITH A RADIUS OF 976.88 FEET, A CENTRAL ANGLE ANGLE OF 08°29'25", AND A TANGENT BEARING OF S.36°53'55"W., SAID POINT ALSO BEING ON THE SOUTHEASTERLY R/W LINE OF EAST WEKIVA TRAIL ACCORDING TO THE PLAT OF "HUNT CLUB BOULEVARD" & "EAST WEKIVA TRAIL", AS RECORDED IN PLAT BOOK "18", PAGES 49, 50 & 51 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA,; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE & SAID SOUTHEASTERLY R/W LINE, 144.76 FEET TO THE P.T; THENCE S.45°28'20"W., ALONG AFORESAID SOUTHEASTERLY R/W LINE, 435.00 FEET; THENCE LEAVING AFORESAID SOUTHEASTERLY R/W LINE. RUN S.44°36'40"E. 672.13 FEET; THENCE S.44°57'00"W. 968.03 FEET; THENCE N.44°36'40"W. 679.55 FEET TO A POINT ON THE AFORESAID SOUTHEASTERLY R/W LINE OF EAST WEKIVA TRAIL; THENCE S.45°23'20"W, ALONG SAID SOUTHEASTERLY R/W LINE, 177.39 FEET TO THE P.C. OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 993.66 FEET AND A CENTRAL ANGLE OF 32°36'40"; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND AFORESAID SOUTHEASTERLY R/W LINE, 565.56 FEET TO THE P.T.; THENCE LEAVING AFORESAID SOUTHEASTERLY R/W LINE, RUN S.12°00'00"E. 110.00 FEET; THENCE S.39°14'29"E. 270.07 FEET; THENCE S.47°06'21"W. 177.40 FEET; THENCE N.42°53'39"W. 18.49 FEET; THENCE S.47°06'21"W. 117.22 FEET; THENCE S.27°10'47"E. 183.76 FEET; THENCE S.06°43'09"E. 50.26 FEET; THENCE S.01°00'30"E. 100.00 FEET; THENCE S.18°00'00"E. 161.72 FEET; THENCE S.27°58'55"E. 133.60 FEET; THENCE S.44°57'00"W. 129.84 FEET TO THE P.O.B. CONTAINING 78.7472 ACRES MORE OR LESS

HENRICH, INC.
SURVEYING & MAPPING
217 E. SANLANDO SPRINGS ROAD
LONGWOOD FLORIDA, 32750
305-831-7224

VICINITY MAP



SHEET 1 OF 4 SHEETS

PLAT BOOK 18
AND PAGE 84

"WEKIVA HUNT CLUB" FOX HUNT SECTION 2
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS & EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on APRIL 27, 1973

UNITED ASSOC. INC.
By James E. Russell Jr.
President

Attest: John F. Lowndes
Secretary

Signed and sealed in the presence of:
Nela C. Holtz
Val D. Fowler

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on April 27, 1973 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared JAMES E. RUSSELL, JR. and JOHN F. LOWNDES respectively The President and Secretary of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Nela C. Holtz
NOTARY PUBLIC
My Commission Expires OCTOBER 5, 1974

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor of HENRICH, INC. does hereby certify that on MAY 2, 1973 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida. Dated MAY 11, 1973

L. F. Henrich Registration No. 1263

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on JUNE 13 1973 the Seminole County Planning & Zoning Commission approved the above plat.

William Kirchhoff

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved:
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on 6-19-73 the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

Chairman of the Board.

Attest: Arthur H. Beckwith Jr.
Clerk of the Board.

"WEKIVA HUNT CLUB" FOX HUNT SECTION 2
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporations named below, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS & EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and their corporate seals to be affixed hereto on MAY 22, 1973

A JOINT VENTURE OF:
WEKIVA HUNT CLUB, INC. AND MAGNOLIA SERVICE CORPORATION

By Lester N. Mandell
President

Attest: S. Estrada
Secretary

Signed and sealed in the presence of:
Val D. Fowler
Nela C. Holtz

By Donald R. Greer
President

Attest: Virginia Evans Austin
Secretary

Signed and sealed in the presence of:
Val D. Fowler
Nela C. Holtz

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on MAY 22, 1973 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared LESTER N. MANDELL, PRESIDENT, AND JOHN F. LOWNDES, SECRETARY, OF WEKIVA HUNT CLUB, INC. AND DONALD R. GREER, PRESIDENT, AND VIRGINIA E. AUSTIN, SECRETARY, OF MAGNOLIA SERVICE CORPORATION, officers of the above named corporations incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Nela C. Holtz
NOTARY PUBLIC
My Commission Expires OCTOBER 5, 1974

MORTGAGEE APPROVAL

MORTGAGEE AGREES, That in event of foreclosure all parcels shown on this plat as dedicated public thoroughfares shall be excluded from suit.

FIRST NATIONAL BANK OF MIAMI
By Edward J. Dennison
ASSISTANT VICE President

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on 6-25-73 at 10:57 AM File No 096787

Arthur H. Beckwith Jr.
Clerk of the Circuit Court
In and for Seminole County, Florida

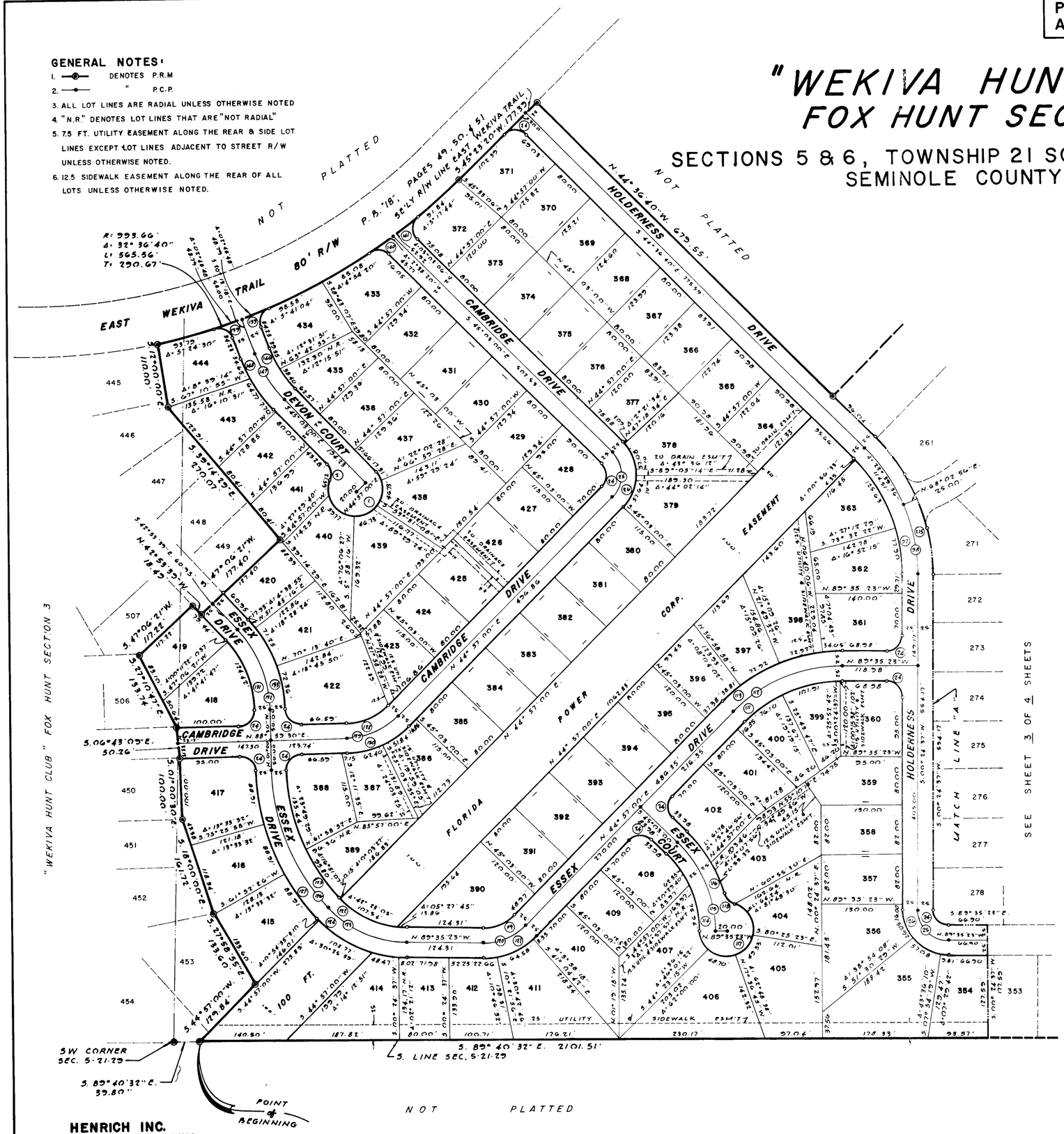
PLAT BOOK 18
AND PAGE 85

"WEKIVA HUNT CLUB"
FOX HUNT SECTION 2

SECTIONS 5 & 6, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

GENERAL NOTES:

1. ⊙— DENOTES P.R.M
2. —● " P.C.P.
3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED
4. "N.R." DENOTES LOT LINES THAT ARE "NOT RADIAL"
5. 7.5 FT. UTILITY EASEMENT ALONG THE REAR & SIDE LOT LINES EXCEPT LOT LINES ADJACENT TO STREET R/W UNLESS OTHERWISE NOTED.
6. 12.5 SIDEWALK EASEMENT ALONG THE REAR OF ALL LOTS UNLESS OTHERWISE NOTED.

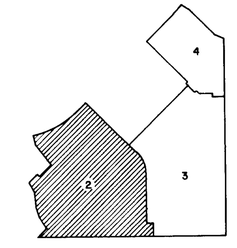


SCALE 1" = 100'

100' 0 100' 200' 300'
GRAPHIC SCALE

CURVE DATA

NO	DELTA	RADIUS	TANGENT	LENGTH
1	244° 37' 23"	65.00'	—	138.13'
2	64° 37' 23"	25.00'	15.81'	28.20'
24	90° 00' 00"	25.00'	25.00'	39.27'
25	90° 00' 00"	50.00'	50.00'	78.54'
26	90° 00' 00"	75.00'	75.00'	117.81'
97	45° 01' 17"	764.55'	157.64	307.88
98	45° 01' 17"	289.55'	120.00	227.52'
111	45° 27' 37"	225.64'	94.53'	177.03'
112	45° 27' 37"	250.64'	105.00'	198.87'
113	45° 27' 37"	275.64'	115.47'	218.70'
114	45° 27' 37"	174.59'	73.01'	138.29'
115	45° 27' 37"	199.39'	83.49'	158.18'
116	97° 54' 57"	224.29'	99.72'	117.10'
117	252° 38' 30"	65.00'	—	198.62'
118	57° 05' 46"	25.00'	13.80'	24.91'
119	45° 27' 37"	70.48'	29.53'	55.92'
120	45° 27' 37"	95.48'	40.00'	75.76'
121	45° 27' 37"	120.48'	50.47'	95.59'
122	97° 54' 17"	145.38'	94.58'	121.55'
123	97° 54' 17"	170.38'	75.69'	145.46'
124	97° 54' 17"	195.38'	86.77'	166.36'
125	60° 40' 36"	325.71'	170.73'	231.24'
126	60° 40' 36"	350.71'	183.00'	248.99'
127	60° 40' 36"	375.71'	139.27'	266.73'
128	44° 02' 30"	98.62'	39.89'	75.81'
129	44° 02' 30"	123.62'	50.00'	95.03'
130	44° 02' 30"	148.62'	60.11'	114.24'
131	61° 53' 09"	170.77'	65.43'	184.77'
132	61° 53' 09"	195.97'	75.00'	149.26'
133	61° 53' 09"	220.97'	84.57'	191.54'
139	87° 11' 12"	25.00'	23.80'	38.04'
140	78° 34' 30"	2500'	20.45'	34.28'
141	95° 44' 04"	25.00'	27.64'	41.77'
142	244° 49' 42"	179.43'	39.50'	77.75'
147	244° 49' 42"	204.43'	45.00'	88.59'
148	244° 49' 42"	229.43'	50.50'	99.42'
215	45° 01' 17"	314.45'	130.32'	247.09'



SHEET 2 OF 4 SHEETS

HENRICH INC.
SURVEYING & MAPPING
217 E. SANLANDO SPRINGS ROAD
LONGWOOD, FLORIDA, 32750
305-831-7224

"WEKIVA HUNT CLUB"
FOX HUNT SECTION 2

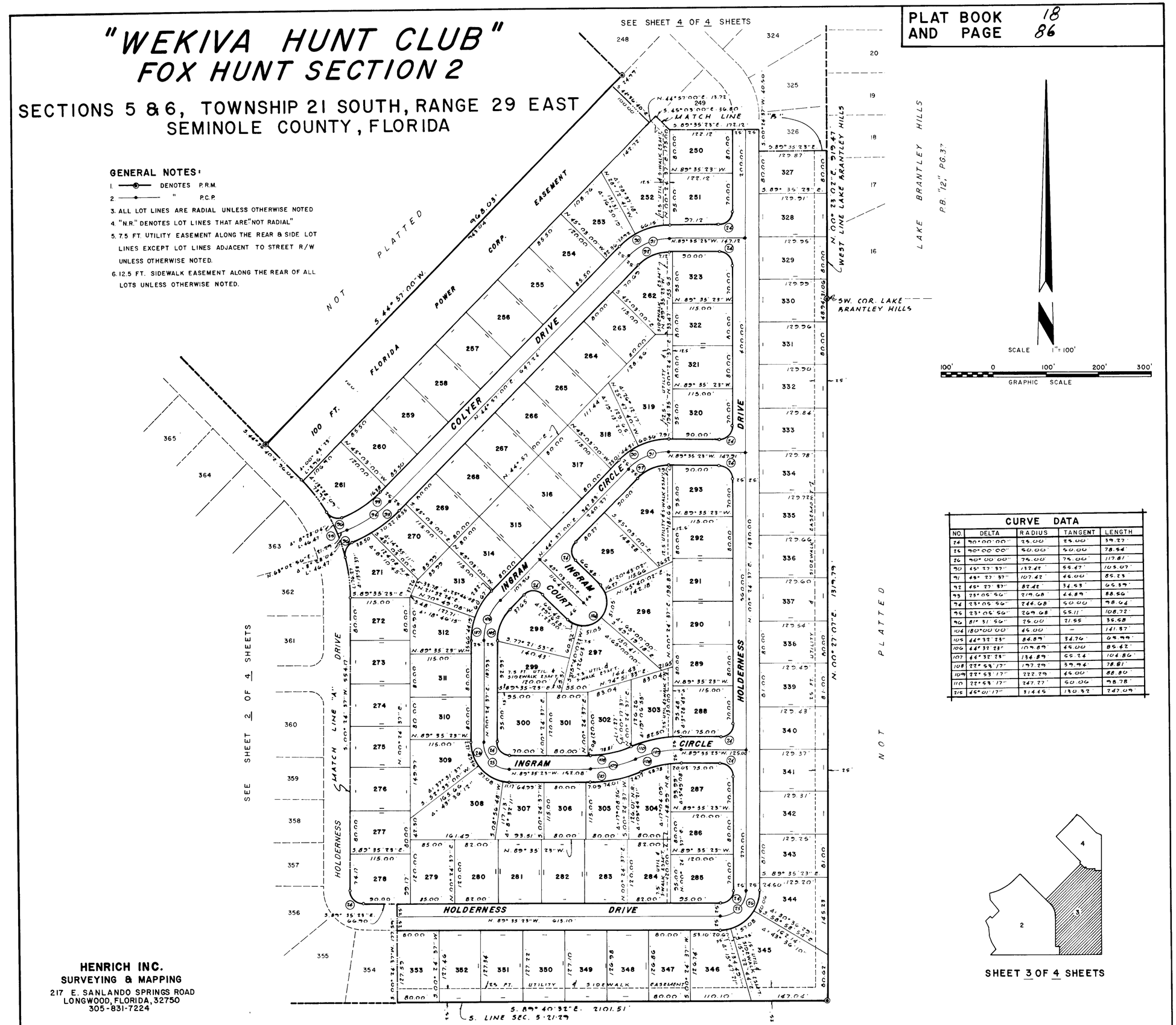
SECTIONS 5 & 6, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

PLAT BOOK 18
AND PAGE 86

SEE SHEET 4 OF 4 SHEETS

GENERAL NOTES:

1. —●— DENOTES P.R.M.
2. —○— " P.C.P.
3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED
4. "N.R." DENOTES LOT LINES THAT ARE "NOT RADIAL"
5. 7.5 FT. UTILITY EASEMENT ALONG THE REAR & SIDE LOT LINES EXCEPT LOT LINES ADJACENT TO STREET R/W UNLESS OTHERWISE NOTED.
6. 12.5 FT. SIDEWALK EASEMENT ALONG THE REAR OF ALL LOTS UNLESS OTHERWISE NOTED.



CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
24	90°00'00"	25.00'	25.00'	39.27'
25	90°00'00"	50.00'	50.00'	78.54'
26	90°00'00"	75.00'	75.00'	117.81'
90	45°27'37"	132.48'	55.47'	105.07'
91	49°27'37"	107.42'	46.00'	85.23'
92	45°27'37"	82.42'	34.53'	65.39'
93	23°05'56"	219.68'	44.89'	88.56'
94	23°05'56"	244.68'	50.00'	98.64'
95	23°05'56"	269.68'	55.11'	108.72'
96	81°31'56"	75.00'	21.55'	35.68'
104	180°00'00"	45.00'	—	141.37'
105	44°32'23"	84.89'	34.76'	65.99'
106	44°32'23"	109.89'	45.00'	85.42'
107	44°32'23"	134.89'	55.24'	104.86'
108	22°59'17"	197.29'	39.96'	78.81'
109	22°59'17"	222.29'	45.00'	88.80'
110	22°59'17"	247.27'	50.06'	98.78'
216	46°01'17"	314.45'	130.32'	247.09'

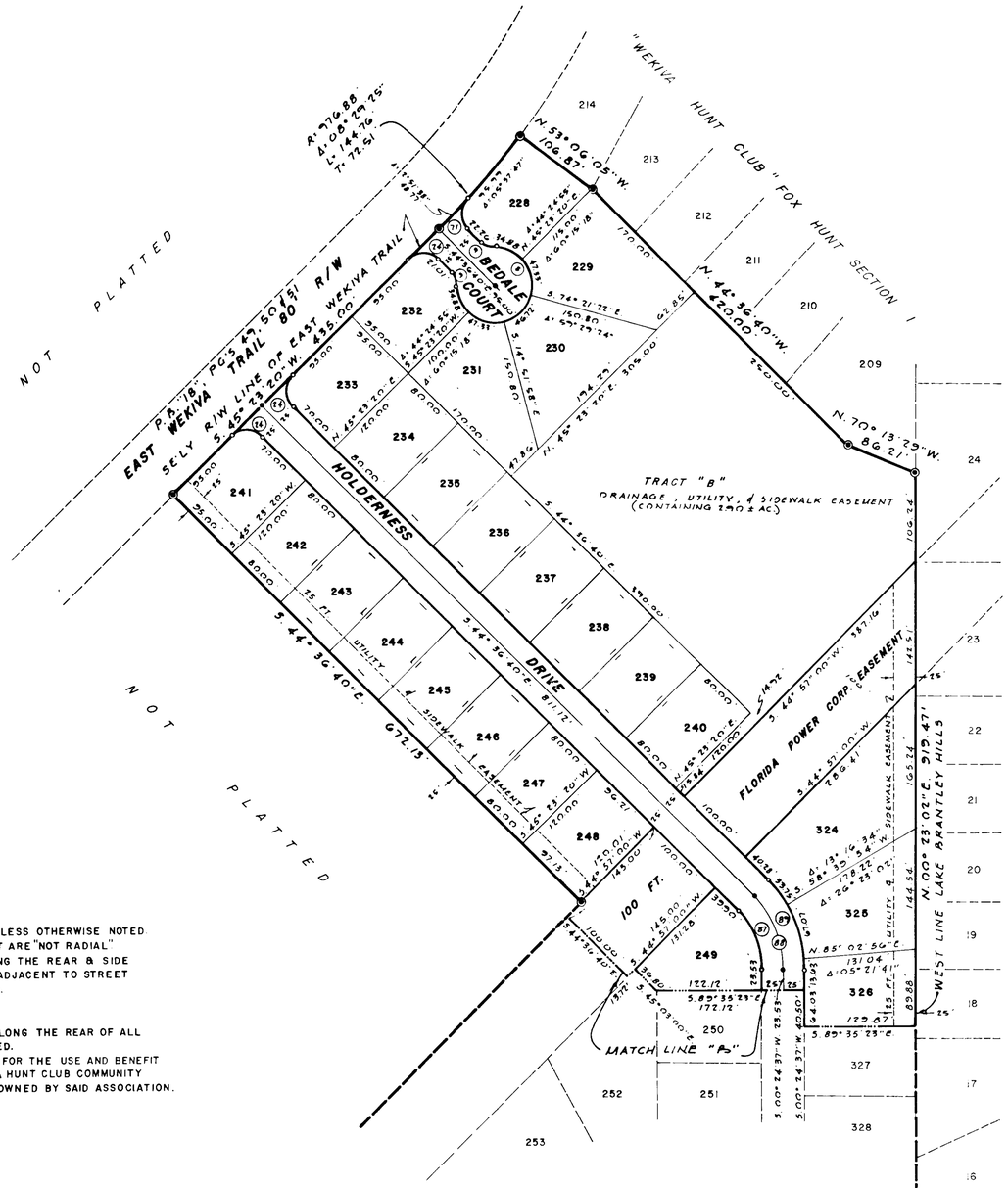
SHEET 3 OF 4 SHEETS

HENRICH INC.
SURVEYING & MAPPING
217 E. SANLANDO SPRINGS ROAD
LONGWOOD, FLORIDA, 32750
305-831-7224

PLAT BOOK 18
AND PAGE 87

"WEKIVA HUNT CLUB"
FOX HUNT SECTION 2

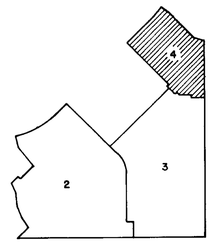
SECTIONS 5 & 6, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA



SCALE 1"=100'

100' 0 100' 200' 300'
GRAPHIC SCALE

CURVE DATA				
NO.	DELTA	RADIUS	TANGENT	LENGTH
24	90°00'00"	25.00'	25.00	39.27'
8	268°49'50"	45.00'	—	211.14'
9	44°24'55"	25.00'	10.21'	19.38'
71	87°08'22"	25.00'	23.78'	38.02'
87	45°01'17"	95.65'	33.64'	75.16'
88	45°01'17"	120.65'	50.00	94.80
89	45°01'17"	145.65'	60.36	114.45'



SHEET 4 OF 4 SHEETS

GENERAL NOTES:

1. —◉— DENOTES P.R.M.
2. —●— " P.C.P.
3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
4. "N.R." DENOTES LOT LINES THAT ARE "NOT RADIAL"
5. 7.5 FT. UTILITY EASEMENT ALONG THE REAR & SIDE LOT LINES EXCEPT LOT LINES ADJACENT TO STREET R/W UNLESS OTHERWISE NOTED.
6.
7. 12.5 FT. SIDEWALK EASEMENT ALONG THE REAR OF ALL LOTS UNLESS OTHERWISE NOTED.
8. TRACT "B" DENOTES PARK AREA FOR THE USE AND BENEFIT OF ALL MEMBERS OF THE "WEKIWA HUNT CLUB COMMUNITY ASSOCIATION, INC." AND TO BE OWNED BY SAID ASSOCIATION.

SEE SHEET 3 OF 4 SHEETS

HENRICH, INC.
SURVEYING & MAPPING
217 E. SANLANDO SPRINGS ROAD
LONGWOOD, FLORIDA, 32750
305-831-7224

File Number: 2026-0437

Title:

Adopt the Resolution vacating and abandoning a utility easement located on Lot 29 of the Big Tree Crossing Phase 1 Subdivision, as recorded in Plat Book 27, Pages 20 and 21 of the Public Records of Seminole County, Florida, for property more particularly known as 786 Big Tree Drive, Longwood, Florida; (Judy Deac, Applicant) District4 - Lockhart **(Mike Rhodes, Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicant is requesting to vacate a seven-and-one-half (7.5) foot-wide platted utility easement along the northwest side of Lot 29 of the Big Tree Crossing Phase 1 Subdivision, as recorded in Plat Book 27, Pages 20 and 21 of the Public Records of Seminole County. The area subject to the requested vacate is seven-and-one-half (7.5) feet in width and 142.6 feet in length, containing approximately 1,069.5 square feet.

The purpose of the request is to accommodate storage containers in the rear yard of the property. On January 26, 2026, the applicant secured approval of a rear yard setback variance for the storage containers from the required ten (10) foot setback to zero (0) feet in the M-1 (Industrial) zoning district. The proposed vacate would allow the applicant to move forward with permitting the containers.

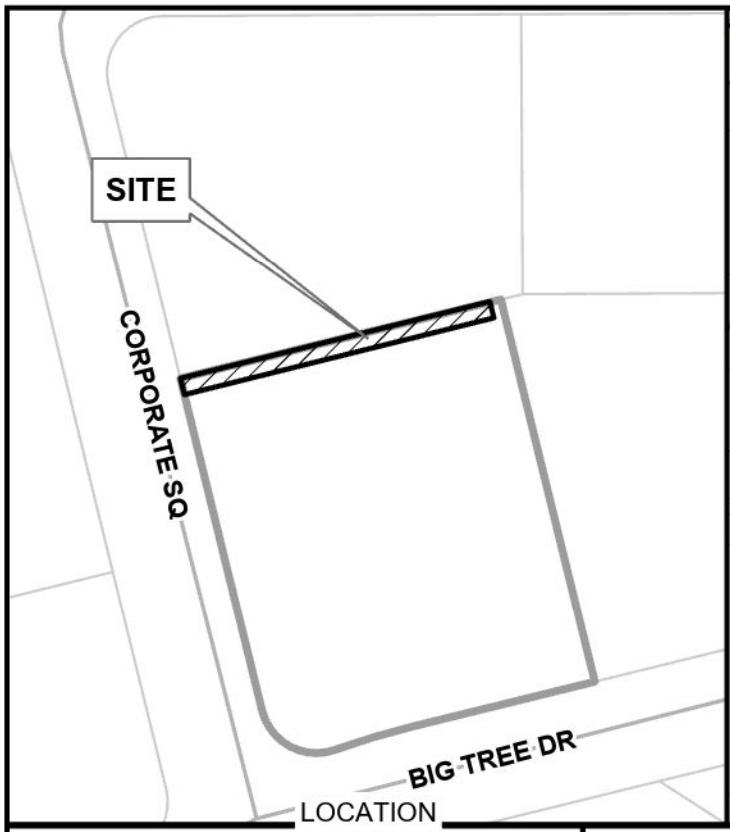
The Applicant has provided letters of no objection to the vacation of a portion of the utility easement from all applicable utility companies. County staff has no objections to the partial vacation and abandonment of the utility easement.

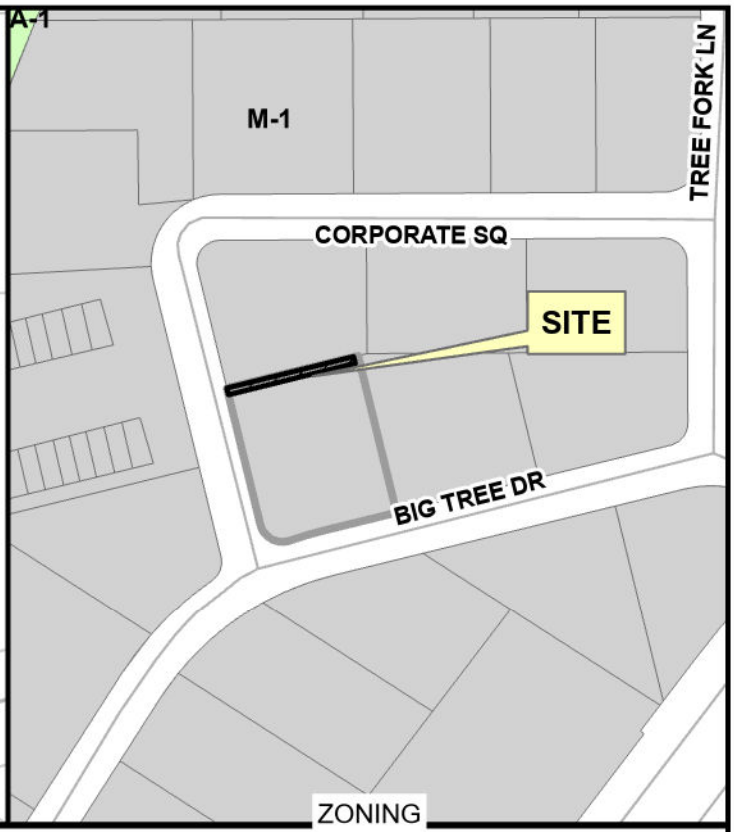
This request complies with the requirements for vacating easements under the

authority of Section 35.181, Land Development Code of Seminole County, and Section 177.101 of the Florida Statutes.

Requested Action:

Staff requests the Board adopt the Resolution vacating and abandoning a utility easement located on Lot 29 of the Big Tree Crossing Phase 1 Subdivision, as recorded in Plat Book 27, Pages 20 and 21 of the Public Records of Seminole County.





DEAC III LLC
UTLITITY EASEMENT VACATE
786 BIG TREE DR
LONGWOOD, FL 32750
PARCEL: 29-20-30-510-0000-0290

SEMINOLE COUNTY BCC
JUNE 23, 2026

A-1
M-1

N

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 29 OF THE BIG TREE CROSSING PHASE ONE SUBDIVISION AS RECORDED IN PLAT BOOK 27, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes, authorizes and empowers the Board of County Commissioners (the "Board"), upon the petition of any person(s), to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Judith Deac, authorized member of OUR FAMILY DREAMS, LLC, authorized member of DEAC III LLC ("Petitioner"), petitioned the Board to vacate and abandon the property described in Exhibit A; and

WHEREAS, the Petitioner is the apparent owners of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above-described utility easement is in the best interest of the County and the public in that the area in question is not required for utility purposes or other public need;

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

Section 1. Recitals. The above recitals are true and are incorporated herein as legislative findings.

Section 2. Findings. Upon request of Petitioner, the Board finds, determines, and declares that the utility easement described in Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. Effective Date. This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this 23rd day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

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

Attachment:
Exhibit A – Legal Description

Authority: Section 177.101, Florida Statutes

NJB/kly
5/18/2026
T:\Users\kyeager\NJB Documents\2026\Reso Utility Vacate - 786 Big Tree May6(26).docx

Sheet 1 of 2

Sketch of Description

Patrick K Ireland
Digitally signed by Patrick K Ireland
Date: 2026.04.07 09:02:24 -04'00'

Legal Description:

ALL OF THAT 7.5' UTILITY EASEMENT ALONG THE NORTHERLY SIDE OF LOT 29, BIG TREE CROSSING PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 20 AND 21,OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 28, OF SAID BIG TREE CROSSING PHASE 1, BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CORPORATE SQUARE, THENCE WITH THE SOUTHERLY LINE OF SAID LOT 28, NORTH 76°04'44" EAST, 142.60 FEET, TO A POINT ON THE WESTERLY LINE OF AN EXISTING 5 FOOT UTILITY EASEMENT AS SHOWN ON SAID BIG TREE CROSSING PHASE 1, SAID POINT BEING SOUTH 76°04'44" WEST, 5.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 28; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 28, AND WITH THE WESTERLY LINE OF 5 FOOT UTILITY EASEMENT, SOUTH 13°55'16" EAST, 7.50 FEET; THENCE DEPARTING THE WESTERLY LINE OF SAID 5 FOOT UTILITY EASEMENT, AND WITH A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 28, SOUTH 76°04'44" WEST, 142.60 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID CORPORATE SQUARE; THENCE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID CORPORATE SQUARE, NORTH 13°55'16" WEST, 7.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,069.50 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	△	- Delta (Central Angle)
P.B.	- Plat Book	-x-	- Chain Link Fence
-□-	- Wood Fence		

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 04/06/26	Sketch and Description Certified To:
Drawn By: BMJ	JUDITH DEAC
Approved By: PKI	
Field: N/A	

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.050 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623

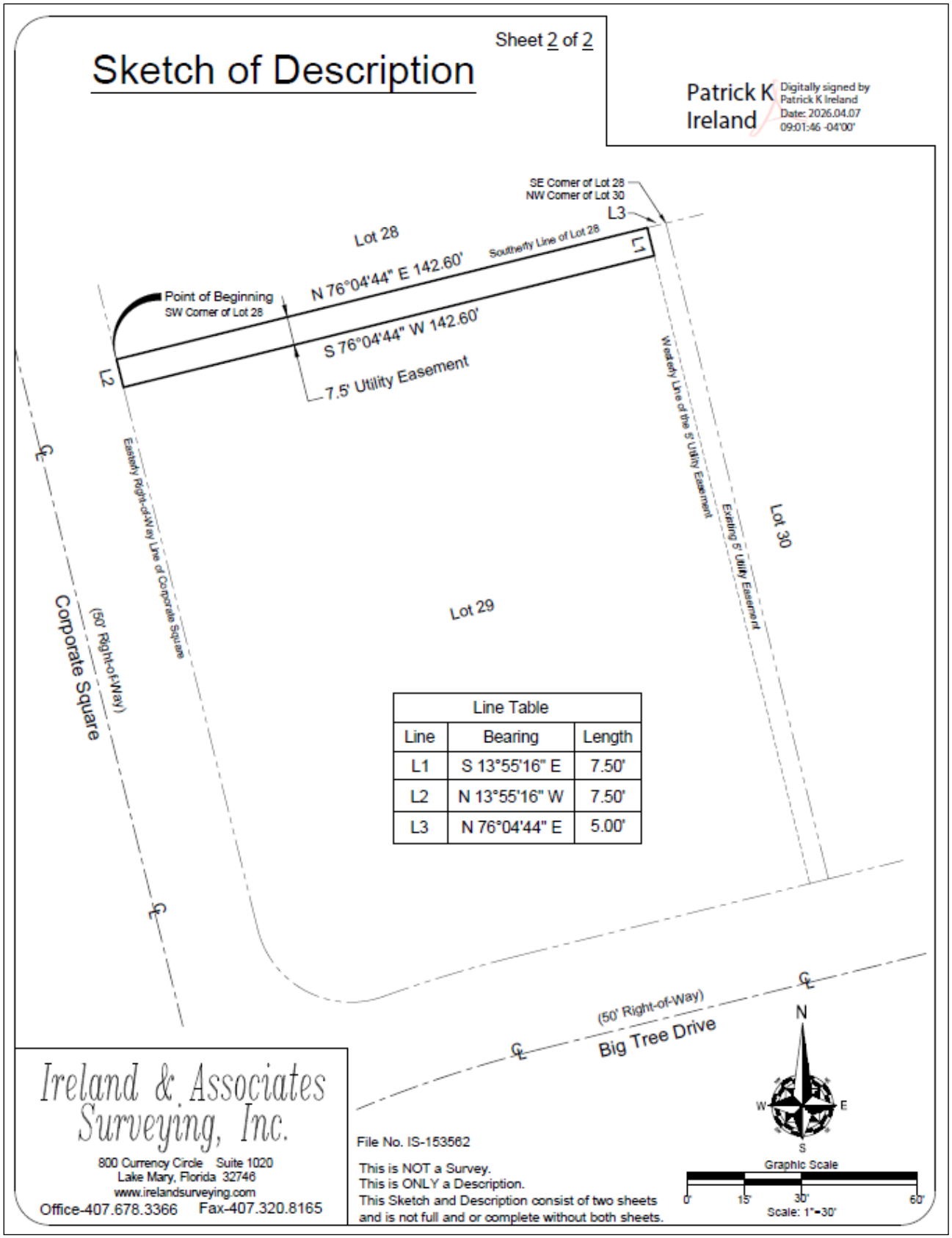
Date Signed: 04/06/26

This Sketch is intended ONLY for the use of Said Certified Parties, This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

File No. IS-153562

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Exhibit A


Sheet 2 of 2
Sketch of Description
Patrick K Ireland
Digitally signed by Patrick K Ireland
Date: 2026.04.07 09:01:46 -04'00'
SE Corner of Lot 28
NW Corner of Lot 30
L3
Lot 28
Southerly Line of Lot 28
L1
Point of Beginning
SW Corner of Lot 28
N 76°04'44" E 142.60'
S 76°04'44" W 142.60'
7.5' Utility Easement
L2
Westerly Line of the 5' Utility Easement
Existing 5' Utility Easement
Lot 30
Lot 29
Easterly Right-of-Way Line of Corporate Square
Corporate Square
(50' Right-of-Way)
Big Tree Drive
(50' Right-of-Way)
N
W
E
S
Graphic Scale
0
15'
30'
60'
Scale: 1"=30'
Line Table
Line | Bearing | Length
L1 | S 13°55'16" E | 7.50'
L2 | N 13°55'16" W | 7.50'
L3 | N 76°04'44" E | 5.00'
Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
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Sketch Date: 04/06/26
Drawn By: BMJ
Approved By: PKI
Field: N/A

Sketch and Description Certified To:
JUDITH DEAC

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
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PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623
Date Signed: 04/06/26

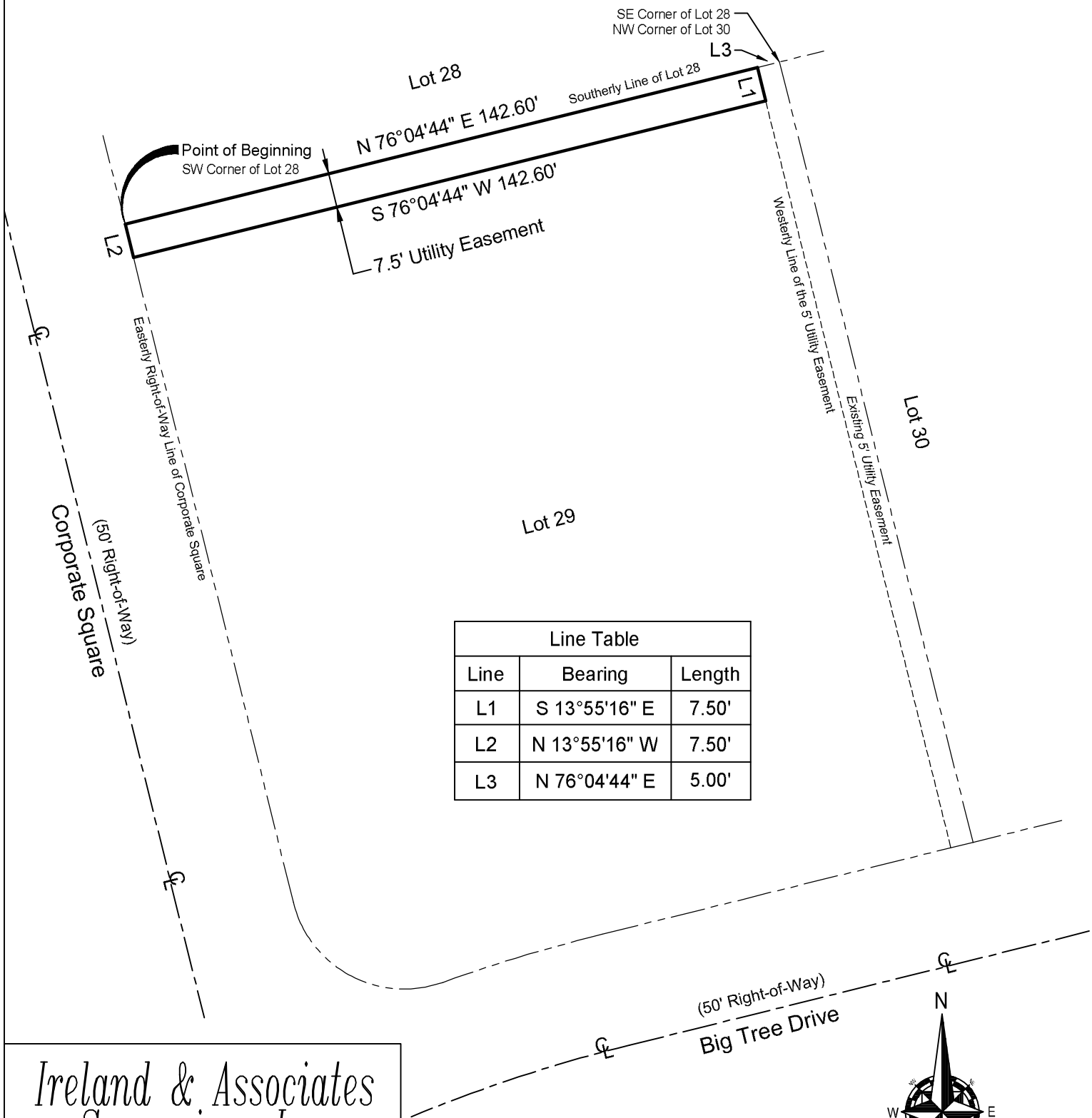
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyo

File No. IS-153562

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Sketch of Description

Patrick K Ireland
Digitally signed by Patrick K Ireland
Date: 2026.04.07 09:01:46 -04'00'



Line Table		
Line	Bearing	Length
L1	S 13°55'16" E	7.50'
L2	N 13°55'16" W	7.50'
L3	N 76°04'44" E	5.00'

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N
W E
S

Graphic Scale
0' 15' 30'
Scale: 1"=30'

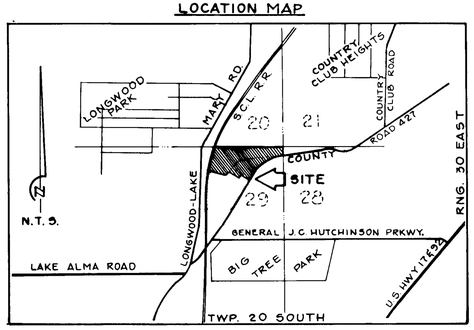
BIG TREE CROSSING-PHASE ONE

SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION

From the Northeast corner of the NE 1/4 of Section 29, Township 20 South, Range 30 East, Seminole County, Florida, run S.89°35'33"W., along the North line of said NE 1/4, a distance of 75 feet for a POINT OF BEGINNING, thence continue S.89°35'33"W., 1625.67 feet to the Easterly Right-of-Way line of Seaboard Coast Line Railroad, thence run Southwesterly along said Railroad and a curve concave Southeasterly, having a radius of 3819.83 feet, a central angle of 07°41'33", a chord bearing of S.18°26'01"W., an arc distance of 512.85 feet, thence run S.57°23'44"E., 340.23 feet, thence run S.34°41'40"E. 51.83 feet, thence run S.57°23'44"E., 246.79 feet, thence run N.37°12'14"E.,255.82 feet, thence run S.57°23'44"E., 200.65 feet to the North Right-of-Way line of County Road 427, thence run N.37°12'14"E., along said Right-of-Way line, 60.82 feet, thence run Northeasterly along a curve concave Southeasterly, having a radius of 1195.92 feet, a central angle of 38°52'30", a chord bearing of N.56°38'29"E., an arc distance of 811.43 feet, thence run N.76°04'44"E., 247.57 feet, thence run N.00°30'57"W.,215.34 feet to the POINT OF BEGINNING. Containing 21.129 acres.

LOCATION MAP



V. KELLY SMITH & ASSOCIATES, INC.
Professional Land Surveyors
Sanford, Florida
322-2213

PLAT BOOK 27 PAGE 20

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BIG TREE CROSSING, INC. a Florida corporation, does hereby dedicate said land and Plat for the uses and purposes hereon expressed and the streets to the perpetual use of the public, and to be known as BIG TREE CROSSING PHASE ONE, and in WITNESS THEREOF affix his hand and seal this 15t day of JULY 1982.

BIG TREE CROSSING, INC.

Judy Mowrs
WITNESS

Mike Hattaway
MIKE HATTAWAY, PRES.

B D Simpson
WITNESS

J. R. HATTAWAY, Sec.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE
THIS IS TO CERTIFY that before me, an officer duly authorized to take acknowledgements, the person whose signature appears above did execute the foregoing dedication as a free act and deed.
IN WITNESS THEREOF, I have hereto set my hand and seal this 1st day of JULY 1982.

B D Simpson
NOTARY PUBLIC

My commission expires: August 31, 1985

CERTIFICATIONS

MORTGAEE hereby consents to the Platting of the lands hereon described and agrees in event of foreclosure the dedication above shall remain fully effective.

OVERSTREET INVESTMENT COMPANY

WITNESS

WITNESS

C. M. POTTER, President

SURVEYED, Monumented and Platted as shown in accordance with existing statutory requirements.

STATE OF FLORIDA

V. K. Smith
Registered Land Surveyor, No. 1653

This 2nd day of August 1982.

COUNTY OF SEMINOLE

ZONING COMMISSION

Approved Chairman
This 4th day of August 1982.

BOARD OF COMMISSIONERS

Approved Chairman
Attest Arthur H. Beckwith Jr. Clerk
This 15th day of December 1982.

CLERK OF THE CIRCUIT COURT

Correct as to Statutory compliance and filed for record in Sanford, Florida, at 9:45 A.M. this 16th day of December 1982.

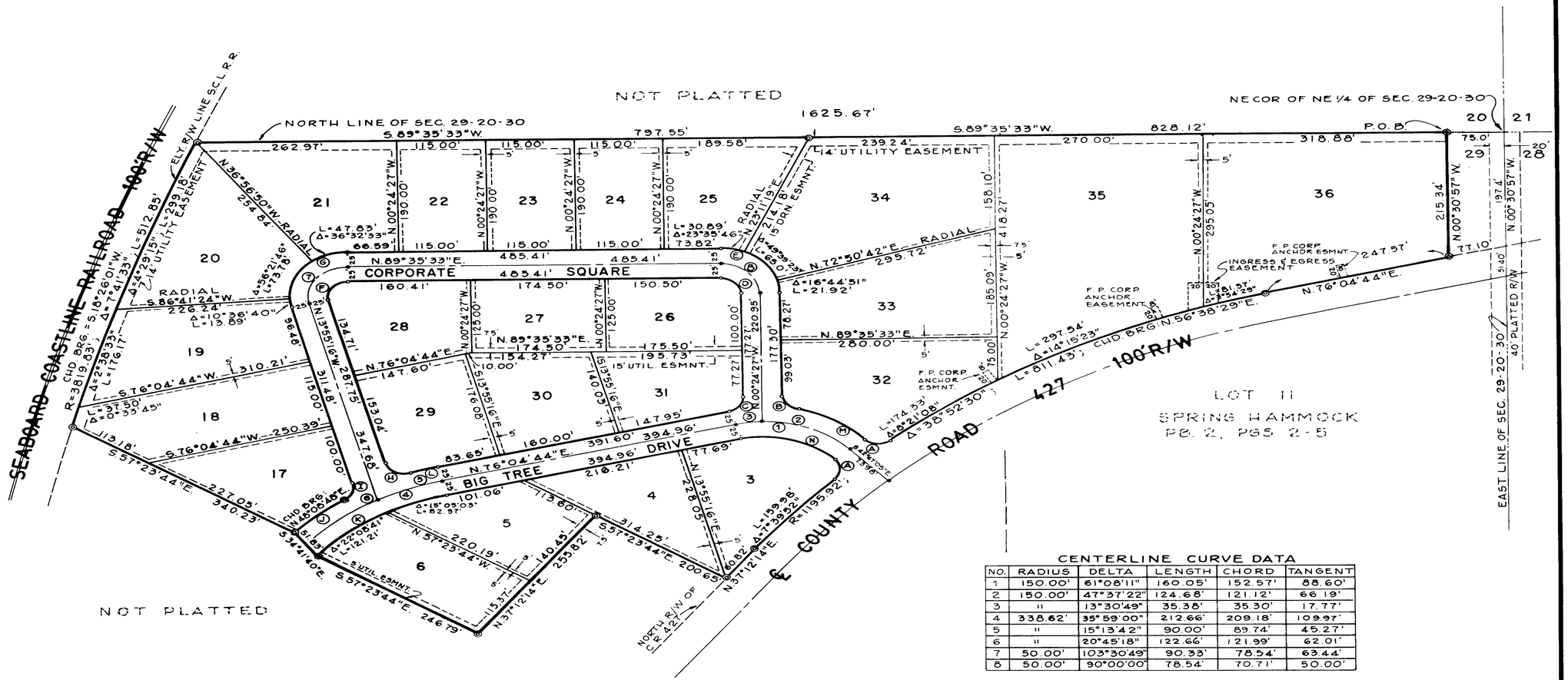
File Number 000332

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT, SEMINOLE COUNTY, FLORIDA

PLAT BOOK 27 PAGE 21

BIG TREE CROSSING - PHASE ONE

SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA


NOT PLATTED
NORTH LINE OF SEC. 29-20-30
S.89°35'33"W.
797.55'
1625.67'
NE COR OF NE 1/4 OF SEC. 29-20-30
P.O.B.
S.89°35'33"W.
828.12'
318.88'
239.24'
14' UTILITY EASEMENT
270.00'
SEABOARD COASTLINE RAILROAD 100' R/W
ELY R/W LINE SCL R.R.
N.36°56'50"W. RADIAL
254.84'
CHD. BRG. = S.18°26'01"W.
R=3819.83'
Δ=7°41'33"
L=512.85'
14' UTILITY EASEMENT
L=299.18'
Δ=4°29'15"
CORPORATE SQUARE
485.41'
N.89°35'33"E.
485.41'
160.41'
174.50'
150.50'
N.00°24'27"W.
190.00'
115.00'
189.58'
L=47.63'
Δ=36°32'33"
66.59'
L=30.89'
Δ=23°35'46"
73.82'
15' ORN ESMNT.
N.23°11'19"E. RADIAL
L=214.18'
R=520.00'
Δ=23°35'46"
N.72°50'42"E. RADIAL
295.72'
S.86°41'24"W.
226.24'
L=176.17'
Δ=2°38'33"
L=10°36'40"
L=13.89'
A=4°56'21"
L=13.78'
N.00°24'27"W.
125.00'
N.89°35'33"E.
175.50'
195.73'
15' UTIL ESMNT.
N.00°24'27"W.
220.95'
177.27'
177.30'
99.03'
76.27'
N.89°35'33"E.
280.00'
158.10'
418.27'
185.09'
N.00°24'27"W.
295.05'
215.34'
N.00°30'57"W.
197.4'
17.10'
N.00°30'57"W.
75.0'
30'
5.40'
40' PLATTED R/W
SEC. 29-20-30
F.P. CORP. ANCHOR ESMNT.
INGRESS & EGRESS EASEMENT
247.57'
F.P. CORP. ANCHOR EASEMENT
L=29.54'
Δ=14°15'23"
L=811.43'
CHD. BRG. N.56°38'29"E.
N.76°04'44"E.
100' R/W
427
LOT 11
SPRING HAMMOCK
PB. 2, PGS. 2-5
EAST LINE OF SEC. 29-20-30
F.P. CORP. ANCHOR ESMNT.
L=174.33'
Δ=8°21'08"
Δ=38°52'30"
R=1195.92'
N.37°12'14"E.
L=159.98'
Δ=7°39'52"
R=1195.92'
N.37°12'14"E.
60.82'
N.00°24'27"W.
177.21'
N.00°24'27"W.
147.95'
N.00°24'27"W.
141.03'
N.89°35'33"E.
174.50'
N.76°04'44"E.
147.60'
S.76°04'44"W.
310.21'
L=37.50'
Δ=0°33'45"
S.76°04'44"W.
250.39'
S.13°55'16"W.
287.75'
153.04'
347.68'
100.00'
S.13°55'16"E.
119.08'
S.13°55'16"E.
115.37'
N.13°55'16"W.
134.71'
115.00'
311.48'
S.57°23'44"E.
227.05'
340.23'
S.32°41'40"E.
S.57°23'44"E.
246.79'
N.37°12'14"E.
253.82'
S.57°23'44"E.
200.65'
314.25'
N.37°23'44"W.
220.19'
140.45'
83.65'
N.76°04'44"E.
394.96'
391.60'
394.96'
DRIVE
BIG TREE
216.21'
77.69'
N.13°55'16"E.
228.05'
113.60'
101.06'
Δ=15°03'05"
L=55.97'
Δ=22°06'41"
L=121.21'
CHD. BRG. N.46°06'48"E.
L=395'
Δ=75°45'05"
R=300.00'
L=396.65'
Δ=75°45'05"
R=300.00'
L=396.65'
Δ=75°45'05"
R=300.00'
L=396.65

Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2026047172 Book:11037 Page:351-354; (4 PAGES) RCD: 5/12/2026 8:19:23 AM
REC FEE $35.50

FILE NO.: BV2025-128 DEVELOPMENT ORDER # 25-30000128

SEMINOLE COUNTY
APPROVAL DEVELOPMENT ORDER

On January 26, 2026, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 29
BIG TREE CROSSING PH 1
PB 27 PGS 20 & 21

(The above described legal description has been provided by Seminole County Property Appraiser)

A. FINDINGS OF FACT

Property Owner: JUDITH DEAC
172 MORNING GLORY DRIVE
LAKE MARY, FL 32746

Project Name: BIG TREE DR (786)

Variance Approval:

Request for a north side yard setback variance from ten (10) feet to zero (0) feet for a storage container in the M-1 (Industrial) district

The findings reflected in the record of the January 26, 2026, Board of Adjustment meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

All six (6) criteria for granting a variance under the Land Development Code have been satisfied.

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.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/12/2026 09:27:24 -04:00
eCertified Id: 16F7-42EA-3B7L

FILE NO.: BV2025-128 DEVELOPMENT ORDER # 25-30000128

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 variance granted applies only to the 40' x 8' & 20' x 8' storage containers as depicted on the site plan, attached hereto as Exhibit A.

b. The applicant needs to vacate the utility easement or receive approval from the utility company.

(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.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

FILE NO.: BV2025-128 DEVELOPMENT ORDER # 25-30000128

Done and Ordered on the date first written above.

By: _____
Joy Giles
Planning and Development Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joy Giles, who is personally known to me and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 2026.

_____
Notary Public

JULIE A. HEBERT
Commission # HH 418695
Expires July 9, 2027

Prepared by: Kathy Hammel, Planner
1101 East First Street
Sanford, Florida 32771

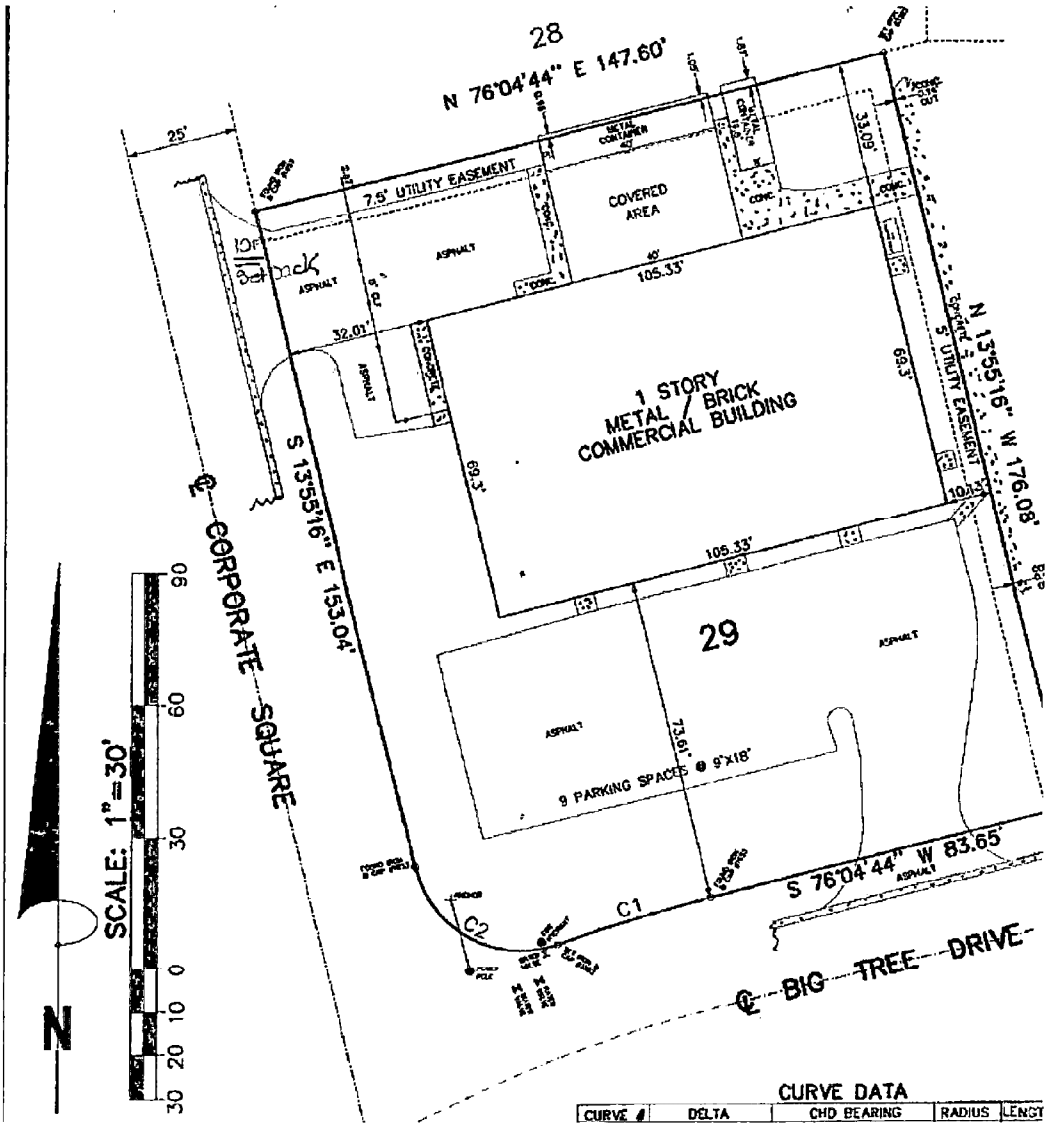
Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/12/2026 09:27:24 -04:00
eCertified Id: 16F7-42EA-3B7L

FILE NO.: BV2025-128 DEVELOPMENT ORDER # 25-30000128

LEGIBILITY UNSATISFACTORY

SITE PLAN



Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0299

Title:

Approve and authorize the Chairman to execute the Declaration of Restrictive Covenants for property at 423 Whitcomb Drive Geneva, Florida 32732. District2 - Zembower **(Alan Harris, Office of Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Office of Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

The Declaration of Restrictive Covenants is part of the requirement from the Federal Emergency Management Agency's Hazard Mitigation Assistance Grant (HMGP). This grant provided mitigation funds to purchase and demolish the property at 423 Whitcomb Drive, Geneva, Florida 32732. As part of the grant requirement, no structure can be built on this property, and it must be maintained as open space in perpetuity. The Declaration of Restrictive Covenants will enforce this requirement as directed by FEMA.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Declaration of Restrictive Covenants for the property located at 423 Whitcomb Drive, Geneva, Florida 32732.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

ROBERT MCHUGH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7240

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ____day of _____, 2026, by Seminole County, a political subdivision of the State of Florida ("COUNTY") in favor of the Federal Emergency Management Administration ("FEMA").

WHEREAS, FEMA makes federal funds available through the Federal Emergency Management Agency: Hazard Mitigation Grant Program ("HMGP") to be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program ("NFIP"); and

WHEREAS, the State of Florida has applied for and been awarded HMGP funding and has entered into a grant agreement (the "Grant Agreement") with FEMA which is incorporated in this Declaration by reference, making the State of Florida a HMGP grantee; and

WHEREAS, the COUNTY, acting by and through its Board of County Commissioners, has applied for and been awarded HMGP funds pursuant to an agreement with the State of Florida ("State-Local Agreement"), incorporated in this Declaration by reference, making COUNTY a HMGP subgrantee; and

WHEREAS, the HMGP provides a process for a local government, through the State of Florida, to acquire interests in property, including the purchase of structures in the floodplain, to demolish or remove said structures, and to maintain the use of the acquired property as open space in perpetuity; and

WHEREAS, 423 Whitcomb Drive, Geneva, Florida 32732, legally described in Exhibit "A" (the "Property") attached to and incorporated to this Declaration, was acquired by COUNTY with HMGP funds and conveyed to COUNTY via general warranty deed.

NOW, THEREFORE, COUNTY voluntarily covenants and agrees that this Declaration is made subject to the following terms and conditions and the Property will be subject to the following restrictions that, upon recording in the Public Records of Seminole County, are intended and are deemed to be covenants running with the Property and binding upon the COUNTY as owner of the Property, its successors in interest and assigns, as follows:

1. Terms. Pursuant C.F.R. Part 80, as amended, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions will apply in perpetuity to the Property described in Exhibit A:

(a) Compatible uses. The Property will be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include the following: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition.

(b) Structures. No new structures or improvements may be erected on the Property other than the following:

(i) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(ii) A public rest room; or

(iii) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Section 1(a), above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property must comply with proper floodplain management policies and practices. Structures built on the Property according to Section 1(b) must be floodproofed or elevated to at least the base flood level plus one (1) foot of freeboard, or greater, if required by FEMA, or if required by any state or local ordinance, and in accordance with criteria established by the FEMA Administrator.

(c) Disaster Assistance and Flood Insurance. No federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the Property occurring after the date the Property is deeded to COUNTY, except for pre-existing structures being relocated off the Property as a result of HMGP activities.

(d) Transfer. COUNTY, including its successors and assigns, may convey an interest in the Property only if the FEMA Regional Administrator, through the State of Florida, gives prior written approval of the transferee in accordance with this subsection.

(i) The request by COUNTY, through the State of Florida, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this Declaration and must submit documentation of its status as a qualified conservation organization, if applicable.

(ii) COUNTY may convey an interest in the Property only to a public entity or to a qualified conservation organization. However, COUNTY may convey an easement or lease

to a private individual or entity for purposes compatible with the uses described in Section 1(a) above with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this Declaration.

(iii) If title to the Property is transferred to an entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that must be recorded with the deed of conveyance and incorporate all terms and conditions set forth in this Declaration, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

(A) COUNTY shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed of conveyance, or

(B) At the time of title transfer, COUNTY shall retain such conservation easement and record it with the deed of conveyance.

(iv) Conveyance of any interest in the Property must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the Property interest to revert to the State of Florida or COUNTY in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives, and the State of Florida shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance, and the HMGP award.

3. Monitoring and Reporting. Every three years beginning on January 1, 2026, notwithstanding the date of execution of this Declaration, COUNTY, in coordination with any

successor in interest, shall submit through the State of Florida to the FEMA Regional Administrator a report certifying that COUNTY has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, as amended, the Property conveyance, and the HMGP award.

4. Enforcement. COUNTY, the State of Florida, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, as amended, the Property conveyance, and/or the HMGP award. The relative rights and responsibilities of FEMA, the State of Florida, COUNTY, and any of their respective successors and assigns, at the time of enforcement, include the following:

(a) Officials representing the State of Florida will notify COUNTY or any current holder of a Property interest, as applicable, in writing and advise them that they have sixty (60) days to correct a violation of the terms of the HMGP.

(i) If COUNTY or any current holder of a Property interest, as applicable, fails to demonstrate a good faith effort to come into compliance with the terms of the HMGP within the sixty (60) day period, the State of Florida shall enforce the terms of the HMGP by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(ii) FEMA, its representatives or assigns, may enforce the terms of the HMGP by taking any measures it deems appropriate, including but not limited to one (1) or more of the following:

(A) Withholding FEMA assistance from the State of Florida, COUNTY, or any holder of an interest in the Property.

(B) Requiring transfer of title.

(C) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State of Florida, COUNTY, or their respective successors or assigns.

(D) Requiring COUNTY or its successors or assigns bear the cost of bringing the Property back into compliance with the terms of the HMGP.

5. Amendment. This Declaration may be amended upon signatures of FEMA and COUNTY only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the Declaration.

6. Severability. Should any provision of this Declaration or the application thereof to any person, entity, or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this Declaration and their application shall not be affected and shall remain valid and enforceable.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, COUNTY has made and executed this Declaration for the purposes stated herein.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 202___, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

RM/vs
3/25/26
T:\Users\Legal Secretary CSB\Community Services\2026 Agreements\Restrictive Covenants Declaration (FEMA) (423 Whitcomb Drive-Angela Zwarycz).docx

Attachment:

Exhibit A – Legal Description

Exhibit A

Legal Description

Lot 2, Lake Harney Manor, according to the plat thereof recorded in Plat Book 8, Page 26, of the Public Records of Seminole County

Parcel I.D. Number: 23-20-32-501-0000-0020

File Number: 2026-0517

Title:

Approve and authorize the Chairman to sign the Supplemental Agreement No. 02 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038, the accompanying Resolution, and any potential subsequent supplemental agreements and Resolutions. Countywide. **(Kim Ornberg, P.E., Environmental Services Director)**

Division:

Environmental Services Watershed Management

Authorized By:

Kim Ornberg, P.E., Environmental Services Director

Contact/Phone Number:

Shannon Wetzel/407-665-2455

Background:

On January 9, 2020, the State of Florida, Department of Transportation ("FDOT") and Seminole County ("County") entered into a Joint Participation Agreement for a project known as the National Pollutant Discharge Elimination System Permit FLS000038 ("Project") (hereinafter referred to as the "Agreement"). The purpose of the Agreement is for FDOT to provide funds to the County to share in the costs associated with the water quality monitoring program, a public education program, and solicitation of public input for identification of illicit discharges, as further set forth in the Agreement. The Agreement contemplates FDOT providing County an amount equal to $8,356.00 per FDOT Fiscal Year beginning 2019/2020 through 2023/2024, for a total of $41,780.00. The term of the Agreement contemplates completion of the Project by October 31, 2025. Supplemental Agreement No. 01 was approved by the Board on May 13, 2025, for an additional $8,356.00 for FDOT Fiscal Year 2024/2025.

The FDOT has requested to increase funding under the Agreement for an additional FDOT Fiscal Year (2025/2026) in the amount of $8,356.00, increasing the total under the Agreement to $58,492.00 for actual Project costs incurred. In addition, FDOT and

the County are mutually agreeable to extend the term of the Agreement for completion of the Project by October 31, 2027.

Requested Action:

Staff requests the Board approve and authorize the Chairman to sign the Supplemental Agreement No. 02 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038, the accompanying Resolution, and any potential subsequent supplemental agreements and resolutions.

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY
SUPPLEMENTAL AGREEMENT NUMBER 2

EXECUTION DATE:_____

Financial Project No.: 243844-1-78-02 **Agency: Seminole County** **Contract No: ASG17**	**Fund: D Activity: 215** **Contract Amount: $58,492.00**	**FLAIR Approp: 088712** **FLAIR Obj.: 131545** **Org. Code: 55054030511** **Vendor No.: F596000856070**

The terms of the original Joint Participation Agreement (AGREEMENT) between the Florida Department of Transportation (DEPARTMENT) and Seminole County (LOCAL GOVERNMENT) for the Project described as "National Pollutant Discharge Elimination System (NPDES) Permit FLS000038", executed on **January 09, 2020,** are hereby amended as follows:

1. The overall Project cost and DEPARTMENT participation is being increased to include Fiscal Year 2025/2026 funding under this Agreement.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **$58,492.00 (Fifty-Eight Thousand Four Hundred Ninety-Two Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. This amount is based on Exhibit "B", Method of Compensation, attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **$58,492.00 (Fifty-Eight Thousand Four Hundred Ninety-Two Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025, 2025/2026.

Funding		
FM # 243844-1-78-02	**Fiscal Year 2019/2020**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2020/2021**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2021/2022**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2022/2023**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2023/2024**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2024/2025**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2025/2026**	**$8,356.00**
	Total	**$58,492.00**

1. The Department approves a Time Extension for the subject Joint Participation Agreement (JPA) to **October 31, 2027,** to allow time for completion of services, Department review and acceptance, project close-out and submission of the final invoice package.

2. Exhibit “D”, Alternative Advance Payment Financial Provisions, is attached and incorporated herein.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original AGREEMENT thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit “A”, Scope of Services
Exhibit “B”, Method of Compensation
Exhibit “C”, Resolution
Exhibit “D”, Alternative Advance Payment Financial Provisions
Attachment “F”, Contract Payment Requirements

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Amendment on see attached signature page, and the DEPARTMENT has executed this Amendment on _____.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

Attest:

_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Kellie Smith

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____
LOCAL GOVERNMENT Attorney

Legal Review:

_____
DEPARTMENT Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

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

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

EXHIBIT "A"

SCOPE OF SERVICES
Financial Management Number: 243844-1-78-02

The DEPARTMENT shall provide for the annual contribution of funds to the LOCAL GOVERNMENT in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038.

The services the LOCAL GOVERNMENT will provide are as follows:

Item No. 1. Conduct water chemistry monitoring and biological assessment, which includes staff time and analytical laboratory fees, as required by the permit.

Item No. 2. Maintain the Seminole County Watershed Atlas, which provides:

- Water quality educational outreach;
- Reporting of illicit discharges by the public; and
- Additional public educational outreach

Item No. 3. Lake Jessup BMAP/Water Quality Monitoring

The ambient environmental monitoring program as required by the Lake Jesup Basin Management Action Plan (BMAP) will be performed and administered by Seminole County. The Florida Department of Transportation, District Five (DEPARTMENT) has indicated its desire to partner in this environmental monitoring program, as identified in this Scope of Services.

The monitoring program is intended to allow flexibility for future revisions based on regulatory requirements. This monitoring program is intended to satisfy requirements of the Lake Jesup Basin Management Action Plan (BMAP), National Pollutant Discharge Elimination System (NPDES) monitoring requirements and any other future Total Maximum Daily Load (TMDL) monitoring requirements. Seminole County will perform sample collection, coordinate sample drop off to a designated laboratory, and upload analysis data to WINN.

For Item No. 3 – The DEPARTMENT has requested that the LOCAL GOVERNMENT sample the following site as part of the following Lake Jesup BMAP Monitoring plan:

Sample Site	Frequency	Per Sample Cost	Annual Cost
SEMINOLE-SOLDIERS	Not to exceed 8 times/year	$419.50	Not to exceed $3,356.00

The above samples will be collected using FDEP SOP for ambient water quality monitoring by staff (and/or contractors) certified in this type of field work at the frequency listed.

The remainder of this page intentionally left blank.

EXHIBIT "B"

METHOD OF COMPENSATION
Financial Management Number: 243844-1-78-02

For satisfactory completion of all services detailed in Exhibit "A", Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **$58,492.00 (Fifty- Eight Thousand Four Hundred Ninety-Two Dollars and No/100)** for actual costs incurred.

The annual payments should be made to the LOCAL GOVERNMENT each year when an invoice is received with the required documentation. The amount of each payment shall be $8,356.00 (Eight Thousand Three Hundred Fifty-Six Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025, and 2025/2026 which totals **$58,492.00 (Fifty- Eight Thousand Four Hundred Ninety-Two Dollars and No/100)**.

The remainder of this page intentionally left blank.

FM #: 243844-1-78-02

EXHIBIT “C”

RESOLUTION

Financial Management Number: 243844-1-78-02

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE APPROVAL BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS OF A SUPPLEMENTAL AGREEMENT NUMBER NO. 02 TO THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY FOR NPDES PERMIT FLS000038 AND AUTHORIZING THE CHAIRMAN TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 02 AND ANY POTENTIAL SUBSEQUENT SUPPLEMENTAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2020, the State of Florida, Department of Transportation ("FDOT") and Seminole County ("County") entered into a Joint Participation Agreement for a project known as the National Pollutant Discharge Elimination System Permit FLS000038 ("Project") (hereinafter referred to as the "Agreement"); and

WHEREAS, the purpose of the Agreement is for FDOT to provide funds to the County to share in the costs associated with the water quality monitoring program, a public education program, and solicitation of public input for identification of illicit discharges, as further set forth in the Agreement; and

WHEREAS, on June 24, 2025, FDOT and County entered into Supplemental Agreement No. 1 to the Joint Participation Agreement which increased the contract amount by EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00) and extended the term of the Agreement through October 31, 2026; and

WHEREAS, the Agreement, as amended by Supplemental Agreement No. 1, contemplates FDOT providing County an amount equal to EIGHT THOUSAND THREE

HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00) per FDOT Fiscal Year beginning in 2019/2020 through 2024/2025, for a total of FIFTY THOUSAND ONE HUNDRED AND THIRTY-SIX AND NO/100 DOLLARS ($50,136.00); and

WHEREAS, the term of the Agreement, as amended by Supplemental Agreement No. 1, contemplates completion of the Project by October 31, 2026;

WHEREAS, the FDOT has further requested an additional supplement to the Agreement to increase funding for an additional FDOT Fiscal Year (2025/2026) in the amount of EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00). The revised total would not exceed FIFTY EIGHT THOUSAND FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS ($58,492.00) for actual Project costs incurred; and

WHEREAS, the FDOT and County mutually desire and agree to supplement the Agreement and extend the term for completion of the Project to October 31, 2027;

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

Section 1. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

Section 2. The County hereby approves receiving increased FDOT funding under the Agreement by EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00), for a revised total under the Agreement in an amount not to exceed FIFTY EIGHT THOUSAND FOUR HUNDRED NINETY-TWO AND NO/100 DOLLARS ($58,492.00) for actual Project costs incurred.

Section 3. The County hereby approves extending the term of the Agreement for completion of the Project by October 31, 2027.

Section 4. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
ANDRIA HERR, Chairman

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

Attachment:
Supplemental Agreement No. 2 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038

AFL/SA
6/9/2026
T:\Users\alanius\Environmental Services\13353\Resolution - FDOT JPA Supplemental #2.docx

EXHIBIT "D"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Financial Management Number: 243844-1-78-02

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

The remainder of this page intentionally left blank.

ATTACHMENT "F"

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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Original Draft: 9/19/2019
Revised: 11/14/2019

Agency: Seminole County **Vendor No.: F596000856070** **Contract No:** ASG17	**Fund: D Function: 215** **Contract Amount: $41,780.00**	**Financial Management No.:** **243844-1-78-02** **FLAIR Approp: 088712** **FLAIR Obj.: 131545** **Org. Code: 55054030511**

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Agreement, made and entered into on January 9, 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties have been granted specific legislative authority to undertake the Project hereinafter described, and the DEPARTMENT has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 403.0885, Florida Statutes, to enter into this Agreement; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2019-R-208 dated the 10th day of December, 2019, a copy of which is attached hereto as Exhibit "C" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the Parties mutually agree that it is in their joint best interested to facilitate the transportation project known as the "National Pollutant Discharge Elimination System (NPDES) Permit FLS000038". The DEPARTMENT is prepared, in accordance with its Five-Year Work Program, to undertake the Project beginning in Fiscal Year 2019/2020 said Project being known as FM #243844-1-78-02, and more fully reflected in the Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "Project"; and

WHEREAS, the LOCAL GOVERNMENT and the DEPARTMENT desire to protect and promote the public health, safety and general welfare of the quality monitoring program, public education program, and solicitation of public input for identification of illicit discharge, to satisfy requirements of the DEPARTMENT and the LOCAL GOVERNMENT'S Project; and

WHEREAS, the LOCAL GOVERNMENT and the DEPARTMENT desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement storm water management programs within certain time frames; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.F.R.) Section 122.26 on November 16, 1990, 55 FR 48063; and

WHEREAS, Section 402(p)(2) of the CWA provides that storm water permits be required for large and medium municipal separate storm sewer systems, determined from the 1990 census, and Appendix 1 to Section 122 designates the LOCAL GOVERNMENT as a medium municipal separate storm sewer system; and

WHEREAS, the Project is not revenue producing and is contained in the adopted Five-Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

A. The purpose of this Agreement is to provide funds to the LOCAL GOVERNMENT (Public Works Department/Watershed Management Division), to share in the costs associated with the water quality monitoring program, a public education program, and

solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038. The DEPARTMENT has determined that this Project is in the best interests of the DEPARTMENT. Said Project is further described in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. The further purpose of this Agreement is for the DEPARTMENT to participate financially, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2. **TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by October 31, 2025. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

3. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall commence and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and otherwise the LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services attached hereto and by this reference made a part hereof. Nothing in this Agreement may be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the design of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT shall obtain or initiate, comply with and accomplish any election, referendum, approval, permit, notice, proceeding or authorization required by law to enable the LOCAL GOVERNMENT to enter into or perform this Agreement or to undertake the Project hereunder.

C. Submission of Proceedings, Contracts and Other Documents: The LOCAL GOVERNMENT shall submit to the DEPARTMENT such data, reports, records, contracts, and

other documents relating to the Project as the DEPARTMENT may reasonably require. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. Coordination shall be maintained by the LOCAL GOVERNMENT with representatives of the DEPARTMENT.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **$41,780.00 (Forty One Thousand Seven Hundred Eighty Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. This amount is based on Exhibit "B", Method of Compensation, attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **$41,780.00 (Forty One Thousand Seven Hundred Eighty Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024.

Funding		
FM #243844-1-78-02	**Fiscal Year 2019/2020**	**$8,356.00**
FM #243844-1-78-02	**Fiscal Year 2020/2021**	**$8,356.00**
FM #243844-1-78-02	**Fiscal Year 2021/2022**	**$8,356.00**
FM #243844-1-78-02	**Fiscal Year 2022/2023**	**$8,356.00**
FM #243844-1-78-02	**Fiscal Year 2023/2024**	**$8,356.00**
	Total	**$41,780.00**

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project,

identified as Project Number 243844-1-78-02, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

i) All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is

subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar ($1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. The LOCAL GOVERNMENT shall maintain an accounting system or separate account to ensure funds and projects are tracked separately. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

M. In the event this Agreement is in excess of $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. This contact does not involve the purchase of Tangible Personal Property as defined in Chapter 273, Florida Statutes.

P. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the LOCAL GOVERNMENT upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall

notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted

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

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:
District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5520
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT
Kim Ornberg, P.E., Manager
Watershed Management Division
Seminole County Public Works
200 West County Home Road
Sanford, Florida 32773
407-665-2417
kornberg@seminolecountyfl.gov

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on December 10, 2019, and the DEPARTMENT has executed this Agreement on January 9, 2020

SEMINOLE COUNTY
By: BOARD OF COUNTY COMMISSIONERS

By: SEE NEXT PAGE

Name: _____

Title: _____

As approved by the Board on:

_____

Attest:

_____

Legal Review:

_____
County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Loreen Bobo

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____

Authorization Received from the Office of the Comptroller as to Availability of Funds:

December 27, 2019

ATTEST:

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

For the use and reliance
Seminole County only.

Approved as to form and
Legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: 12/10/19

As authorized for execution by the Board of
County Commissioners at its December 10,
2019, regular meeting.

Exhibit "A"

SCOPE OF SERVICES
Financial Management Number: 243844-1-78-02

The DEPARTMENT shall provide for the annual contribution of funds to the LOCAL GOVERNMENT in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038.

The services the LOCAL GOVERNMENT will provide are as follows:

Item No. 1. Conduct water chemistry monitoring and biological assessment, which includes staff time and analytical laboratory fees, as required by the permit.

Item No. 2. Maintain the Seminole County Watershed Atlas, which provides:

- Water quality educational outreach;
- Reporting of illicit discharges by the public; and
- Additional public educational outreach

Item No. 3. Lake Jessup BMAP/Water Quality Monitoring

The ambient environmental monitoring program as required by the Lake Jesup Basin Management Action Plan (BMAP) will be performed and administered by Seminole County. The Florida Department of Transportation, District Five (DEPARTMENT) has indicated its desire to partner in this environmental monitoring program, as identified in this Scope of Services.

The monitoring program is intended to allow flexibility for future revisions based on regulatory requirements. This monitoring program is intended to satisfy requirements of the Lake Jesup Basin Management Action Plan (BMAP), National Pollutant Discharge Elimination System (NPDES) monitoring requirements and any other future Total Maximum Daily Load (TMDL) monitoring requirements. Seminole County will perform sample collection, coordinate sample drop off to a designated laboratory, and upload analysis data to WINN.

For Item No. 3 – The DEPARTMENT has requested that the LOCAL GOVERNMENT sample the following site as part of the following Lake Jesup BMAP Monitoring plan:

Sample Site	Frequency	Per Sample Cost	Annual Cost
SEMINOLE-SOLDIERS	Not to exceed 8 times/year	$419.50	Not to exceed $3,356.00

The above samples will be collected using FDEP SOP for ambient water quality monitoring by staff (and/or contractors) certified in this type of field work at the frequency listed.

Exhibit "B"

METHOD OF COMPENSATION
Financial Management Number: 243844-1-78-02

For satisfactory completion of all services detailed in Exhibit "A", Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **$41,780.00 (Forty One Thousand Seven Hundred Eighty Dollars and No/100)** for actual costs incurred.

The annual payments should be made to the LOCAL GOVERNMENT each year when an invoice is received with required documentation. The amount of each payment shall be $8,356.00 (Eight Thousand Three Hundred Fifty Six Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023 and 2023/2024, which totals **$41,780.00 (Forty One Thousand Seven Hundred Eighty Dollars and No/100)**.

EXHIBIT "C"

RESOLUTION

Financial Management Number: 243844-1-78-02

RESOLUTION NO. 2019 - R - 208 SEMINOLE COUNTY, FLORIDA

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

ADOPTING AND AUTHORIZING THE CHAIRMAN TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROJECT FISCAL YEARS 2020 THROUGH 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation, and Seminole County desire to facilitate the National Pollutant Discharge Elimination System Project for Fiscal Years 2020 through 2024; and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida, Department of Transportation a Joint Participation Agreement (Attachment 1) for Project described as "National Pollutant Discharge Elimination System (NPDES) Permit FLS000038", FDOT - Financial Management Number 243844-1-74-06; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida, Department of Transportation a Joint Participation Agreement (Attachment 1) for the National Pollutant Discharge Elimination System Project for Fiscal Years 2020 through 2024. FDOT - Financial Management Number 243844-1-74-06.

ADOPTED THIS 10th DAY OF DECEMBER 2019

ATTEST:

Grant Maloy, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Jay Zembower, Chairman

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASG17

12/27/2019

CONTRACT INFORMATION

Contract:	ASG17
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEMINOLE COUNTY BOCC
Vendor ID:	F596000856070
Beginning Date of This Agreement:	01/02/2020
Ending Date of This Agreement:	10/31/2025
Contract Total/Budgetary Ceiling:	ct = $41,780.00
Description:	National Pollutant Discharge Elimination System (NPDES) Permit FLS000038

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/27/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054030511
Expansion Option:	AA
Object Code:	131545
Amount:	$8,356.00
Financial Project:	24384417802
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088712/20
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $8,356.00

To: holly.lopenski@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASG17

12/26/2019

CONTRACT INFORMATION

Contract:	ASG17
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEMINOLE COUNTY BOCC
Vendor ID:	F596000856070
Beginning Date of This Agreement:	01/02/2020
Ending Date of This Agreement:	10/31/2025
Contract Total/Budgetary Ceiling:	ct = $41,780.00
Description:	National Pollutant Discharge Elimination System (NPDES) Permit FLS000038

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/26/2019

Action:	Future Year	Future Year	Future Year	Future Year
Reviewed or Approved:	*REVIEWED	*REVIEWED	*REVIEWED	*REVIEWED
Organization Code:	55054030511	55054030511	55054030511	55054030511
Expansion Option:	AA	AA	AA	AA
Object Code:	131545	131545	131545	131545
Amount:	$8,356.00	$8,356.00	$8,356.00	$8,356.00
Financial Project:	24384417802	24384417802	24384417802	24384417802
Work Activity (FCT):	215	215	215	215
CFDA:				
Fiscal Year:	2021	2022	2023	2024
Budget Entity:	55150200	55150200	55150200	55150200
Category/Category Year:	088712/21	088712/22	088712/23	088712/24
Amendment ID:	A001	A001	A001	A001
Sequence:	00	01	02	03
User Assigned ID:				
Enc Line (6s)/Status:	/04	/04	/04	/04

Total Amount: $33,424.00

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY
SUPPLEMENTAL AGREEMENT NUMBER 1

EXECUTION DATE: 06/24/2025 | 5:02 PM EDT

Financial Project No.: 243844-1-78-02 **Agency: Seminole County** **Contract No: ASG17**	**Fund: D Activity: 215** **Contract Amount: $50,136.00**	**FLAIR Approp: 088712** **FLAIR Obj.: 131545** **Org. Code: 55054030511** **Vendor No.: F596000856070**

The terms of the original Joint Participation Agreement (AGREEMENT) between the Florida Department of Transportation (DEPARTMENT) and Seminole County (LOCAL GOVERNMENT) for the Project described as "National Pollutant Discharge Elimination System (NPDES) Permit FLS000038", executed on **January 09, 2020,** are hereby amended as follows:

1. The overall Project cost and DEPARTMENT participation is being increased to include Fiscal Year 2024/2025 funding under this Agreement.

4. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **$50,136.00 (Fifty Thousand One Hundred Thirty-Six Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. This amount is based on Exhibit "B", Method of Compensation, attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT in an amount not to exceed **$50,136.00 (Fifty Thousand One Hundred Thirty-Six Dollars and No/100)** for the actual project costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025.

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Funding		
FM # 243844-1-78-02	**Fiscal Year 2019/2020**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2020/2021**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2021/2022**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2022/2023**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2023/2024**	**$8,356.00**
FM # 243844-1-78-02	**Fiscal Year 2024/2025**	**$8,356.00**
	Total	**$50,136.00**

2. The Department approves a Time Extension for the subject Joint Participation Agreement (JPA) to **October 31, 2026,** to allow time for completion of services, Department review and acceptance, project close-out and submission of the final invoice package.

3. Exhibit “D”, Alternative Advance Payment Financial Provisions, is attached and incorporated herein.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original AGREEMENT thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit “A”, Scope of Services
Exhibit “B”, Method of Compensation
Exhibit “C”, Resolution
Exhibit “D”, Alternative Advance Payment Financial Provisions
Attachment “F”, Contract Payment Requirements

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Amendment on See attached signature page., and the DEPARTMENT has executed this Amendment on 06/24/2025 | 5:02 PM EDT.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

Attest:

_____

Legal Review:

_____

LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: _____
292113AFD861407...

Name: James S. Stroz Jr., P.E.

Title: Director of Transportation Development

Attest:

Signed by: _____
54809CAAB83C4A7...

Executive Secretary

Legal Review:

DocuSigned by: _____
1B2C2B2563AE4A1...

DEPARTMENT Attorney

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

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: 5/20/2025

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

As authorized for execution by the Board of
County Commissioners at its 5/13,
2025, regular meeting.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/20/2025 16:08:18 -04:00
eCertified Id: 5CE5-54E9-DF7T

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

EXHIBIT "A"

SCOPE OF SERVICES
Financial Management Number: 243844-1-78-02

The DEPARTMENT shall provide for the annual contribution of funds to the LOCAL GOVERNMENT in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038.

The services the LOCAL GOVERNMENT will provide are as follows:

Item No. 1. Conduct water chemistry monitoring and biological assessment, which includes staff time and analytical laboratory fees, as required by the permit.

Item No. 2. Maintain the Seminole County Watershed Atlas, which provides:

- Water quality educational outreach;
- Reporting of illicit discharges by the public; and
- Additional public educational outreach

Item No. 3. Lake Jessup BMAP/Water Quality Monitoring

The ambient environmental monitoring program as required by the Lake Jesup Basin Management Action Plan (BMAP) will be performed and administered by Seminole County. The Florida Department of Transportation, District Five (DEPARTMENT) has indicated its desire to partner in this environmental monitoring program, as identified in this Scope of Services.

The monitoring program is intended to allow flexibility for future revisions based on regulatory requirements. This monitoring program is intended to satisfy requirements of the Lake Jesup Basin Management Action Plan (BMAP), National Pollutant Discharge Elimination System (NPDES) monitoring requirements and any other future Total Maximum Daily Load (TMDL) monitoring requirements. Seminole County will perform sample collection, coordinate sample drop off to a designated laboratory, and upload analysis data to WINN.

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For Item No. 3 – The DEPARTMENT has requested that the LOCAL GOVERNMENT sample the following site as part of the following Lake Jesup BMAP Monitoring plan:

Sample Site	Frequency	Per Sample Cost	Annual Cost
SEMINOLE-SOLDIERS	Not to exceed 8 times/year	$419.50	Not to exceed $3,356.00

The above samples will be collected using FDEP SOP for ambient water quality monitoring by staff (and/or contractors) certified in this type of field work at the frequency listed.

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EXHIBIT "B"

METHOD OF COMPENSATION
Financial Management Number: 243844-1-78-02

For satisfactory completion of all services detailed in Exhibit "A", Scope of Services of this Agreement, the DEPARTMENT will compensate the LOCAL GOVERNMENT an amount not to exceed **$50,136.00 (Fifty Thousand One Hundred Thirty-Six Dollars and No/100)** for actual costs incurred.

The annual payments should be made to the LOCAL GOVERNMENT each year when an invoice is received with the required documentation. The amount of each payment shall be $8,356.00 (Eight Thousand Three Hundred Fifty-Six Dollars and No/100) per year for Fiscal Years 2019/2020, 2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025, which totals **$50,136.00 (Fifty Thousand One Hundred Thirty-Six Dollars and No/100).**

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EXHIBIT “C”

RESOLUTION

Financial Management Number: 243844-1-78-02

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

RESOLUTION NO. 2025-R-43 SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE APPROVAL BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS OF A SUPPLEMENTAL AGREEMENT NUMBER NO. 01 TO THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY FOR NPDES PERMIT FLS000038 AND AUTHORIZING THE CHAIRMAN TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 01 AND ANY POTENTIAL SUBSEQUENT SUPPLEMENTAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 9, 2020, the State of Florida, Department of Transportation ("FDOT") and Seminole County ("County") entered into a Joint Participation Agreement for a project known as the National Pollutant Discharge Elimination System Permit FLS000038 ("Project") (hereinafter referred to as the "Agreement"); and

WHEREAS, the purpose of the Agreement is for FDOT to provide funds to the County to share in the costs associated with the water quality monitoring program, a public education program, and solicitation of public input for identification of illicit discharges, as further set forth in the Agreement; and

WHEREAS, the Agreement contemplates FDOT providing County an amount equal to EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00) per FDOT Fiscal Year beginning in 2019/2020 through 2023/2024, for a total of FORTY-ONE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS ($41,780.00); and

WHEREAS, the term of the Agreement contemplates completion of the Project by October 31, 2025;

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/20/2025 16:07:35 -04:00
eCertified Id: 4EE0-EEEE-8B9T
Page 1 of 3

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

WHEREAS, the FDOT has requested to increase funding under the Agreement for an additional FDOT Fiscal Year (2024/2025) in the amount of EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00), for a revised total under the Agreement in an amount not to exceed FIFTY THOUSAND ONE HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($50,136.00) for actual Project costs incurred; and

WHEREAS, the FDOT and County mutually agree to extend the term of the Agreement for completion of the Project by October 31, 2026;

WHEREAS, FDOT has requested for an additional exhibit be added to the Agreement as Exhibit D – Alternative Advance Payment Financial Provisions, which is a new FDOT requirement to be incorporated into FDOT funding agreements,

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

Section 1. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

Section 2. The County hereby approves receiving increased FDOT funding under the Agreement by EIGHT THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS ($8,356.00), for a revised total under the Agreement in an amount not to exceed FIFTY THOUSAND ONE HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($50,136.00) for actual Project costs incurred.

Section 3. The County hereby approves extending the term of the Agreement for completion of the Project by October 31, 2026.

Section 4. The County hereby approves an additional exhibit be added to the Agreement as Exhibit D – Alternative Advance Payment Financial Provisions.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/20/2025 16:07:35 -04:00
eCertified Id: 4EE0-EEEE-8B9T
Page 2 of 3

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

Section 5 This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this 13 day of May, 2025.

ATTEST:

Kyla Farrell for:
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Attachment:
Supplemental Agreement No. 01 to the Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County for NPDES Permit FLS000038

BP/
4/30/25
T:\Users\bpatel\Environmental Services\Water\LWR No. 11809 (FDOT JPA Supplemental Agreement #1)\Resolution - FDOT JPA Supplemental #1.docx

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/20/2025 16:07:35 -04:00
eCertified Id: 4EE0-EEEE-8B9T
Page 3 of 3

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

EXHIBIT "D"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Financial Management Number: 243844-1-78-02

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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ATTACHMENT "F"

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Docusign Envelope ID: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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Certificate Of Completion

Envelope Id: 7A5C5AFA-C23B-4726-AD8A-7F35283E1CB5
Status: Completed
Subject: Complete with Docusign: 243844-1-78-02 (ASG17) JPA SA #1 NPDES.pdf
Contract Number (ex. C9A12, optional): ASG17
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 243844-1-78-02
Office (contact Procurement if add is needed):
Local Programs
HR Action?: No
Source Envelope:
Document Pages: 14
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Kristen Webb
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
Kristen.Webb@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
6/16/2025 3:54:34 PM
Holder: Kristen Webb
Kristen.Webb@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Indelicato Chris.Indelicato@dot.state.fl.us Senior Attorney Florida Department of Transportation Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Chris Indelicato 4EF2CB4593A64A7... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 6/16/2025 3:59:01 PM Viewed: 6/20/2025 4:08:49 PM Signed: 6/24/2025 11:17:20 AM
James S. Stroz Jim.Stroz@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: 292113AFD861407... Signature Adoption: Uploaded Signature Image Using IP Address: 156.75.252.6	Sent: 6/24/2025 11:17:22 AM Viewed: 6/24/2025 5:02:11 PM Signed: 6/24/2025 5:02:21 PM
Omayra Wallace Omayra.Wallace@dot.state.fl.us Administrative Assistant II FDOT Signing Group: D5 Executive Assistants Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: Omayra Wallace F480974AB8374A7... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 6/24/2025 5:02:23 PM Viewed: 6/25/2025 7:21:20 AM Signed: 6/25/2025 7:21:24 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp Kim.Kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/16/2025 3:59:03 PM
Linda Lee Linda.Lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/16/2025 3:59:03 PM Viewed: 6/17/2025 7:07:26 AM
Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Sarah McNamara Sarah.McNamara@dot.state.fl.us Stephanie Rodriguez stephanie.rodriguez@dot.state.fl.us Bailey Hart Bailey.Hart@dot.state.fl.us Brianna Battle Brianna.Battle@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 6/25/2025 7:21:26 AM Resent: 6/25/2025 7:21:31 AM Viewed: 6/25/2025 3:57:22 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/16/2025 3:59:03 PM
Certified Delivered	Security Checked	6/25/2025 7:21:20 AM
Signing Complete	Security Checked	6/25/2025 7:21:24 AM
Completed	Security Checked	6/25/2025 7:21:27 AM

Payment Events	Status	Timestamps

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0394

Title:

Approve and authorize the Chairman to execute Certificates of Public Convenience and Necessity (COPCN's) for all first response agencies in Seminole County's EMS system, AdventHealth EMS, AdventHealth Flight 1, Orlando Health dba Arnold Palmer for Children-Pediatric Acute and Critical Care Transport and Winnie Palmer Hospital Neonatal Transport, The Nemours Foundation dba Nemours Children's Hospital, Florida, First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc., Osceola Regional Hospital, Inc. dba HCA Florida Osceola Hospital, and R&E Ambulance Transport, LLC dba AllCare Medical Transport to become effective July 1, 2026; Approve Second Amendment to Franchise Agreements for First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc.; and Approve Franchise Agreement for R&E Ambulance Transport, LLC dba AllCare Medical Transport. Countywide **(Matt Kinley, Fire Chief)**

Division:

Fire Department

Authorized By:

Matt Kinley

Contact/Phone Number:

Shelly Brubaker/407-665-5179

Background:

To comply with Chapter 401 of the Florida Statute, entities desiring to provide ambulance transport services within county geographical boundaries must receive a Certificate of Public Convenience and Necessity (COPCN) from that county. Seminole County, under Section 17 of the Seminole County Code, requires ambulance franchise agreements to be established for the provision of non-emergency transport services.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute Certificates of Public Convenience and Necessity (COPCN's) for all first response agencies in Seminole County's EMS system, AdventHealth EMS, AdventHealth Flight 1, Orlando Health dba Arnold Palmer for Children-Pediatric Acute and Critical Care Transport and Winnie Palmer Hospital Neonatal Transport, The Nemours Foundation dba Nemours Children's Hospital, Florida, First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc., Osceola Regional Hospital, Inc. dba HCA Florida Osceola Hospital, and R&E Ambulance Transport, LLC dba AllCare Medical Transport to become effective July 1, 2026.; Approve Second Amendment to Franchise Agreements for First2Aid EMS, Inc. dba Trident EMS, Medfleet, LLC dba ATI Ambulance, Lifefleet Southeast, Inc. dba American Medical Response, Rocky Mountain Holdings, LLC dba Air Care, RG Ambulance Service, Inc. dba American Ambulance, National Health Transport, Inc. and; Approve Franchise Agreement for and R&E Ambulance Transport, LLC dba AllCare Medical Transport.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ADVENTIST HEALTH SYSTEM/SUNBELT INC. d/b/a ADVENTHEALTH EMS has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **ADVENTHEALTH EMS** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport; and

WHEREAS, ADVENTHEALTH EMS has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **ADVENTHEALTH EMS** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **ADVENTHEALTH EMS** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Interfacility transports between facilities owned and operated by AdventHealth within Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ADVENTIST HEALTH SYSTEM/SUNBELT INC. d/b/a ADVENTHEALTH FLIGHT 1 has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **ADVENTHEALTH FLIGHT 1** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically interfacility Air Medical Transport; and

WHEREAS, ADVENTHEALTH FLIGHT 1 has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **ADVENTHEALTH FLIGHT 1** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **ADVENTHEALTH FLIGHT 1** will meet the requirements of State law, County ordinances, and all other legal requirements and provide Interfacility Air Medical Transport services on a twenty-four (24) hour basis for the following areas: interfacility transport between facilities owned and operated by AdventHealth within Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, CITY OF SANFORD FIRE DEPARTMENT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for the **CITY OF SANFORD FIRE DEPARTMENT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport; and

WHEREAS, CITY OF SANFORD FIRE DEPARTMENT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **CITY OF SANFORD FIRE DEPARTMENT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **CITY OF SANFORD FIRE DEPARTMENT** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, LAKE MARY FIRE DEPARTMENT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **LAKE MARY FIRE DEPARTMENT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport and BLS Trasport; and

WHEREAS, LAKE MARY FIRE DEPARTMENT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **LAKE MARY FIRE DEPARTMENT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **LAKE MARY FIRE DEPARTMENT** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Transport, and BLS Transport services on a twenty-four (24) hour basis for the following areas: the City of Lake Mary and all geographical boundaries within Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, LONGWOOD FIRE DEPARTMENT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **LONGWOOD FIRE DEPARTMENT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport and BLS Trasport; and

WHEREAS, LONGWOOD FIRE DEPARTMENT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **LONGWOOD FIRE DEPARTMENT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **LONGWOOD FIRE DEPARTMENT** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Transport, and BLS Transport services on a twenty-four (24) hour basis for the following areas: the City of Longwood and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, THE NEMOURS FOUNDATION d/b/a NEMOURS CHILDREN'S HOSPITAL, FLORIDA has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **NEMOURS CHILDREN'S HOSPITAL, FLORIDA** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport; and

WHEREAS, NEMOURS CHILDREN'S HOSPITAL, FLORIDA has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **NEMOURS CHILDREN'S HOSPITAL, FLORIDA** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **NEMOURS CHILDREN'S HOSPITAL, FLORIDA** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: between facilities owned and operated by Nemours Children's Hospital, Florida, within Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ORLANDO HEALTH, INC. d/b/a ARNOLD PALMER HOSPITAL FOR CHILDREN has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **ARNOLD PALMER HOSPITAL FOR CHILDREN** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport; and

WHEREAS, ARNOLD PALMER HOSPITAL FOR CHILDREN has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **ARNOLD PALMER HOSPITAL FOR CHILDREN** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **ARNOLD PALMER HOSPITAL FOR CHILDREN** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Interfacility Transfer between facilities owned and operated by Arnold Palmer Hospital for Children, within Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, OSCEOLA REGIONAL HOSPITAL, INC. d/b/a HCA FLORIDA OSCEOLA HOSPITAL, has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **HCA FLORIDA OSCEOLA HOSPITAL** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport; and

WHEREAS, HCA FLORIDA OSCEOLA HOSPITAL has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **HCA FLORIDA OSCEOLA HOSPITAL** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **HCA FLORIDA OSCEOLA HOSPITAL** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Interfacility Transport between facilities owned and operated by HCA Florida Osceola Hospital within Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, OVIEDO FIRE DEPARTMENT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **OVIEDO FIRE DEPARTMENT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport; and

WHEREAS, OVIEDO FIRE DEPARTMENT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to **OVIEDO FIRE DEPARTMENT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **OVIEDO FIRE DEPARTMENT** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Transport services on a twenty-four (24) hour basis for the following areas: the City of Oviedo and any areas covered under the First Response Agreement.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, SEMINOLE COUNTY FIRE DEPARTMENT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for the **SEMINOLE COUNTY FIRE DEPARTMENT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport; and

WHEREAS, SEMINOLE COUNTY FIRE DEPARTMENT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes (2025), as that statute may be amended from time to time, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the **SEMINOLE COUNTY FIRE DEPARTMENT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **SEMINOLE COUNTY FIRE DEPARTMENT** will meet the requirements of State law, County ordinances, and all other legal requirements and provide ALS Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/8/2026
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SECOND AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT WITH FIRST 2 AID EMS INC. d/b/a TRIDENT EMS

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", **FIRST 2 AID EMS INC. d/b/a TRIDENT EMS,** whose mailing address is 6220 Hazeltine National Drive #118 Orlando, FL 32822, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non-Exclusive Franchise Agreement on June 27th, 2023 ("Agreement") allowing for PROVIDER to provide a non-exclusive ambulance service for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on December 19th 2023, to reflect First 2 Aid, Inc.'s fictitious name, Trident EMS; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, the Parties also desire to amend Section 3 of the Agreement to establish response time standards for non-emergency interfacility transfer requests; and

WHEREAS, Section 23 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023, to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30, 2029.</u>
3. **Section 3 Amendment.** The Section is amended as follows with additions denoted by <u>underline</u>:

   ***

   (d) Transport from locations of facilities.

   <u>PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.</u>

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

4. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

FIRST 2 AID, INC.
d/b/a TRIDENT EMS

_____
Signature

By:_____
SANJAY PAREKH, CEO

_____
Print Name

Date:_____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, FIRST 2 AID EMS, INC. d/b/a TRIDENT EMS has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **FIRST 2 AID EMS, INC. d/b/a TRIDENT EMS** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport, ALS Interfacility Transport, BLS Transport and BLS Interfacility Transport, and

WHEREAS, FIRST 2 AID EMS, INC. d/b/a TRIDENT EMS has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **FIRST 2 AID EMS, INC. d/b/a TRIDENT EMS** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **FIRST 2 AID EMS, INC. d/b/a TRIDENT EMS** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Transport, ALS Interfacility Transport, BLS Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/18/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport, and

WHEREAS, LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/18/2026
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SECOND AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT WITH LIFEFLEET SOUTHEAST, INC. d/b/a AMERICAN MEDICAL RESPONSE

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", and **LIFEFLEET SOUTHEAST, INC. d/b/a AMERICAN MEDICAL RESPONSE,** whose mailing address is 4400 Hwy 121, Suite 700, Lewisville, Texas 75056, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non-Exclusive Franchise Agreement on June 20th, 2023 ("Agreement") allowing for PROVIDER to provide a non-exclusive ambulance service for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 23rd 2024 to delete and replace Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, the Parties also desire to amend Section 3 of the Agreement to establish response time standards for non-emergency interfacility transfer requests; and

WHEREAS, Section 23 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023, to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30, 2029.</u>
3. **Section 3 Amendment.** The Section is amended as follows with additions denoted by <u>underline</u>:

   ***

   (d) Transport from locations of facilities.

   <u>PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.</u>

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

4. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

LIFEFLEET SOUTHEAST, INC.
d/b/a AMERICAN MEDICAL RESPONSE

_____
Signature

_____
Print Name

By:_____
EDWARD VAN HORNE, President

Date:_____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, MEDFLEET L.L.C. d/b/a ATI AMBULANCE has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **MEDFLEET L.L.C. d/b/a ATI AMBULANCE** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport; and

WHEREAS, MEDFLEET L.L.C. d/b/a ATI AMBULANCE has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **MEDFLEET L.L.C. d/b/a ATI AMBULANCE** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **MEDFLEET L.L.C. d/b/a ATI AMBULANCE** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/18/2026
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SECOND AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT WITH MEDFLEET L.L.C. d/b/a ATI AMBULANCE

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", and **MEDFLEET L.L.C. d/b/a ATI AMBULANCE,** whose mailing address is 3706 DMG Drive Lakeland, FL 33811, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non-Exclusive Franchise Agreement on June 27th, 2023 ("Agreement") allowing for PROVIDER to provide a non-exclusive ambulance service for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 23rd 2024 to delete and replace Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, the Parties also desire to amend Section 3 of the Agreement to establish response time standards for non-emergency interfacility transfer requests; and

WHEREAS, Section 23 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023, to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30, 2029.</u>
3. **Section 3 Amendment.** The Section is amended as follows with additions denoted by <u>underline</u>:

   ***

   (d) Transport from locations of facilities.

   <u>PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.</u>

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

4. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

MEDFLEET L.L.C.
d/b/a ATI AMBULANCE

_____
Signature

_____
Print Name

By:_____
JEFF TAYLOR, COO

Date:_____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, NATIONAL HEALTH TRANSPORT INC. has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **NATIONAL HEALTH TRANSPORT INC.** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport, ALS Interfacility Transport, BLS Transport and BLS Interfacility Transport, and

WHEREAS, NATIONAL HEALTH TRANSPORT INC. has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **NATIONAL HEALTH TRANSPORT INC.** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **NATIONAL HEALTH TRANSPORT INC.** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Transport, ALS Interfacility Transport, BLS Transport and BLS Interfacility Transport, services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/18/2026
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SECOND AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT WITH NATIONAL HEALTH TRANSPORT INC.

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", **NATIONAL HEALTH TRANSPORT INC.,** whose mailing address is 2290 NW 110th Avenue Sweetwater, FL 33172, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non-Exclusive Franchise Agreement on June 27th, 2023 ("Agreement") allowing for PROVIDER to provide a non-exclusive ambulance service for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 23. 2024, to delete and replace Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, the Parties also desire to amend Section 3 of the Agreement to establish response time standards for non-emergency interfacility transfer requests; and

WHEREAS, Section 23 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023, to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30, 2029.</u>
3. **Section 3 Amendment.** The Section is amended as follows with additions denoted by <u>underline</u>:

   ***

   (d) Transport from locations of facilities.

   <u>PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.</u>

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

4. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

NATIONAL HEALTH TRANSPORT, INC.

_____
Signature

By:_____
RAUL F. RODRIGUEZ, CEO

_____
Print Name

Date:_____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT**, whose address is 425 Elm Avenue, Bunnell, Florida 32110, hereinafter referred to as "PROVIDER".

W I T N E S S E T H

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for the geographical territory of Seminole County, Florida; and

WHEREAS, the Board of County Commissioners has determined that there is a present need for citizens of Seminole County, Florida to have safe, efficient, and economical non-emergency medical services; and

WHEREAS, the Board of County Commissioners has determined that the present need for a safe, efficient, and economical non-emergency medical transport service system would be best provided for and met by the grant of a non-exclusive ambulance service franchise to PROVIDER; and

WHEREAS, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare, and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified to be eligible for public assistance; and

WHEREAS, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties do hereby agree as follows:

Section 1. Grant of Franchise. Seminole County, by this Agreement and pursuant to Chapter 17, Seminole County Code, hereby grants to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of COUNTY which have been, or may hereafter be, granted a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in Chapter 401, Florida Statutes (2025), as the statute may be amended from time to time. PROVIDER is granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which will run concurrent with the term of this Agreement.

Section 2. Term of Non-Exclusive Franchise. PROVIDER will furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and all other applicable rules and regulations.

(a) The term of the Franchise commences on July 1, 2026, to June 30, 2029.

(b) COUNTY is entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

Section 3. Scope of Service. PROVIDER, under the terms and conditions of this Franchise Agreement, will provide non-emergency transportation to patients in the following categories:

(a) Transport from facilities to the patient's residence;

(b) Transport from facilities to convalescent facilities;

(c) Transport from facilities to other hospitals; and

(d) Transport from locations to facilities.

PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records

of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

Section 4. Compliance with Ordinance. PROVIDER must utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

Section 5. Insurance Requirements.

(a) PROVIDER agrees to maintain at all times, throughout the duration of this Agreement, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) PROVIDER must require and ensure that each of its subcontractors providing services under this Agreement (if any) procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified in this Section and Exhibit A, attached to and incorporated in this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PROVIDER will relieve PROVIDER of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PROVIDER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both will in any way relieve or decrease the liability of PROVIDER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, PROVIDER must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PROVIDER must remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PROVIDER or any other party.

(b) General Requirements.

(1) Before commencing work, PROVIDER must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 E. 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 (ten (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, PROVIDER must provide COUNTY with a renewal or replacement Certificate

of Insurance before the expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PROVIDER must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement. 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 Agreement must be borne by PROVIDER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, may not be included within the policy limits, but must remain the responsibility of insurer.

(5) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability and Business Auto policies.

(6) Coverage: The insurance provided by PROVIDER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of, and not contributing with, the insurance provided by PROVIDER.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement will 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.

(8) Provision: The Commercial General Liability policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Insurance companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida; or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employer's Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company:

(A) loses its Certificate of Authority or Letter of Eligibility;

(B) no longer complies with Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time; or

(C) fails to maintain the Best's Rating and Financial Size Category, PROVIDER must, as soon as PROVIDER has knowledge of any such circumstance, immediately

notify COUNTY, and upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PROVIDER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PROVIDER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PROVIDER, PROVIDER must, at PROVIDER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit A. Except as otherwise specified in this Agreement, the insurance will become effective prior to the commencement of work by PROVIDER and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer'' Liability.

(A) PROVIDER's insurance must cover PROVIDER 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 Worker's Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's 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 Worker's Compensation Act or any

other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(D) Any Vendor/Contractor/Provider using an employee leasing company must complete the COUNTY's Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office. PROVIDER agrees coverage shall not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(C) Seminole County, Florida, its officials, officers, and employees are to be included as Additional Insureds. 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.

(3) Business Auto Policy.

(A) PROVIDER's insurance must cover PROVIDER for those sources of liability which would be covered by Section II of the latest edition of the standard 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 PROVIDER does not own automobiles, PROVIDER must 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 operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980 is involved, endorsement MCS-90 is required.

B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

(4) Professional Liability.

(A) PROVIDER must provide a Medical Professional Liability policy which covers professional misconduct or lack of ordinary skill for those positions subject to the scope of services of this Agreement.

(i.) In the event that the Professional Liability Insurance required by this Agreement is written on a claims-made basis, PROVIDER warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time service provided under this Agreement are completed.

(ii.) If PROVIDER contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this Section), then PROVIDER must provide proof of same, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PROVIDER are as specified in Exhibit A.

Section 6. Hold Harmless Agreement. In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER will hold COUNTY and its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against COUNTY, its officers, agents and employees arising from or related to the

provision of services by PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold COUNTY, its officers, employees, and agents harmless is not limited to the limits of the liability insurance required under this Agreement. Nothing contained in this Agreement may be construed to increase the liability of the insurance carrier beyond the limits of their policies with PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER's execution of this Agreement. Further, COUNTY will not hold PROVIDER responsible for the negligence of COUNTY related to the provision and maintenance of COUNTY equipment. PROVIDER is responsible for its acts related to use of COUNTY equipment and any failure to notify COUNTY of necessary maintenance or equipment failures.

Section 7. Inspections.

(a) Each ambulance, piece of equipment, training records, premises, and dispatch center (if applicable) must be available for inspection and may be inspected by the Seminole County Director of the Fire Department or his designee(s). The Fire Department must be made aware of and maintain the right to inspect, during normal working hours, PROVIDER's operational procedures, as they apply to Seminole County's operations, whenever such inspection is deemed necessary by COUNTY.

(b) PROVIDER will submit to periodic ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision. Furthermore, PROVIDER will, without prior notification, submit to ambulance inspections at their regularly stationed locations by COUNTY's Medical Director, the Director of the Fire Department, or his designee(s), at any time during normal working hours in regard to the fulfillment of PROVIDER's contractual obligations under this Agreement and PROVIDER's compliance with law.

(c) PROVIDER will, at all times, conduct its business in a proper and efficient manner and will keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair as determined by COUNTY.

Section 8. Response to Governmental Agencies. It is understood and agreed, specifically, but not by way of limitation, that PROVIDER will respond to all requests for non-emergency ambulance service received from COUNTY. PROVIDER's obligation to respond to requests for routine non-emergency transport from other government agencies is subject to the availability of an ambulance. PROVIDER will not respond to any request for non-emergency transport without being dispatched by COUNTY.

Section 9. Additional Services. PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.

Section 10. Provision of Vehicles.

(a) Each ambulance must be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by COUNTY and must conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by COUNTY. Furthermore, PROVIDER will maintain such safety and emergency vehicle equipment so as to conform to all existing Federal and State standards.

(b) Each ambulance must contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance must conform to the most recent recommendation for Essential Equipment for Ambulances, as required by the America College of Surgeons and the regulation of the Bureau of Emergency Medical Services of

the State of Florida, Department of Health. In addition, PROVIDER will have adequate replacement supplies and equipment readily available and easily accessible at all times. PROVIDER will, at its sole expense, replace all disposable and other medical supplies furnished by fire-rescue personnel.

(c) COUNTY has the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER will, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Fire Department, or his or her designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Fire Department, or his or her designee, will issue a final decision. If, upon receipt of this final decision, regardless of any further objection to this final decision, PROVIDER will comply with the final decision within sixty (60) days, or COUNTY will have the right to terminate the franchise.

(d) PROVIDER must hold valid and current State Certifications as an Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision(s), and all PROVIDER ambulances operating as Advance Life Support units in Seminole County must be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units must carry any other drugs, supplies, or equipment as determined by COUNTY's Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

Section 11. Ambulance Personnel Required.

(a) In the conduct of services under this Agreement, PROVIDER will provide a driver and attendant on every vehicle at all times while in service. PROVIDER will ensure that drivers and attendants are, at a minimum, qualified Emergency Medical Technicians holding all required

permits and registrations, including a current Florida State Emergency Medical Technician Certificate.

(b) All Advanced Life Support equipped vehicles must be staffed by at least one (1) attendant who must be a State Certified Paramedic. The second attendant on an Advanced Life Support ambulance must have documented evidence of State Certification as an Emergency Medical Technician. The Paramedic will ride in the patient compartment with the patient on all transports that have the potential to require advanced life support.

(c) PROVIDER will submit to COUNTY a current roster of all EMTs and Paramedics that may be assigned to transport a patient in Seminole County.

(d) PROVIDER will employ the services of a Medical Director in accordance with Chapter 401, Florida Statutes, as the statute may be amended time to time.

(e) PROVIDER will ensure that vehicles transporting patients in Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support, immediate medical stabilization, or both, the patient must be transported to the nearest appropriate hospital.

(f) PROVIDER will submit to the custody of the Seminole County Fire Department Director, prior to commencing service, a roster of EMTs and Paramedics performing as attendants including individuals' level of training, skill certifications and field experience. This roster must be kept complete and up-to-date at all times.

(g) Policies and procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training and certification must be submitted to the Fire Department Director upon execution of this Agreement.

Section 12. Communications.

(a) Each ambulance must maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) PROVIDER will have the equipment and communications capability necessary to comply with all applicable Federal, State, and local laws, rules, or regulations.

Section 13. Records and Reporting Systems. PROVIDER must submit patient Care Data Reports to COUNTY's Fire Department upon request as part of the Quality Assurance Program established by the Fire Department, in accordance with Chapter 401, Florida Statutes, and Chapter 64E-2, of the Florida Administrative Code.

Section 14. Medical Control.

(a) Under the terms of this Agreement, PROVIDER will observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER pursuant to the terms of this Agreement is subject to review and approval of the Seminole County Medical Director in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within COUNTY.

(c) PROVIDER will provide medical care during transport in accordance with Seminole County EMS Practice Parameters, as approved by the Medical Director. COUNTY's Medical Director and the Fire Department Director, or his designee, will review the PROVIDER

drug control program and present recommendations for improving any and all aspects of company policies in this area.

(d) PROVIDER will contract with the Seminole County Medical Director to provide supervision of medical performance of employees, as required by Chapter 401, Florida Statutes, or its successor provision. PROVIDER must recognize the Medical Director's authority to refuse to allow a Paramedic or Emergency Medical Technician to practice under his medical direction, utilizing guidelines in the Seminole County Medical Director's Paramedic/Emergency Medical Technician Review Procedure. PROVIDER must recognize the authority of the Seminole County Medical Director and his ability to conduct periodic review and inspections of patient care reports.

Section 15. Authorized Managing Agent. Throughout the term of this Agreement, PROVIDER will establish and provide an authorized managing agent, designated in writing, to COUNTY. The managing agent will be the agent upon whom all notices will be served from COUNTY. Service upon PROVIDER's agent by a COUNTY authorized representative, to be designated by the Fire Department Director, always constitutes service upon PROVIDER.

Section 16. Customer Complaints and Notification. All written complaints pertaining to service rendered pursuant to this Agreement must initially be directed to PROVIDER and must be answered within five (5) working days. PROVIDER will supply COUNTY with copies of all complaints on a form approved by COUNTY indicating the disposition of each complaint. The form must indicate the day and hour on which it was received and resolved. COUNTY will notify PROVIDER of each complaint reported to COUNTY. It is the duty of PROVIDER to take all steps necessary to remedy the cause of the complaint and notify COUNTY with a full explanation of the disposition.

Section 17. Books and Records. PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and

principles. These books and records are subject to inspection, review, and audit by the Board of County Commissioners of Seminole County or its authorized representative. These books and records must be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

Section 18. Interagency Cooperation.

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with COUNTY Medical Director and the Fire Department Director, or their designees.

(b) Cooperation includes, but is not limited to, a commitment to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection, and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications, and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as provided in this Agreement be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

Section 19. Operations. The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

Section 20. Certificate of Public Convenience and Necessity. The granting of a Certificate of Public Convenience and Necessity by COUNTY is considered a part of the consideration of the franchise and upon termination of this franchise, whether for cause or non-renewal, the Certificate of Public Convenience and Necessity will terminate and the license, for

the issuance of which the Certificate of Public Convenience and Necessity is a legal prerequisite, issued by the State must be surrendered to the State, to the extent that license relates to Seminole County.

Section 21. Termination.

(a) Bankruptcy**.** PROVIDER will be deemed to be in default under this Agreement, and all rights granted to PROVIDER will terminate without any need for notice to PROVIDER, and this Agreement will be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a receiver of PROVIDER or other custodian for PROVIDER's business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any state or federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER is sold after levy thereupon by any Sheriff or Marshal.

(b) Failure to Comply with Agreement. Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement and this default is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under

these circumstances becomes effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) Convenience. This Agreement may be terminated by COUNTY or PROVIDER at any time for convenience upon ninety (90) days written notice to the other party of such termination.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and it cannot be considered modified, altered, or amended in any respect unless in writing and signed by both parties in an agreement of equal dignity with this instrument.

Section 23. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Fire Department Director
150 Eslinger Way
Sanford, Florida 32773

For PROVIDER:

AllCare Medical Transport
425 Elm Avenue
Bunnell, Florida 32110

Either of the parties may change, by written notice as provided in this Agreement, the addresses or persons for receipt of notices.

Section 24. Responsibilities of Parties. The parties to this Agreement acknowledge that PROVIDER's non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this Section may be construed, in any way, to reduce

PROVIDER's obligations, duties, and responsibilities under the terms of this Agreement or as provided by law, rule, or regulation.

Section 25. Independent Contractor. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of PROVIDER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed so as to find PROVIDER an employee of COUNTY, and PROVIDER is entitled to none of the rights, privileges, or benefits of Seminole County employees.

Section 26. Employee Status. Persons employed by PROVIDER 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 27. Conflict Of Interest.

(a) PROVIDER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate the provisions of Part III, Chapter 112, Florida Statutes as the statute may be amended from time to time, relating to ethics in government.

(b) PROVIDER certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes, as the statute may be amended from time to time, either directly or indirectly, in the business of PROVIDER to be conducted, 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, as the statute may be amended from time to time, PROVIDER agrees that monies received from COUNTY pursuant to this Agreement cannot be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 28. 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 29. Effective Date. 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 signatories of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals.

ATTEST:

R&E AMBULANCE TRANSPORT LLC
d/b/a ALLCARE MEDICAL TRANSPORT

_____
WITNESS

By:_____
RYAN GEBHARD, PRESIDENT

_____
PRINT NAME

Date:_____

_____
WITNESS

_____
PRINT NAME

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Exhibit A – Insurance Requirements

VND/sfa
05/20/2026
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NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

EXHIBIT A

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

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability: $ 1,000,000 Per Claim

~~ End Exhibit A ~~

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport, ALS Interfacility Transport, BLS Transport, and BLS Interfacility Transport; and

WHEREAS, R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **R&E AMBULANCE TRANSPORT LLC d/b/a ALLCARE MEDICAL TRANSPORT** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Transport, ALS Interfacility Transport, BLS Transport, and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND\sfa
05/19/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Interfacility Transport and BLS Interfacility Transport, and

WHEREAS, RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR**,** Chairman

Date:_____

VND/sfa
5/18/2026
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SECOND AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT WITH RG AMBULANCE SERVICE, INC d/b/a AMERICAN AMBULANCE

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", and **RG AMBULANCE SERVICE, INC d/b/a AMERICAN AMBULANCE,** whose mailing address is 4601 N John Young Parkway Orlando, FL 32804, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non-Exclusive Franchise Agreement on June 27th, 2023 ("Agreement") allowing for PROVIDER to provide a non-exclusive ambulance service for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 23rd 2024 to delete and replace Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, the Parties also desire to amend Section 3 of the Agreement to establish response time standards for non-emergency interfacility transfer requests; and

WHEREAS, Section 23 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023, to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30, 2029.</u>
3. **Section 3 Amendment.** The Section is amended as follows with additions denoted by <u>underline</u>:

   ***

   (e) Transport from locations of facilities.

   <u>PROVIDER shall ensure that non-emergency interfacility transfers for patients in facilities such as licensed assisted living facilities (ALFs) and skilled nursing facilities (SNFs) are provided within sixty (60) minutes of the receipt of the request for transfer by PROVIDER (or its designated dispatch center) to the arrival of the ambulance at the requesting facility.</u>

PROVIDER shall comply with this response time standard in no less than ninety percent (90%) of all applicable requests for transport, as measured on a monthly basis. PROVIDER's response time requirements may be waived by the COUNTY, at its sole discretion, in certain circumstances including, but not limited to, a declared local, state or federal emergency; severe weather event; system saturation due to unusually high call volume; requests requiring delayed response due to facility readiness; law enforcement or fire department scene control; or other circumstances beyond PROVIDER's reasonable control. All deviations from the standard response time must be properly documented and are subject to COUNTY review. PROVIDER shall maintain accurate and complete records of all non-emergency interfacility transfer requests, including request receipt time, dispatch time, enroute time, and on-scene arrival time. Records must be submitted to the COUNTY monthly and be made available upon request for purposes of performance monitoring, compliance verification, and system evaluation.

If PROVIDER fails to meet the response time standards as set forth herein, COUNTY may terminate the Agreement upon written notice to PROVIDER. The Agreement will terminate thirty (30) days from the date PROVIDER receives the written notice of termination.

4. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

RG AMBULANCE SERVICE, INC.
d/b/a AMERICAN AMBULANCE

_____
Signature

By:_____
BOB EBERHART, REGIONAL
MANAGING DIRECTOR

_____
Print Name

Date:_____

_____
Signature

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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SECOND AMENDMENT TO NON EXCLUSIVE AIR AMBULANCE FRANCHISE AGREEMENT WITH ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE

THIS SECOND AMENDMENT TO THE NON EXCLUSIVE AIR AMBULANCE FRANCHISE AGREEMENT is made and entered this _____ day of _____, 2026, hereinafter referred to as "Second Amendment", and, by and between **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, hereinafter referred to as "COUNTY", and **ROCKY MOUNTAIN HOLDINGS L.L.C. d/b/a AIR CARE,** whose mailing address is 5500 South Quebec Drive, Greenwood Village, Colorado 80111, hereinafter referred to as "PROVIDER". COUNTY and PROVIDER shall be collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY a Non Exclusive Air Ambulance Franchise Agreement on June 27th, 2023 ("Agreement") allowing for PROVIDER to provide emergency air ambulance service to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, PROVIDER AND COUNTY amended the agreement on April 24, 2024 adding Section 5(d)(5) and deleting and replacing Exhibit A; and

WHEREAS, COUNTY has issued PROVIDER a Certificate of Public Convenience and Necessity pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, the Board of County Commissioners finds that PROVIDER has operated in conformity with the provisions of Chapter 17 of the Seminole County Code and have agreed to renew the agreement for a period of three (3) years; and

WHEREAS, Section 22 of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, COUNTY has determined that amending and renewing the Agreement is in the best interest of the public health, safety and welfare to continue to address the need for all citizens to have safe, efficient, and economical emergency medical services.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Second Amendment.
2. **Section 2 Amendment.** Section 2.(a) of the Agreement is amended as follows with additions denoted by underline:

   The term of the Franchise commences on July 1, 2023 to June 30, 2026. <u>The Franchise term will renew for a three-year period beginning on July 1, 2026 and expire on June 30 2029.</u>
3. **Effect.** Except as modified in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ROCKY MOUNTAIN HOLDINGS, L.L.C.
d/b/a AIR CARE

Signature

Print Name

By:
RICHARD J. CLOW, Area Manager III

Date:

Signature

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

As authorized for execution by the
Board of County Commissioners at their
_____, 2026 regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

VND/sfa
03/25/2026
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE has requested to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, it has been demonstrated that there is a need for **ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE** to operate in Seminole County to provide certain essential services to the citizens of Seminole County, specifically ALS Transport, ALS Interfacility Transport, Air Medical Transport, BLS Transport and BLS Interfacility Transport; and

WHEREAS, ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, Rule 64J-1, Florida Administrative Code, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience and Necessity (COPCN) to **ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE** from July 1, 2026 to June 30, 2029.

IN ISSUING THIS CERTIFICATE, it is understood that **ROCKY MOUNTAIN HOLDINGS, L.L.C. d/b/a AIR CARE** will meet the requirements of State law, County ordinances, and all other legal requirements to provide ALS Transport, ALS Interfacility Transport, Air Medical Transport, BLS Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
ANDRIA HERR, Chairman

Date:_____

VND/sfa
5/19/2026
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COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0526

Title:

Request for Board approval to complete the required Information request packet and eligibility documentation necessary to secure the grant funding allocation to the Florida Department of Commerce for the Community Development Block Grant-Disaster Recover funds as part of the Rebuild Florida 2023/2024 Storms Hazard Mitigation Grant Match Program (HMGMP) in the amount of $1,057,080 for the Hazard Mitigation Grant Program (HMGP) Michigan Avenue project local match, Phase II (construction); and authorize the County Manager or designee to execute all grant documents associated with the application. Countywide **(Tawny Olore P.E., Public Works Director)**

Division:

Public Works

Authorized By:

Tawny Olore P.E., Public Works Director

Contact/Phone Number:

Marie Lackey/407-665-2424

Background:

The United States Department of Housing and Urban Development (HUD) announced that the State of Florida would receive Community Development Block Grant - Disaster Recovery (CDBG-DR) funding as part of the Rebuild Florida Storms HAZARD Mitigation Grant Match Program (HMGMP) to support long-term resiliency and mitigation efforts following the 2023/2024 storms. The CDBG-DR HMGMP intent to award is based upon receiving funding from the Hurricane Idalia, Hazard Mitigation Grant Program (HMGP) for the Seminole County Michigan Avenue Flood Risk Reduction project from the Florida Division of Emergency Management (FDEM). As a recipient of this funding, Seminole County has been deemed preliminarily eligible to receive FEMA's required local match. The Florida Department of Commerce is the governor-designated state authority responsible for administering these funds.

Seminole County's HMGP Michigan Ave project Phase I (design, survey and

permitting) grant was executed on May 20, 2026, in the amount of $427,770 (75/25 split). Phase I is complete and close-out submittals are being prepared for the State. Phase II (construction) grant funding will commence upon Phase I close-out. If Phase II is awarded through the HMPG Grant, the HMGMP funding in the amount of $1,057,080 from the Florida Department of Commerce will fulfill the matching funds requirement for the HMGP Phase II construction. The application for the CDBG-DR is due to the Florida Department of Commerce by July 6, 2026.

Requested Action:

Staff requests board approval to submit the required information request packet and eligibility documentation necessary to secure the grant funding allocation to the Florida Department of Commerce for the Community Development Block Grant -Disaster Recover funds as part of the Rebuild Florida 2023/2024 Storms Hazard Mitigation Grant Match Program (HMGMP) in the amount of $1,057,080 for the Hazard Mitigation Grant Program (HMGP) Michigan Avenue project local match, Phase II (construction); and authorize the County Manager or designee to execute all grant documents associated with the application.

May 4, 2026

Andria Herr, Chairman
Seminole County
1101 E. 1st Street
Sanford, FL 32771

Dear Chairman Herr,

The Florida Department of Commerce (FloridaCommerce) is pleased to inform you of our intent to award Seminole County with Community Development Block Grant-Disaster Recovery (CDBG-DR) funds, as part of the Rebuild Florida 2023/2024 Storms Hazard Mitigation Grant Match Program (HMGMP). The CDBG-DR HMGMP award is based upon the Seminole County Michigan Avenue Flood Risk Reduction project having received a Hazard Mitigation Grant Program (HMGP) award from the Florida Division of Emergency Management (FDEM). As a recipient of FDEM/FEMA-HMGP funding, your community has been deemed preliminarily eligible to receive FEMA's required local match. The intent to award allocation for your CDBG-DR project is:

Award Amount: $1,057,080.25

Accompanying this email, you will find the Rebuild Florida HMGMP Information Request Packet. These documents must be completed and returned to the Program so that FloridaCommerce can verify the full eligibility of your project. This information packet must be returned to FloridaCommerce by **5:00 PM (EST) on Monday, July 6, 2026**.

Once FloridaCommerce has verified your project's eligibility, a representative from the Rebuild Florida HMGMP will contact you to continue moving forward in the grant process.

Please note that no grant-related activities may commence until such time as Seminole County has a fully executed Subrecipient Agreement and has completed the appropriate level of an environmental review.

FloridaCommerce looks forward to partnering with your community to support your disaster recovery needs. If you have any questions or need further information, please contact Garnet Nevels, Bureau Chief, at (850) 921-3265 or via email at Garnet.Nevels@Commerce.fl.gov.

Respectfully,

Justin R. Domer, Deputy Secretary
Division of Community Development

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Fl Relay Service at 711.

File Number: 2026-0525

Title:

Approve and authorize the Chairman to execute a Wetlands Mitigation Credit Purchase Agreement to purchase mitigation bank credits needed for the Slavia Road Improvements, from Red Bug Lake Road to Aloma Ave (S.R. 426) project (CIP # 01785146). District1 - Dallari and District2 - Zembower **(Tawny Olore, P.E., Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

Tawny Olore, P.E., Public Works Director

Contact/Phone Number:

Arturo Perez/407-665-5716

Background:

The Slavia Road Capacity Improvement project, from Red Bug Lake Road to State Road 426 is a Gen 3 project, is currently under design (90% plans have been submitted to the county). The purpose of the project is to widen Slavia Road along this corridor from two to four lanes. Due to the widening, impacts to the adjoining wetlands which border the existing road are unavoidable and impacts to them must be mitigated by state and federal law. The impacts to state regulated wetlands were mitigated during prior permitting with the St. Johns River Water Management District. Federal impacts were originally to be mitigated via permitting with FDEP; however, due to the US District Court vacating the state's 404 permitting authority in February 2024, the 404 permitting process was remanded to the US Army Corps of Engineers. As such, the 404 permitting process for this project had to be redone through USACE, at which time they assessed an impact of 0.98 direct and 1.48 secondary for a total of 2.46 direct and secondary acres of federally regulated wetlands. Based on the Wetland Rapid Assessment Procedure (WRAP), a methodology used to assess wetland impacts, it was assessed that the mitigation would consist of a purchase of 0.52 Corps WRAP General Wetland credits. Seminole County, in order to satisfy this

requirement, obtained a binding cost estimate from Holland Properties, Inc . (for $15,000 per credit) and Jesup Station Mitigation Area & Colbert Cameron Mitigation Bank (for $30,000 per credit), for the required credits conclude the USACE 404 permitting process. Seminole County has elected to proceed with the purchase of credits from Holland Properties, Inc., the lowest bidder.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Wetlands Mitigation Credit Purchase Agreement to purchase mitigation bank credits needed for the Slavia Road Improvements, from Red Bug Lake Road to Aloma Ave (S.R. 426) project (CIP # 01785146).

WETLAND MITIGATION CREDIT RESERVATION AND SALE AGREEMENT

THIS WETLAND MITIGATION CREDIT RESERVATION AND SALE AGREEMENT (hereinafter referred to as this "Agreement"), is by and between **HOLLAND PROPERTIES, INC.** (hereinafter referred to as "Seller"), and **SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (**hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller owns a mitigation project located in Orange County, Florida known as the TM-Econ Mitigation Bank (hereinafter referred to as the "Bank"),

WHEREAS, the Bank is permitted by the St. Johns River Water Management District (hereinafter referred to as "SJRWMD") under SJRWMD Permit No. 4-095-84310-7 (hereinafter referred to as the "District Permit") and has wetland mitigation credits available for reservation and sale and the US Army Corps of Engineers (hereinafter referred to as the "Corps") under Corps Permit No. SAJ-2001-07089 (hereinafter referred to as the "Corps Permit") and has wetland mitigation credits available for reservation and sale;

WHEREAS, Purchaser is undertaking the development and/or construction of the project known as **SLAVIA ROAD CAPACITY IMPROVEMENTS RED BUG LAKE ROAD TO SR 426** (hereinafter referred to as the "Project") and in connection therewith has applied for certain permit from the Corps **SAJ-2024-01191** (hereinafter referred to as the "Permit");

WHEREAS, as part of the approval process for such permit from the Corps, it is anticipated that Purchaser will be required to purchase wetland mitigation credits to satisfy the conditions for issuance of the Permit; and

WHEREAS, Purchaser desires to purchase from Seller **Fifty-Two Hundredths (0.52)** Corps WRAP General Wetland credits (hereinafter referred as "Credits") from the Bank, and Seller has agreed to sell to Purchaser such wetland mitigation credits, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

SECTION 1. AGREEMENT TO RESERVE AND PURCHASE CREDITS

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Corps Credits from the Bank.

SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price (hereinafter referred to as the "Purchase Price") for the Credits shall be **Seven Thousand Eight Hundred** Dollars and no cents ($**7,800.00**). The Purchase Price is based on the following per whole credit price:

Fifteen Thousand Dollars and no cents ($**15,000.00**) for each Corps WRAP General Wetland credit.

The Purchase Price shall be paid by Purchaser to Seller as follows:

(a) Cash Due at Closing. The balance of the total Purchase Price shall be paid by Purchaser to Seller at the Closing (as defined in Section 4) in U.S. cash, check or by a completed bank wire transfer of immediately available funds to an account designated by Seller. In the event of payment by check, the completion of the Closing will be delayed, and the closing documents shall be retained and held by Seller, until the clearance of funds.

SECTION 3. COVENANTS OF SELLER

Seller covenants and agrees that it shall comply with all conditions and continuing requirements as set forth in the management plan for the Bank approved by the Corps. Responsibility for the compliance as to mitigation for the Bank site shall solely be the responsibility of Seller. The provisions of this section shall survive the Closing.

SECTION 4. CLOSING

Purchaser shall remit the Purchase Price to Seller within thirty (30) days of the execution of this Agreement or no later than August 31, 2026. Upon receipt of Purchaser's Project Permit and Purchase Price, Seller shall provide to Purchaser documentation as required by the Corps to effectuate the transfer of Credits to Purchaser's Project Permit.

SECTION 5. NOTICE

Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith.

IF TO SELLER:	Holland Properties, Inc. Attn: RM Holland P.O. Box 620456 Orlando, FL 32862-0456 Rmhpi5164@gmail.com
With a copy to:	EcoCredit Marketing Attn: Kae Hovater 614 East Highway 50, #254 Clermont, Florida 34711 kae@ecocreditmarketing.com
IF TO PURCHASER:	Seminole County Public Works Department 100 E. First Street Sanford, FL 32771

With a copy to: Dewberry
Attn: Nicole Gough
800 North Magnolia Ave., Suite 1000
Orlando, FL 32803-3251
NGough@Dewberry.com

SECTION 6. TERMINATION

(a) If Buyer fails to make payment in accordance with this Agreement, this Agreement automatically terminates with no penalty to Buyer.

(b) Buyer may terminate this Agreement at any time upon giving thirty (30) calendar days' written notice to Seller, or another timeframe mutually agreed upon by the Parties. If Buyer elects to terminate this Agreement and Buyer has paid the Purchase Price to Seller, Seller agrees to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer.

SECTION 7. INDEMNIFICATION

Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

SECTION 8. STATUTORY ATTESTATION

As required by section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

SECTION 9. MISCELLANEOUS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or electronically transmitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals, and undertakings between the parties regarding the subject matter hereof. No covenants, agreements, terms, provisions, undertakings, statements, representations, or warranties, whether written or oral, made or executed by any party hereto or any employee or agent thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement. This Agreement or any provision hereof may be amended or waived

only by written agreement signed by both parties. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other. The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the section headings shall be ignored in construing and interpreting this Agreement. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. Neither party may assign this Agreement without the prior written consent and approval of the other party (and if required by them, the approval of SJRWMD and the Corps). No party shall be responsible for failure or delay in performance hereunder if such delay or failure in performance is caused by conditions beyond such party's reasonable control, including without limitation fire, flood, riot, strikes, labor disputes, acts of God or of the public enemy, war or civil disturbances, or any future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency of such government). All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, the prevailing party in such litigation shall be entitled to recover such party's out-of-pocket costs and reasonable attorneys' fees. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Orange County, Florida.

SECTION 10. EFFECTIVE DATE

For the purposes of this Agreement, the "Effective Date" of this Agreement shall mean the date of the signature of the last of Seller and Purchaser to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown above the signature of each.

SELLER:

HOLLAND PROPERTIES, INC.
D/B/A TM-ECON MITIGATION BANK

By:_____
R.M. Holland, President

Date:_____, 2026

PURCHASER:

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
ANDRIA HERR, Chairman

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

Date:_____, 2026

For the use and reliance of
Board of
Seminole County only.

As authorized for execution by the

County Commissioners at its,
_____, 20__, regular meeting.

Approved as to
form and legal
sufficiency.

_____
County Attorney

Exhibit A

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

HOLLAND PROPERTIES, INC.

_____
Witness

_____
Print Name

By: _____
R.M. HOLLAND, President

Date: _____

_____
Witness

_____
Print Name

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Mitigation Bid Request

Seminole County has submitted State Environmental Resource Permit (ERP) and Florida Department of Environmental Protection (FDEP) State 404 Assumption permit for a project anticipated for construction commencement in 2024. The project described below will require the purchase of mitigation bank credits to offset jurisdictional wetland and/or surface water environmental impacts. The bank you represent has been identified as a potential source to provide a portion of (or all of) these credits depending on your approved service area.

It is your responsibility to thoroughly review the permit applications and assess whether your bank can meet the permit requirements. All credits must satisfy state and federal requirements. Credit requirements are expressed in the Uniform Mitigation Assessment Method (UMAM); a Wetland Rapid Assessment Procedure (WRAP) / Modified WRAP (M-WRAP) Summary Table is also provided for reference.

Project: Slavia Road Capacity Improvements Red Bug Lake Road to State Road 426

St. Johns River Water Management District (SJRWMD) Application No. 202702-1 is currently under review. The permit application and documentation are available on the SJRWMD website. The FDEP State 404 Assumption permit (Application No. ST404_ 0435317-001-SFI), is also currently under review with FDEP. Preliminary functional loss calculations indicate the permit will likely require 1.31 Freshwater Forested UMAM/WRAP State and Federal credits. The project is located within the Lake Jesup Cumulative Impact Basin and the Upper St. Johns Hydrologic Unit Code (HUC) 03080101. The final total (1.31 dual credits) may differ slightly.

Bid Form

Project: Slavia Road Capacity Improvements Red Bug Lake Road to State Road 426

Banks within the service area are requested to make electronic bids for the anticipated 1.31 UMAM credits. Prices should be valid for up to 1.40 credits should changes be made during the final permit processing. Please fill out your appropriate category.

Banks within the service area:

State UMAM Credits:
Price per credit for Freshwater Forested Credits $445,000.00 X 1.31 credits = $582,950.00
Price per credit for Freshwater Forested Credits $445,000.00 X 1.40 credits = $623,000.00

FDEP State 404 Assumption UMAM
Price per credit for Freshwater Forested Credits $30,000.00 X 1.31 credits = $39,300.00
Price per credit for Freshwater Forested Credits $30,000.00 X 1.40 credits = $42,000.00

Dual State and FDEP 404 Assumption Credits
Price per credit for Freshwater Forested Credits $NA X 1.31 credits = $NA
Price per credit for Freshwater Forested Credits $NA X 1.40 credits = $NA

The bid above is for the purchase of up to 1.40 credits. It is understood the number of credits is undetermined but will range from 1.31 to 1.40 total credits. The cost per credit will remain the same for this range.

By submitting this bid, I agree to sell Seminole County the required number of credits.

Victoria Bruce	Authorized Representative	Jesup Station Mitigation Area (State) & Colbert Cameron Mitigation Bank (Federal)
Name:	Position:	Bank Represented:
Victoria Bruce		12/29/23
Signature		Date

Please provide your private bids utilizing this form, to Nicole Gough (ngough@dewberry.com) on behalf of Seminole County no later than January 7, 2023 at noon.

Bid Form

Project: Slavia Road Capacity Improvements Red Bug Lake Road to State Road 426

Banks within the service area are requested to make electronic bids for the anticipated 1.31 UMAM credits. Prices should be valid for up to 1.40 credits should changes be made during the final permit processing. Please fill out your appropriate category.

Banks within the service area: TM Econ Mitigation Bank Phase 1-3

State UMAM Credits:
Price per credit for Freshwater Forested Credits $N/A X 1.31 credits = $ N/A
Price per credit for Freshwater Forested Credits $ N/A X 1.40 credits = $ N/A

FDEP State 404 Assumption UMAM
**Price per credit for Freshwater Forested Credits $15,000 X 1.31 credits = $19,650.00
**Price per credit for Freshwater Forested Credits $15,000 X 1.40 credits = $21,000.00

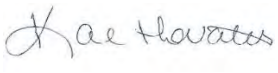
Dual State and FDEP 404 Assumption Credits
Price per credit for Freshwater Forested Credits $N/A X 1.31 credits = $N/A
Price per credit for Freshwater Forested Credits $ N/A X 1.40 credits = $N/A

**WRAP credits

The bid above is for the purchase of up to 1.40 credits. It is understood the number of credits is undetermined but will range from 1.31 to 1.40 total credits. The cost per credit will remain the same for this range.

By submitting this bid, I agree to sell Seminole County the required number of credits.

Kae Hovater	Authorized Agent	TM Econ MB Phase 1-3
Name:	Position:	Bank Represented:



_____ January 6, 2024
Signature Date

Please provide your private bids utilizing this form, to Nicole Gough (ngough@dewberry.com) on behalf of Seminole County no later than January 7, 2023 at noon.

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

File Number: 2026-0502

Title:

A Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security and Artificial Intelligence Policy); and providing an effective date. Countywide **(Joe Alcala, Information Technology Director)**

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Joe Alcala/407-665-1111

Background:

Purpose (Section A) Updated

The section now provides a clear explanation of the Policy's role in establishing security standards and procedures, highlights the importance of managing IT risks, and places greater emphasis on protecting County IT resources to ensure their availability, confidentiality, and integrity. Repeated or unclear language has been removed for clarity.

Scope (Section B) Revised

Key changes include using more inclusive wording about who the policy applies to, specifying that anyone (including Constitutional Office Employees) with access to County IT systems is covered, and refining the definition of "Users" while eliminating fragmented language.

General Provisions (Section C) Added

Major updates have addressed governance and oversight by officially designating the CIO as Chief Information Security Officer (CISO) and clarifying the responsibilities of the Information Security Division Manager (ISDM). County devices must be used solely for County business, and any intellectual property created from County data is

owned by the County. Procurement processes now require an IT Request Form and CIO approval before technology solutions are solicited, and mandatory reporting of incidents via email has been added.

Artificial Intelligence (Section D) Added

A new major section covers acceptable uses, noting that only AI platforms approved by the CIO may be used and requiring compliance with contract terms for third-party data use. Publicly posted AI-generated content must disclose AI use. Users are responsible for checking AI outputs for errors or missing information, and it is prohibited to input confidential or protected data (such as PII, HIPAA, or credit card information) into AI tools, with training features disabled where possible.

Training (Section E)_Revised and Reorganized

Cybersecurity training requirements now align with Florida Statutes (Section 282.3185), with training to be completed within 30 days of hiring and annually thereafter. The update highlights that everyone across the County shares responsibility for cybersecurity awareness.

Non-Compliance (Section F) Revised

Consequences for violating the policy are clearly explained. Violations may result in loss of access, disciplinary action, or legal measures for severe cases.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security/Data Access Policy); and providing an effective date.

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

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY RETITLING SECTION 26.5 FROM "INFORMATION SECURITY/DATA ACCESS POLICY" TO "INFORMATION SECURITY AND ARTIFICIAL INTELLIGENCE POLICY", AMENDING THE PURPOSE AND SCOPE SUBSECTIONS, ADDING A GENERAL SUBSECTION, ADDING AN ARTIFICIAL INTELLIGENCE SUBSECTION, AMENDING THE TRAINING SUBSECTION, DELETING THE "ROLES" AND "DIRECTIVES" SUBSECTIONS, AMENDING THE "NON-COMPLIANCE" SUBSECTION, DELETING THE "RESPONSIBILITY" SUBSECTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Seminole County has determined that certain updates, including the need to retitle, reorganize, eliminate redundancy, remove outdated sections or language, and update outdated sections or language are necessary for clarity, to increase efficiency, and for ease of administration; and

WHEREAS, the "Purpose", "Scope", and "Non-Compliance" subsections are revised for brevity and technical accuracy; and

WHEREAS, the "General" subsection added to clarify certain roles and responsibilities, provide administrative directive on use of County-owned devices, ownership of data, procurement

of goods and services involving technology, and the reporting of incidents and suspicious information to the Information Technology Security Team; and

WHEREAS, an "Artificial Intelligence ("AI")" subsection is added to explain AI and provide for acceptable and unacceptable uses of AI; and

WHEREAS, the "Training" subsection is amended to comply with Section 282.3185, Florida Statutes; and

WHEREAS, the "Roles", "Directives", and "Responsibility" subsections are deleted and, to the extent necessary, consolidated into the "General" subsection; and

WHEREAS, Section 26.5 of the Seminole County Administrative Code is amended as set forth in the attached Exhibit A; and

WHEREAS, the Seminole County Board of County Commissioners have a public purpose in the efficient administration of information technology matters of Seminole County government.

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

Section 1. Section 26.5 of the Seminole County Administrative Code is hereby amended by the new Section 26.5, as set forth in Exhibit A, attached hereto and made part of this Resolution.

Section 2. This Resolution and the attached Exhibit A will take effect immediately following their adoption and will remain in effect until terminated or superseded by further action of the Board.

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

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
ANDRIA HERR, Chairman

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

Date:_____

Attachments:
Exhibit A: Section 26.5

BP/
9/16/25

SECTION 26. INFORMATION ~~SERVICES~~ TECHNOLOGY DEPARTMENT

26.5 INFORMATION SECURITY/~~DATA ACCESS~~ AND ARTIFICIAL INTELLIGENCE POLICY

A. PURPOSE.

~~(1)~~ The purpose of ~~the~~ this Information Security/~~Data Access~~ and Artificial Intelligence Policy ("Policy") is to ~~provide direction for effectively and efficiently managing the~~ establish security standards and procedures, manage informational technology related risks, protect ~~to~~ Seminole County (the "County") ~~Government's~~ information technology assets, and ensure data availability, confidentiality, and integrity. ~~against accidental or malicious disclosure, modification or destruction whether internal or external, deliberate, or accidental.~~

~~(2) Security is critical to the organization's survival. This policy also defines the access controls that must be put into place to protect information by controlling who has the right to access the information assets, whether it is actual data, the hardware on which the data resides, or the application software used to manipulate data on systems installed throughout the County.~~

B. SCOPE. This ~~p~~Policy applies to all ~~members of the Board of County Commissioners, its departments, employees, volunteers, interns, contractual third parties, appointed committee members and Seminole County Constitutional Officers and their employees~~ individuals with any form of access to the ~~information and~~ information technology systems ~~which impact the daily operations of~~ ~~Seminole~~ the County ("Users") ~~Government~~.

C. GENERAL.

(1) The Chief Information Officer ("CIO") is designated as the Chief Information Security Officer ("CISO") for the County. The CIO is responsible for providing governance, management, and oversight to the Information Technology Department, and the CIO and their designees are responsible for establishing County-wide standards and procedures as it relates to technology, artificial intelligence ("AI"), and data, including but not limited to, approved platforms, administrative access rights, extent of access control, and password management.

(2) In coordination with and as approved by the CIO, the Information Security Division Manager ("ISDM") is responsible for maintaining and executing information security frameworks, developing security standards and procedures, establishing and maintaining security incident response plans, and providing outreach and cybersecurity training for County employees.

(3) All Users utilizing County-owned devices, including but not limited to, cellphones, tablets, and laptops ("Devices"), must do so in accordance with all applicable State of Florida and Federal laws, rules, regulations, and County policies. Users may only utilize County Devices for County business. Users are responsible for activities conducted using County-owned Devices within the reasonable control of the User and may not

attempt to circumvent or modify the security features and non-administrative controls set forth by the Information Technology Department.

(4) Users must not share passcodes and passwords with any other individual, irrespective of whether another individual is a User.

(5) All data, including hardware and software, and Devices are owned by the County, some of which may be licensed or leased from a third-party or created by a User. If a User creates intellectual property using County data, which includes County information, that is not publicly available, whether during the course and scope of employment or thereafter, the intellectual property is owned solely by the County.

(6) Prior to any procurement containing technology, in whole or in part, the user department must submit an IT Request Form to the assigned departmental project management team member within the Information Technology Department ("Project Manager"). The Project Manager will evaluate the request with other units within the Information Technology Department, such as the Security and Infrastructure teams, and the CIO, who must approve the request prior to soliciting the goods or services irrespective of the amount of the goods or services sought.

(7) Users must retain public records, as defined in Ch. 119, Florida Statutes, in accordance with the Public Records Maintenance, Storage, and Retention Policy set forth in the Seminole County Administrative Code.

(8) Users must immediately report incidents and suspicious information technology related activity to the Information Technology Security Team at: CSDSupport@SeminoleCountyFL.gov and InfoSec@SeminoleCountyFL.gov.

D. Artificial intelligence. AI is technology that enables computers and machines to simulate tasks performed by humans, such as learning, reasoning, comprehension, problem solving, and decision-making. AI technologies may include, but are not limited to, generative artificial intelligence tools, machine learning systems, predictive analytics technologies, automated decision-support systems, and vendor platforms that incorporate artificial intelligence capabilities. Generative AI creates new content, including text, images, code, audio, or video. For purposes of this Policy, AI and Generative AI are referred to as AI.

(1) **Acceptable Use and Requirements of AI.**

(A) Only those AI platforms approved by the CIO or their designees may be used for County business and only in accordance with all applicable State of Florida and Federal laws, rules, regulations, and County policies. When using AI platforms approved by the CIO or their designees, Users must independently verify all outputs through human review and may not solely rely on AI-generated content for accuracy, completeness, or decision-making.

(B) If Users intend to use data that is the subject of a contract or potential contract between the County and a third-party, Users must review the contract provisions to determine whether there are any prohibited uses of data in AI platforms. At all times, Users must comply with contract terms.

(C) If information or work product generated by AI is published publicly by a User, a statement must be included with the information or work product that it was generated with the use of AI.

(D) By using AI, Users acknowledge that AI is not error-free. The use of AI depends on data input and AI does not factor in human awareness. Therefore, Users must be aware of grammatical errors and incomplete results that may be produced. In all cases, AI results must be validated by Users.

(E) AI shall be used and maintained in a manner that will not cause harm to the general public, the County, or its officers and employees. When using AI, Users must maintain the safety and welfare of the community as a primary consideration.

(F) AI shall be implemented and maintained with appropriate controls to protect confidential and organizational data and to mitigate risks of unauthorized access, disclosure, and leakage associated with the use of AI.

(2) **Unacceptable Uses of AI.** Users must not input confidential information, including but not limited to, social security, credit card, cybersecurity, Health Insurance Portability and Accountability Act ("HIPAA"), or personally identifiable information, into AI platforms. Confidential information is information that is protected by any applicable law or may reasonably be determined to be sensitive. Instead, Users must anonymize or de-identify information prior to the use of AI.

~~C~~ **E. TRAINING.** Cybersecurity training is a foundational component of protecting the County's information technology network and data from cyber threats and to ensure availability, confidentiality, and integrity. Pursuant to Section 282.3185, Florida Statutes, all local government employees and technology professionals must complete cybersecurity training within thirty (30) days after commencing employment and annually thereafter, to strengthen awareness, reduce risks, and improve response capabilities. The mandatory training, including simulated phishing exercises, will be established by the Information Technology Department.

~~(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information, information systems or both.~~

~~(2) It is the responsibility of every computer user to know what constitutes acceptable use of Seminole County Government systems, to know the guidelines, and to conduct their activities accordingly.~~

~~(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect Seminole County Government information assets before they are granted access.~~

~~(4) Security awareness training will be provided at regular intervals to ensure that all necessary employees maintain the desired level of proficiency.~~

~~**D. ROLES.** The roles of specific County staff in implementing this policy are set forth below:~~

~~(1) Data Custodian: A member or members, who have ultimate responsibility for ensuring the protection and use of the organization's data. Responsibilities include:~~

~~(a) Identifying what data belongs to the Board and identifying the system of record.~~

~~(b) Identifying and documenting what roles are allowed access to the data and the level of access required.~~

~~(c) Determining and documenting the process for authorizing individuals to access the data.~~

~~(d) Implementing processes that maintain the integrity and accuracy of the data.~~

~~(e) Ensuring that the data is protected, and the applicable laws are followed concerning handling of the data.~~

~~(2) Security Administrator: This role is responsible for the security of the data and systems that store the data. The responsibilities of this role include:~~

~~(a) Providing access to the users that are approved by the data custodian.~~

~~(b) Protecting data from unauthorized users.~~

~~(c) Ensuring that appropriate disaster recovery procedures are in place.~~

~~(3) Data User: The role is designated by the data custodian and has permission to access and use the data. Responsibilities include:~~

~~(a) Being accountable for all data made with his or her account.~~

~~(b) Ensuring that all use and distribution of data is only for approved purposes.~~

~~(c) Not disclosing data to unauthorized people.~~

~~(d) Keeping his or her password secret.~~

~~(4) Information Security Officer: This role is designated by the Chief Information Officer and responsibilities include:~~

~~(a) Assuming overall responsibility for the security of the County's information systems and data integrity.~~

~~(b) Establishing the policies and procedures necessary to ensure the security and integrity of the County's data and information systems.~~

~~(c) Working with Data Custodians to ensure the reliability and enforcement of any related policies and procedures.~~

(d) Organizing incident response to security breaches in order to minimize data loss or integrity concerns.

(5) Information Services Department: This role is responsible for supporting the electronic data systems infrastructure. Responsibilities include:

(a) Documenting and supporting the structure of the organization's data.

(b) Supporting the use of standard data definitions throughout the organization.

(c) Facilitating the appropriate sharing of data and integration of data between the organization's systems.

(6) Chief Information Officer: This role is responsible for providing oversight to the Information Services Department and providing guidance to the county on information systems issues. Responsibilities include:

(a) Appointing and revoking Data Custodian roles to all electronic information systems.

(b) Assuming the role of Information Security Officer in absence of other designees.

E. DIRECTIVES.

(1) All data, including software, produced by County employees, volunteers, interns, Commissioners and their aides, and third-party vendors while employed by the Board, is solely owned by the Seminole County Board of County Commissioners.

(2) All computer hardware, computing devices, including tablets and smart phones, operating systems, and third-party software applications purchased using funding provided by the Board are solely owned by the Seminole County Board of County Commissioners.

(3) Access to any information system that has security risks requires authentication by userid or password, biometric system, multi-factor authentication or other mechanism which minimizes unauthorized access to or alteration of the County's data. The Information Security Officer shall approve the appropriate authentication method.

(4) The Information Security Officer shall document and maintain appropriate standards for the creation, size, style and expiration period of passwords. All data users shall follow the standards.

(5) The Board delegates the responsibility for ensuring that the appropriate level of user access management is implemented and maintained in a secure manner to the Chief Information Officer or his or her designees. The Chief Information Officer shall assign an appropriate Data Custodian for each of the computer systems owned by the Board of County Commissioners.

~~(6) Formal user access control procedures must be documented, implemented and kept up to date by the Data Custodian for each application and information system to ensure authorized user access only. These procedures must cover all stages of the lifecycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access. Security Administrators shall allocate access rights and permissions for each user to computer systems and data that are commensurate with the task they are expected to perform.~~ Users will not be granted ~~access to information that is unnecessary for the performance of their tasks. The system's Data Custodian is responsible for determining the appropriate authorization levels for each data user.~~

~~(7) Where Board owned data systems cross the boundaries of the Board and other Constitutional Officers, the Chief Information Officer shall create a committee composed of members of both organizations to ensure that the data integrity and operational needs of both organizations are met. The Board of County Commissioners shall resolve any disputes. Under any circumstance, the Board delegates to the County Manager the ability to request access rights to any Board owned system for any data user. Any request made by the County Manager must be fulfilled as soon as possible.~~

~~(8) Employees outside the Information Services Department do not have administrative rights to any of the Board's information systems unless that access is granted in writing by the County Manager, Chief Information Officer, or designee(s).~~

~~(9) No information created by an employee of the Board of County Commissioners that is produced using County equipment will be considered private to the employee.~~

~~(10) Employees shall not install software on their computers or any computing device without the approval of the Information Security Officer or his or her designee.~~

~~(11) All employees of the Board of County Commissioners must retain data as required by Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time ("Public Records"), and all other applicable law. Under no circumstance may an employee release data to the general public that is exempt from Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, and all other applicable law.~~

F. NON-COMPLIANCE. ~~Non-compliance~~ Failure to comply with this Policy ~~by Seminole County employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on the severity of violations and applicable legal statutes, consequences could~~ may result in removal or limitation of access rights ~~and special system privileges, removal of system access,~~ or~~, for County employees,~~ disciplinary action~~, to include~~ including but not limited to, potential termination of employment. ~~In severe cases of fraud or breach of privacy laws, legal action may be taken.~~

~~**G. RESPONSIBILITY.** The Board of County Commissioners bears the ultimate authority and responsibility for Seminole County Government's information security. As~~

~~such, the Board has established this Policy and directs Seminole County Government personnel to implement the Information Security/Data Access Policy as follows:~~

~~(1) The County Manager shall approve and enforce all information security guidelines that have county-wide scope.~~

~~(2) The County Manager shall appoint the Chief Information Officer or his or her designee as the Information Security Officer (ISO) to provide the direction and technical expertise to ensure that Seminole County Government's information is properly protected.~~

~~(3) All Seminole County Government Directors, Managers, Program Managers, Supervisors and other Seminole County Constitutional Officers (where their staff access the County's data systems) are directly responsible for implementing the Information Security/Data Access Policy and any subsequent policies, procedures and guidelines developed by the Information Security Officer and approved by the County Manager within their areas of responsibility, and for adherence by their staff.~~

~~H~~ G. AUTHORITY. ~~Public Records Act, Chapter 119, Florida Statutes~~
Resolution 2003-R-36 adopted February 11, 2003
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2008-R-55 adopted February 12, 2008
Resolution 2010-R-26 adopted January 26, 2010
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2016-R-187 adopted November 15, 2016
Resolution 2026-R- adopted

File Number: 2026-0519

Title:

A Resolution delegating temporary authority to the Building Official and the Development Services Director to establish fees pursuant to House Bill 803 **(Mike Rhodes, Development Services Director)**

Division:

Development Services

Authorized By:

Tricia Johnson, Deputy County Manager

Contact/Phone Number:

Mike Rhodes/407-665-7376

Background:

During its 2026 session, the Florida legislature passed House bills 399 and 803, which generally requires that development fees reflect the actual cost of providing services associated with such permits. House bill 803 specifically sets forth a deadline for compliance of July 1, 2026. Since this deadline precedes the ordinary budget process, it is necessary to provide the Building Official and Development Services Director a reasonable amount of latitude to adjust fees to ensure they reflect the actual costs contemplated by the Statute. This Resolution provides for the delegation of temporary authority to the Building Official to establish inspection fees and building permit fees; and delegation of temporary authority to the Development Services Director to establish Development Permit and Development Order application fees. In order to further comply with the State mandate, county staff has requested budget authorization in FY 26-27 to conduct a study of all development fees to ensure compliance with the State requirements and make appropriate adjustments to be reflected in the County's published fee schedule once approved by the Board of County Commissioners. The Resolution provides for the termination of temporary authority upon adoption of the approved schedule.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a resolution

delegating temporary authority to the Building Official and the Development Services Director to establish fees pursuant to legislative changes

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

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION DELEGATING TEMPORARY AUTHORITY TO THE BUILDING OFFICIAL TO ESTABLISH INSPECTION FEES AND BUILDING PERMIT FEES; DELEGATING TEMPORARY AUTHORITY TO THE DEVELOPMENT SERVICES DIRECTOR TO ESTABLISH DEVELOPMENT PERMIT AND DEVELOPMENT ORDER APPLICATION FEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 6, 2026, House Bill 803 was signed by the Governor which, among other provisions, prohibits local enforcement agencies from basing building inspection fees on the total valuation of a project, and instead requires inspection fee costs to be based on the actual inspection costs incurred by the local enforcement agency; and

WHEREAS, House Bill 803 also requires permit fee reductions by local jurisdictions in the administration of alternative plans review and inspection ("Private Provider") procedures; and

WHEREAS, the new inspection fee valuation and permit reduction criteria contained in House Bill 803 become effective on July 1, 2026; and

WHEREAS, on March 27, 2026, House Bill 399 was signed by the Governor which, among other provisions, requires application fees for development permits and development orders to reasonably relate to the costs associated with the review, processing, and final disposition of the application fee and not on the valuation of the project; and

WHEREAS, the new application fee cost criteria for development permits and development orders contained in House Bill 399 become effective on January 1, 2027; and

WHEREAS, in the light of the new building and development fee cost criteria enacted by the Florida Legislature, the Board of County Commissioners (the "Board") finds it in the public's

best interest for the Seminole County Building Official and Development Services Director to be delegated temporary authority to establish fees in their respective discipline areas within the County so as to timely comply with legislative timeframes; and

WHEREAS, it is the intent of the Board to delegate this authority until such time as additional information and analysis can be gathered to adopt a permanent fee schedule; and

WHEREAS, upon the formal adoption of a permanent fee schedule by the Board, the temporary authority conferred by this Resolution will automatically terminate.

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. Temporary Delegation of Authority to Building Official. The Seminole County Building Official is hereby delegated temporary authority to establish building inspection and permitting fees based on the criteria set forth in House Bill 803. The delegation conferred by this Resolution will terminate automatically upon the Board's formal adoption of an updated permanent fee schedule concerning these fees.

Section 3. Temporary Delegation of Authority to Development Services Director. The Seminole County Development Services Director is hereby delegated temporary authority to establish application fees for development permits (except for building permits) and development orders, as defined in Section 163.3164, F.S., based on the criteria set forth in House Bill 399. The delegation conferred by this Resolution will terminate automatically upon the Board's formal adoption of an updated permanent fee schedule concerning these fees.

Section 4. Effective Date. This Resolution will become effective upon adoption by the Board of County Commissioners

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
ANDRIA HERR, Chairman

Date:_____

Authority: Section 125.01 and 125.56, Florida Statutes

RM/
5/26/26

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0522

Title:

Work Session - Stormwater Master Plan **(Joe LoFaso, Chief Design Engineer)**

File Number: 2026-0401

Title:

Rosenwald Community Center Rezone - Consider a Rezone from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions) for a Public Park and Community Center on approximately 12.96 acres, located on the north side of Merritt St, approximately 0.25 miles east of Ronald Reagan Blvd; (Z2025-024) (Seminole County & DRMP, Inc., Applicants) District4 - Lockhart (**Annie Sillway, Principal Planner**)

Division:

Development Services

Authorized By:

Mike Rhodes Interim Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicants are requesting a rezone from R-1 (Single-Family Dwelling) and R-2 (One- and Two-Family Dwelling) to PLI (Public Lands and Institutions) to allow for the development of a public park and community center. The subject site, being approximately 12.96 acres, was previously occupied by the historic Rosenwald School in the East Altamonte community. Seminole County acquired the property in 2019 for the purpose of redeveloping the site into a functional community asset offering a public park with pavilions, a fishing pier, and a 6,000 square foot community center for cultural events, community services, and youth activities. The current residential zoning classifications do not support the proposed use, necessitating the rezone.

The subject property has a Public/Quasi-Public Future Land Use designation, which permits a maximum Floor Area Ratio (F.A.R.) of 0.65. This designation is intended to identify locations suitable for a range of public and quasi-public uses, including, but not limited to, public and private recreation facilities, educational institutions, and libraries. It applies to areas where such uses are already established, as well as to areas reserved for future public use.

To allow the proposed Community Center to be developed on the site, the zoning must be amended to ensure consistency with the existing Public, Quasi-Public Future Land Use designation.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: SunRail Right-of-Way

West: Future Land Use: Medium Density Residential
Zoning: R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling)

North: Future Land Use: Medium Density Residential
Zoning: R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling)

South: Merritt Street
Future Land Use: Medium Density Residential
Zoning: R-1 (Single-Family Dwelling)

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 Site Plan approval. Conservation easements, dedicated to Seminole County, will be required over all property within the post development 100-year floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be approximately 0.13 acres of wetlands on the subject property along Lake Mobile. A topographic survey showing wetland and floodplain delineations will be required at Site Plan approval.

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 approval.

Utilities:

The site is located in the City of Altamonte utility service area and will be required to

connect to public utilities for water and sewer.

Transportation/Traffic:

The property proposes access onto Merritt Street, which is classified as a local Road. Merritt Street does not have improvements programed in the County five (5) year Capital Improvement Program.

Sidewalks:

There is an existing sidewalk along Merritt Street; therefore, the Developer will not be required to build a sidewalk along the property frontage.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin, which has limited downstream capacity; therefore, the site's design will be required to hold water quality and not exceed the pre-development rate and volume for the twenty-five (25) year, twenty-four (24) hour storm event.

Buffers and Open Space:

Buffers and Open Space requirements will be determined at Site Plan review and will be in compliance with the Seminole County Land Development Code (SCLDC).

Consistency with the Land Development Code

The proposed PLI (Public Lands and Institutions) zoning designation has been evaluated for compatibility with the SCLDC in accordance with Chapter 30, Part 8.

The PLI District is intended to include major public lands and quasi-public institutional uses. This classification may only be applied to lands that are owned or controlled by the public.

Staff finds the requested PLI zoning classification to be consistent with the SCLDC and permits the proposed use of a public park and community center. The park and community center will provide a direct benefit to the community by offering accessible services and programs, and a gathering space designed to support the surrounding neighborhood.

Consistency with the Comprehensive Plan

The purpose and intent of the Public, Quasi Public Future Land Use is to identify locations for a variety of public and quasi-public uses, transportation, communication, utilities, and in areas where public and quasi-public uses are established and in areas reserved for future public use.

The requested PLI zoning classification is permitted under the existing Public, Quasi Public Future Land Use designation and supports the proposed uses. The proposed development will provide a functional community asset offering a public park with pavilions, a fishing pier, and a 6,000 square foot community center for cultural events, community services, and youth activities; therefore, staff finds the requested PLI zoning classification to be consistent with the Comprehensive Plan.

A community meeting was held on December 9, 2025, to discuss the overall Rosenwald Community Center project and was held by Seminole County Public Works, prior to submission of the rezone application. Since that meeting covered the full scope of the project, the Planning Manager has waived the requirement for a separate community meeting for the rezoning request.

The Planning and Zoning Commission met on April 1, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions), on approximately 12.96 acres, located on the north side of Merritt St and approximately 0.25 miles east of Ronald Reagan Blvd.

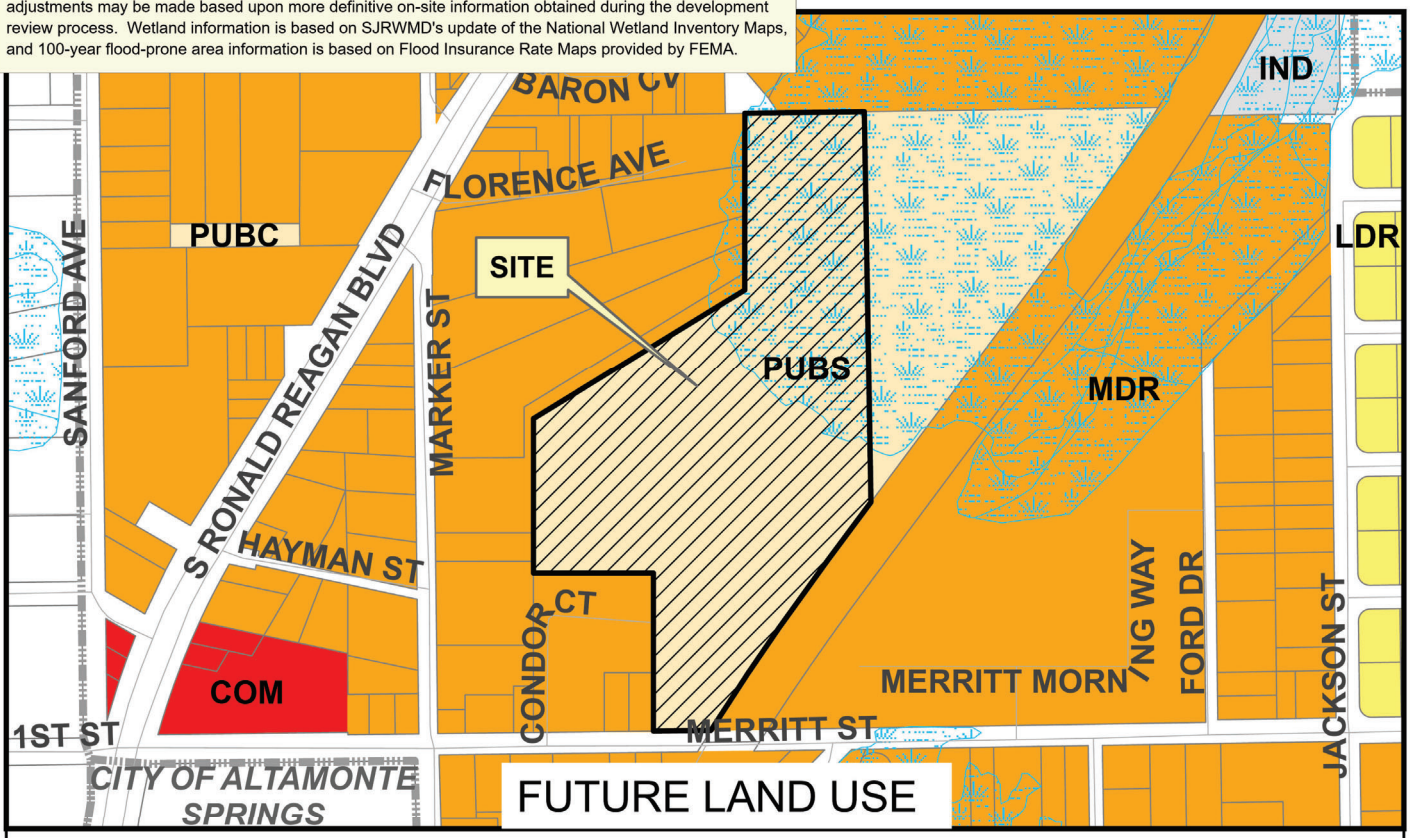
Board of County Commission Action

The Board of County Commissioners met on May 12, 2026, and voted unanimously to adopt the Ordinance Rezoning a property from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions) on approximately 12.96 acres, located on the north side of Merritt St and approximately 0.25 miles east of Ronald Reagan Blvd upon 1st Reading.

Requested Action:

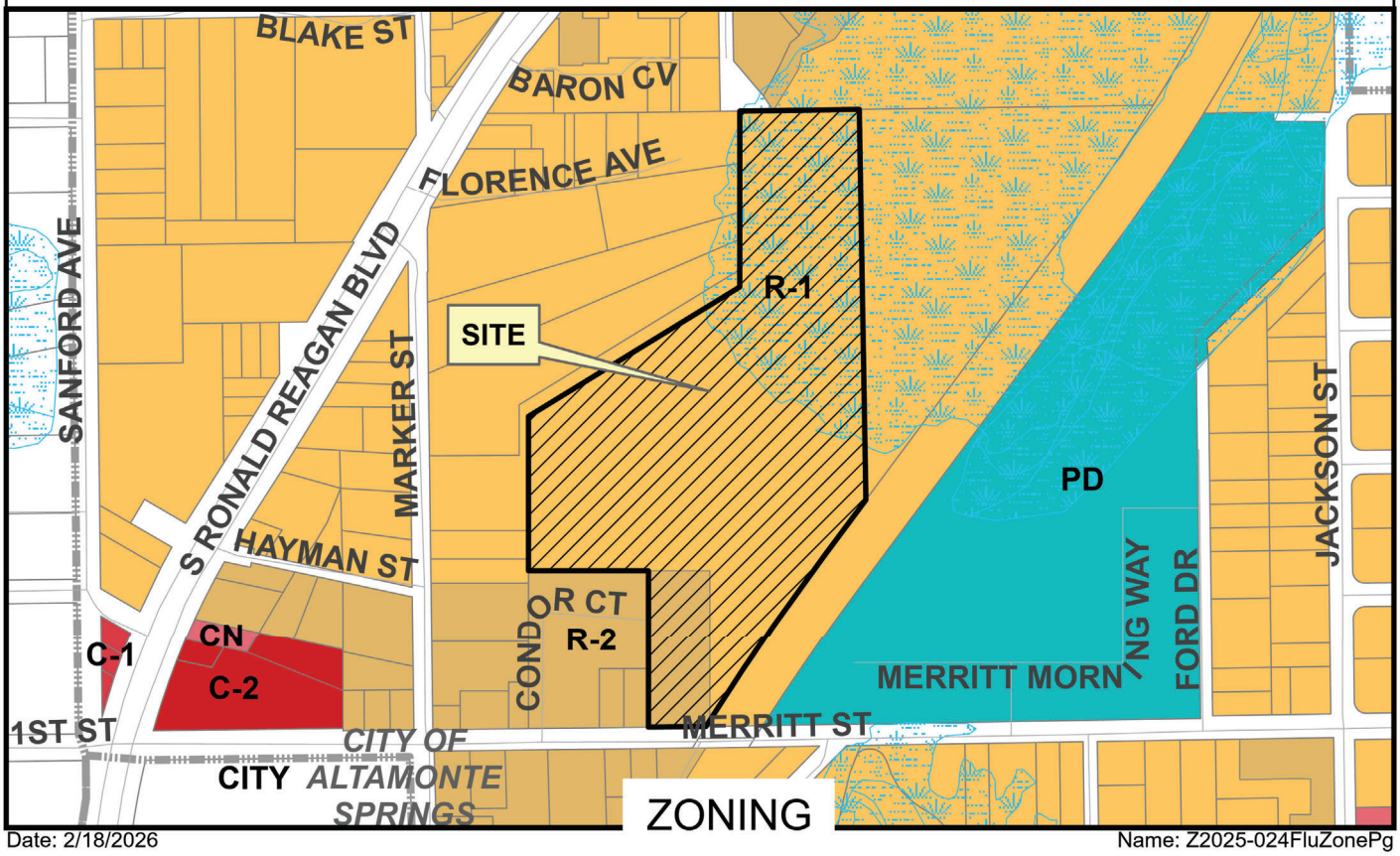
Staff requests the Board of County Commissioners adopt upon the second reading of an Ordinance Rezoning a property from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions) on approximately 12.96 acres, located on the north side of Merritt St and approximately 0.25 miles east of Ronald Reagan Blvd.

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.

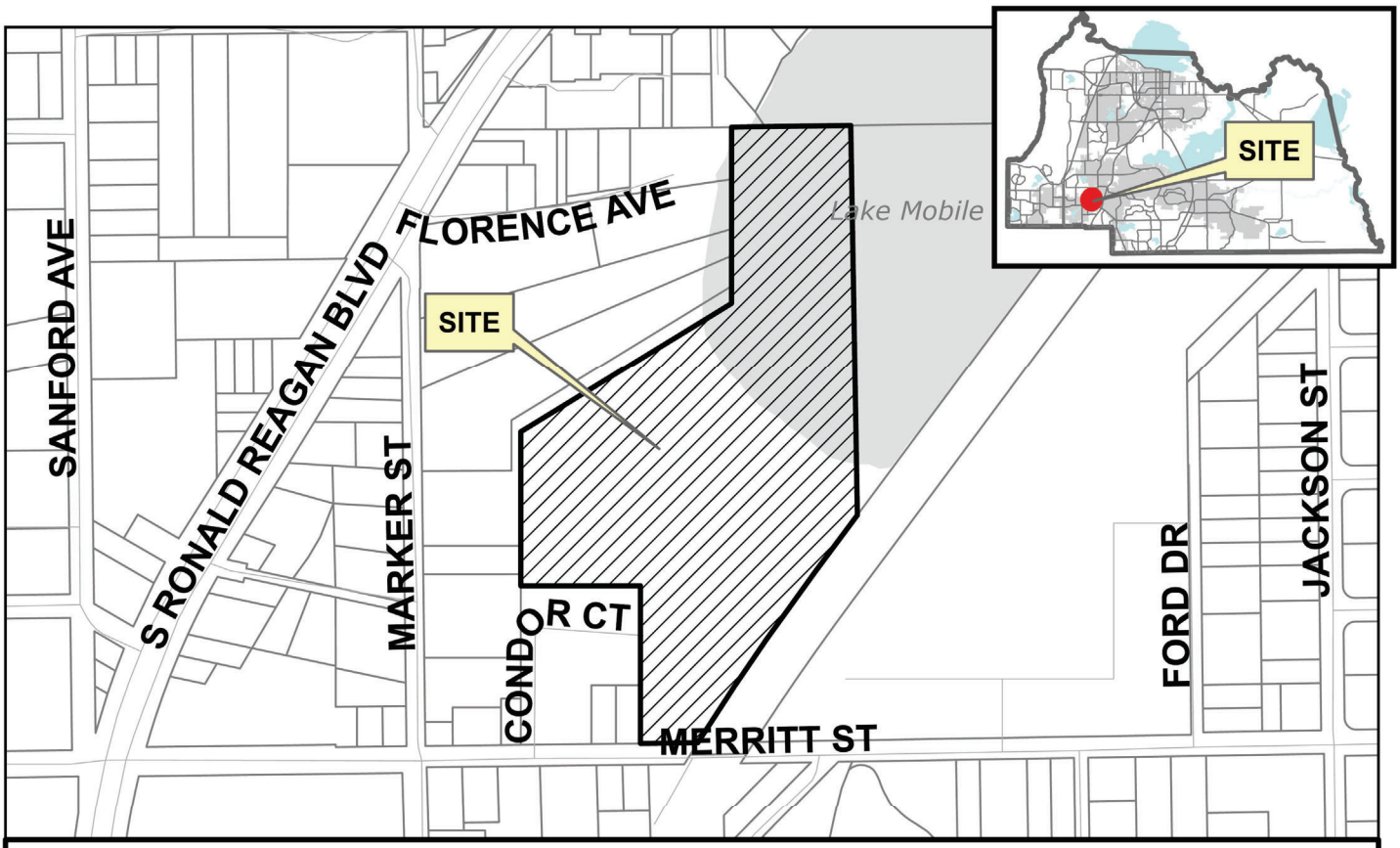


Applicant: Chris Ley
STR/Acres/District: 7-21-30 / 4.31+/- acres / District 4
Existing Use: Vacant (former school site)
Special Notes: Max. Net Density = 0.65 FAR

Rezone No: Z2025-024
From: R-1/R-2 To: PLI



Date: 2/18/2026
Name: Z2025-024FluZonePg



Rezone No: Z2025-024

Parcels

N

Winter 2025 Color Aerials

Date: 2/18/2026

Name: Z2025-024LocationAerial

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO 1096 MERRITT STREET LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-1 (SINGLE-FAMILY DWELLING) AND R-2 (ONE- AND TWO-DWELLING) ZONING CLASSIFICATION TO THE PLI (PUBLIC LANDS AND INSTITUTION) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Rosenwald Community Center Rezone, dated June 23, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from R-1 (Single-Family Dwelling) and R-2 (ONE- AND TWO-DWELLING) to PLI (Public Lands and Institutions).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION
SEE ATTACHED EXHIBIT "B" FOR BOUNDARY SURVEY

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 23rd day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION (VESTING DEED - ORB 9465, PG. 1105):

BEGINNING 25 FEET NORTH OF THE SOUTH 1/2 MILE POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SAID POINT BEING ON THE NORTH LINE OF A PUBLIC HIGHWAY; RUN THENCE EAST 79.15 FEET TO A POINT 85 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN LINE TRACT OF THE A. C. L. RAILROAD; THENCE N 45º15' E PARALLEL WITH SAID RAILROAD TRACT, 305.1 FEET; THENCE NORTH TO THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 7; THENCE WEST 297 FEET TO THE NORTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SAID SECTION; THENCE SOUTH
368.2 FEET; THENCE S 58º43' W, 502 FEET ON A LINE WHICH WHEN PRODUCED WILL INTERSECT THE WEST LINE OF THE EAST 1/2 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION AT A POINT 774 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SE 1/4 OF SW 1/4 OF SAID SECTION; THENCE SOUTH 356.1 FEET, THENCE EAST 423.65 FEET; THENCE SOUTH 310 FEET TO BEGINNING; SEMINOLE COUNTY, FLORIDA.

LESS: PER O.R. BOOK 813, PAGE 312, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 25 FEET NORTH AND 79.15 FEET EAST OF SOUTH 1/4 POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST; RUN THENCE 45º15' E, 305.1 FEET; THENCE NORTH
106.74 FEET TO THE EASTERLY RIGHT-OF-WAY LINE SCL RAILROAD; THENCE SOUTHWESTERLY ALONG EASTERLY RIGHT-OF-WAY LINE SCL RAILROAD TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTH STREET; THENCE EAST ALONG NORTH RIGHT-OF-WAY LINE OF NORTH STREET TO POINT OF BEGINNING, SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

BEGINNING 25 FEET NORTH OF THE SOUTH 1/2 MILE POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SAID POINT BEING ON THE NORTH LINE OF A PUBLIC HIGHWAY; RUN THENCE NORTH 310 FEET; THENCE WEST 40.8 FEET; THENCE SOUTH 310 FEET; THENCE EAST
40.8 FEET TO PLACE OF

BEGINNING. TOGETHER

WITH:

BEGIN 40.8 FEET WEST OF THE BURIED IRON SITUATED A GOVERNMENT 1/4 SECTION POST ON SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST; SAID 1/4 SECTION POST BEING SITUATED 2,587 1/2 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 7; RUN FROM SAID

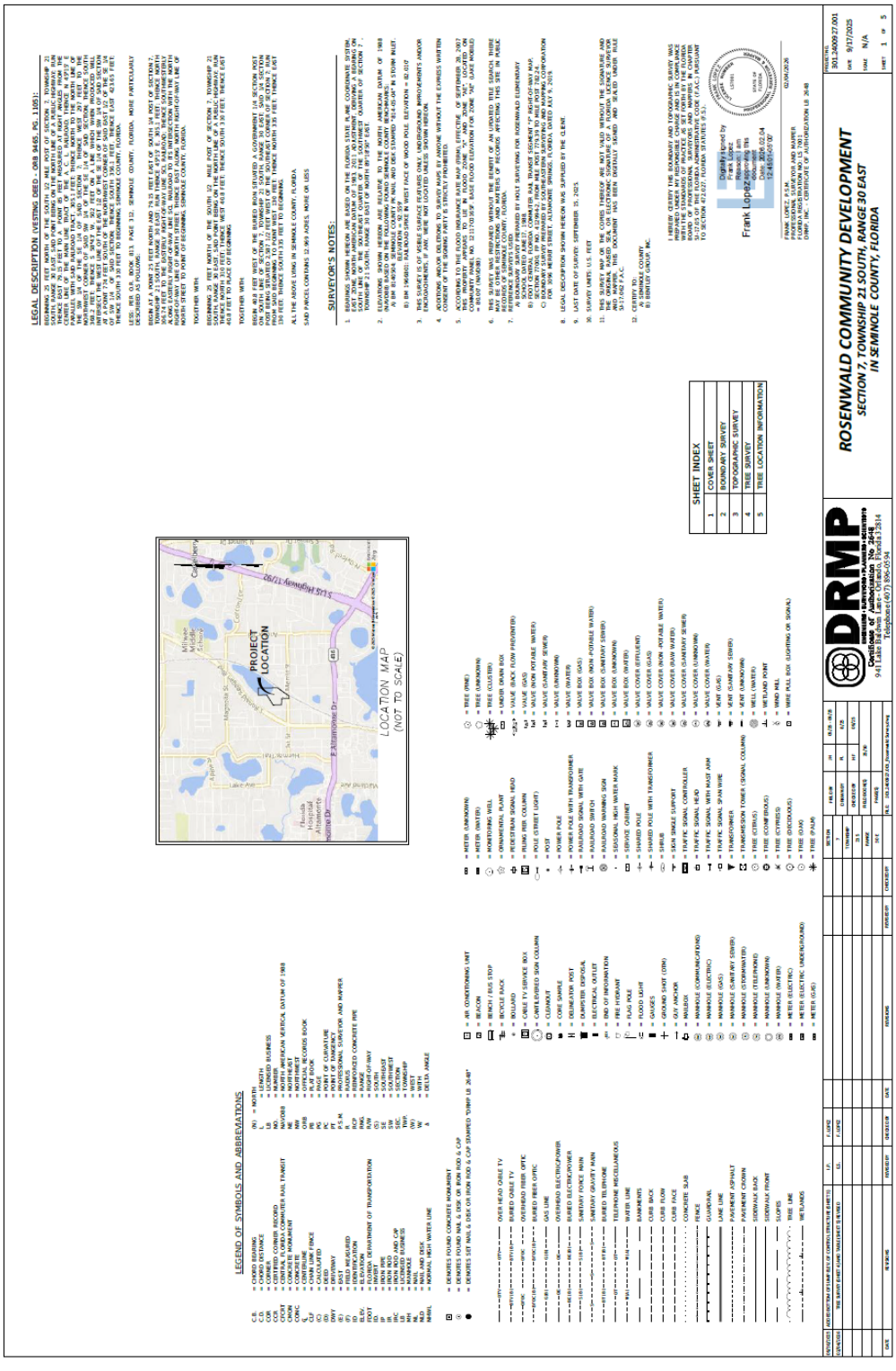
BEGINNING TO POINT WEST 130 FEET: THENCE NORTH 335 FEET; THENCE EAST 130 FEET; THENCE SOUTH 335 FEET TO BEGINNING.

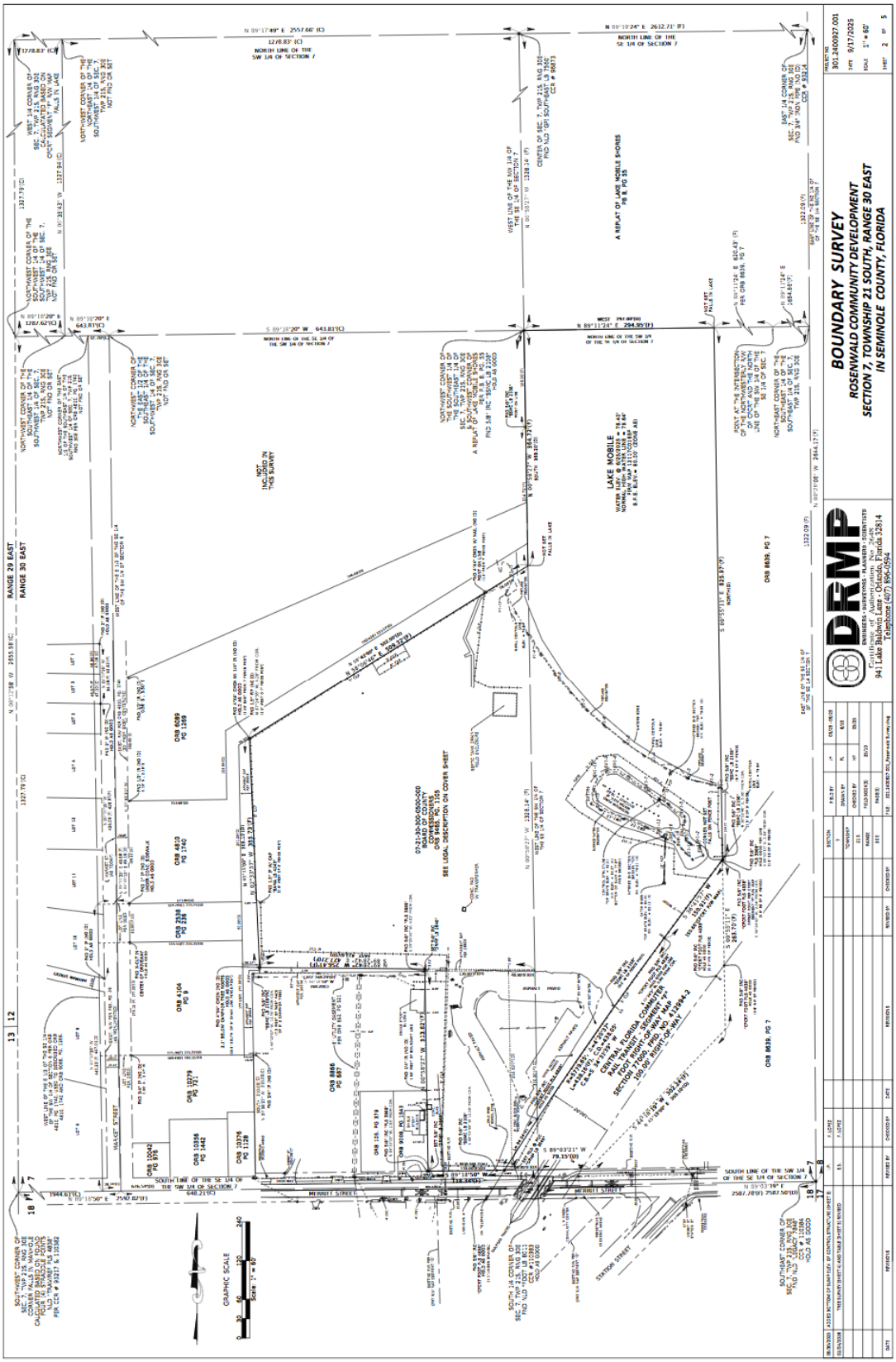
ALL THE ABOVE LYING IN SEMINOLE

COUNTY, FLORIDA. SAID PARCEL CONTAINS

12.969 ACRES, MORE OR LESS

EXHIBIT B
BOUNDARY SURVEY




BOUNDARY SURVEY
ROSENWALD COMMUNITY DEVELOPMENT
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST
IN SEMINOLE COUNTY, FLORIDA
DRMP
941 Lake Baldwin Lane - Orlando, Florida 32814
Telephone (407) 896-0594
RANGE 29 EAST
RANGE 30 EAST
LAKE MOBILE
MERRITT STREET
STATION STREET
GRAPHIC SCALE
Scale: 1" = 60'

LEGEND OF SYMBOLS AND ABBREVIATIONS

C.B.	= CHORD BEARING	(N)	= NORTH
C.D.	= CHORD DISTANCE	L	= LENGTH
COR	= CORNER	LB	= LICENSED BUSINESS
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFCRT	= CENTRAL FLORIDA COMMUTER RAIL TRANSIT	NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988
CMON	= CONCRETE MONUMENT	NE	= NORTHEAST
CONC.	= CONCRETE	NW	= NORTHWEST
℄	= CENTERLINE	ORB	= OFFICIAL RECORDS BOOK
CLF	= CHAIN LINK FENCE	PB	= PLAT BOOK
(C)	= CALCULATED	PG	= PAGE
(D)	= DEED	PC	= POINT OF CURVATURE
DWY	= DRIVEWAY	PT	= POINT OF TANGENCY
(E)	= EAST	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
(F)	= FIELD MEASURED	R	= RADIUS
ID	= IDENTIFICATION	RCP	= REINFORCED CONCRETE PIPE
ELEV.	= ELEVATION	RNG.	= RANGE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	= RIGHT-OF-WAY
ID.	= INVERT	(S)	= SOUTH
IP	= IRON PIPE	SE	= SOUTHEAST
IR	= IRON ROD	SW	= SOUTHWEST
IRC	= IRON ROD AND CAP	SEC.	= SECTION
LB	= LICENSED BUSINESS	TWP.	= TOWNSHIP
MH	= MANHOLE	(W)	= WEST
NL	= NAIL	W/	= WITH
NLD	= NAIL AND DISK	Δ	= DELTA ANGLE
NHWL	= NORMAL HIGH WATER LINE		

⊡ = DENOTES FOUND CONCRETE MONUMENT

⊙ = DENOTES FOUND NAIL & DISK OR IRON ROD & CAP

● = DENOTES SET NAIL & DISK OR IRON ROD & CAP STAMPED "DRMP LB 2648"

OTV OTV OVER HEAD CABLE TV

BTV(B) BTV(B) BURIED CABLE TV

OFOC OFOC OVERHEAD FIBER OPTIC

BFOC(B) BFOC(B) BURIED FIBER OPTIC

G(B) G(B) GAS LINE

OE OE OVERHEAD ELECTRIC/POWER

BE(B) BE(B) BURIED ELECTRIC/POWER

S(B) S(B) SANITARY FORCE MAIN

S S S SANITARY GRAVITY MAIN

BT(B) BT(B) BURIED TELEPHONE

OT OT TELEPHONE MISCELLANEOUS

W(A) W(A) WATER LINE

BANKMENTS

CURB BACK

CURB FLOW

CURB FACE

CONCRETE SLAB

FENCE

GUARDRAIL

LANE LINE

PAVEMENT ASPHALT

PAVEMENT CROWN

SIDEWALK BACK

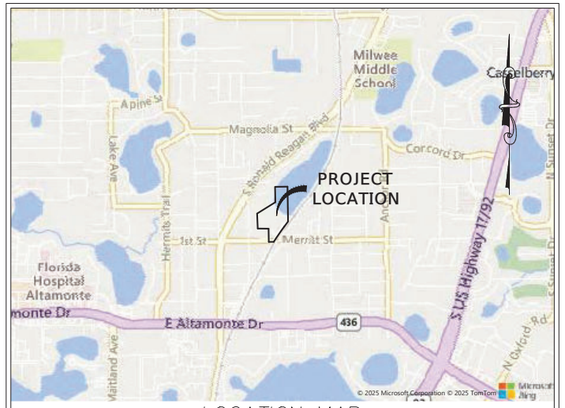
SIDEWALK FRONT

SLOPES

TREE LINE

WETLANDS

= AIR CONDITIONING UNIT
= BEACON
= BENCH / BUS STOP
= BICYCLE RACK
= BOLLARD
= CABLE TV SERVICE BOX
= CANTILEVERED SIGN COLUMN
= CLEANOUT
= CORE SAMPLE
= DELINEATOR POST
= DUMPSTER DISPOSAL
= ELECTRICAL OUTLET
= END OF INFORMATION
= FIRE HYDRANT
= FLAG POLE
= FLOOD LIGHT
= GAUGES
= GROUND SHOT (DTM)
= GUY ANCHOR
= MAILBOX
= MANHOLE (COMMUNICATIONS)
= MANHOLE (ELECTRIC)
= MANHOLE (GAS)
= MANHOLE (SANITARY SEWER)
= MANHOLE (STORMWATER)
= MANHOLE (TELEPHONE)
= MANHOLE (UNKNOWN)
= MANHOLE (WATER)
= METER (ELECTRIC)
= METER (ELECTRIC UNDERGROUND)
= METER (GAS)
= METER (UNKNOWN)
= METER (WATER)
= MONITORING WELL
= ORNAMENTAL PLANT
= PEDESTRIAN SIGNAL HEAD
= PILING PIER COLUMN
= POLE (STREET LIGHT)
= POST
= POWER POLE
= POWER POLE WITH TRANSFORMER
= RAILROAD SIGNAL WITH GATE
= RAILROAD SWITCH
= RAILROAD WARNING SIGN
= SEASONAL HIGH WATER MARK
= SERVICE CABINET
= SHARED POLE
= SHARED POLE WITH TRANSFORMER
= SHRUB
= SIGN SINGLE SUPPORT
= TRAFFIC SIGNAL CONTROLLER
= TRAFFIC SIGNAL HEAD
= TRAFFIC SIGNAL WITH MAST ARM
= TRAFFIC SIGNAL SPAN WIRE
= TRANSFORMER
= TRANSMISSION TOWER (SIGNAL COLUMN)
= TREE (CITRUS)
= TREE (CONIFEROUS)
= TREE (CYPRESS)
= TREE (DECIDUOUS)
= TREE (OAK)
= TREE (PALM)
= TREE (PINE)
= TREE (UNKNOWN)
= TREE (CLUSTER)
= UNDER DRAIN BOX
= VALVE (BACK FLOW PREVENTER)
= VALVE (GAS)
= VALVE (NON POTABLE WATER)
= VALVE (SANITARY SEWER)
= VALVE (UNKNOWN)
= VALVE (WATER)
= VALVE BOX (GAS)
= VALVE BOX (NON -POTABLE WATER)
= VALVE BOX (SANITARY SEWER)
= VALVE BOX (UNKNOWN)
= VALVE BOX (WATER)
= VALVE COVER (EFFLUENT)
= VALVE COVER (GAS)
= VALVE COVER (NON -POTABLE WATER)
= VALVE COVER (RAW WATER)
= VALVE COVER (SANITARY SEWER)
= VALVE COVER (UNKNOWN)
= VALVE COVER (WATER)
= VENT (GAS)
= VENT (SANITARY SEWER)
= VENT (UNKNOWN)
= WELL (WATER)
= WETLAND POINT
= WIND MILL
= WIRE PULL BOX (LIGHTING OR SIGNAL)



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION (VESTING DEED - ORB 9465, PG. 1105):

BEGINNING 25 FEET NORTH OF THE SOUTH 1/2 MILE POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SAID POINT BEING ON THE NORTH LINE OF A PUBLIC HIGHWAY; RUN THENCE EAST 79.15 FEET TO A POINT 85 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN LINE TRACT OF THE A. C. L. RAILROAD; THENCE N 45°15' E PARALLEL WITH SAID RAILROAD TRACT, 305.1 FEET; THENCE NORTH TO THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 7; THENCE WEST 297 FEET TO THE NORTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SAID SECTION; THENCE SOUTH 368.2 FEET; THENCE S 58°43' W, 502 FEET ON A LINE WHICH WHEN PRODUCED WILL INTERSECT THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION AT A POINT 774 FEET SOUTH OF THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SE 1/4 OF SW 1/4 OF SAID SECTION; THENCE SOUTH 356.1 FEET, THENCE EAST 423.65 FEET; THENCE SOUTH 310 FEET TO BEGINNING; SEMINOLE COUNTY, FLORIDA.

LESS; PER O.R. BOOK 813, PAGE 312, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 25 FEET NORTH AND 79.15 FEET EAST OF SOUTH 1/4 POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST; RUN THENCE 45°15' E, 305.1 FEET; THENCE NORTH 106.74 FEET TO THE EASTERLY RIGHT-OF-WAY LINE SCL RAILROAD; THENCE SOUTHWESTERLY ALONG EASTERLY RIGHT-OF-WAY LINE SCL RAILROAD TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTH STREET; THENCE EAST ALONG NORTH RIGHT-OF-WAY LINE OF NORTH STREET TO POINT OF BEGINNING; SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH:

BEGINNING 25 FEET NORTH OF THE SOUTH 1/2 MILE POST OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SAID POINT BEING ON THE NORTH LINE OF A PUBLIC HIGHWAY; RUN THENCE NORTH 310 FEET; THENCE WEST 40.8 FEET; THENCE SOUTH 310 FEET; THENCE EAST 40.8 FEET TO PLACE OF BEGINNING

TOGETHER WITH:

BEGIN 40.8 FEET WEST OF THE BURIED IRON SITUATED A GOVERNMENT 1/4 SECTION POST ON SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST; SAID 1/4 SECTION POST BEING SITUATED 2,587 1/2 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 7; RUN FROM SAID BEGINNING TO POINT WEST 130 FEET; THENCE NORTH 335 FEET; THENCE EAST 130 FEET; THENCE SOUTH 335 FEET TO BEGINNING.

ALL THE ABOVE LYING IN SEMINOLE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 12.969 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, DERIVING A BEARING ON SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7 , TOWNSHIP 21 SOUTH, RANGE 30 EAST OF NORTH 89°18'50" EAST.
2. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1988 (NAVD88) BASED ON THE FOLLOWING FOUND SEMINOLE COUNTY BENCHMARKS:
   A) BM 8140504: SEMINOLE COUNTY PK NAIL AND DISK STAMPED "814-05-04" IN STORM INLET. ELEVATION = 92.559'
   B) BM 1966801: RAILROAD SPIKE IN WEST FACE OF WOOD POLE. ELEVATION = 82.010'
3. THIS SURVEY IS OF VISIBLE SURFACE FEATURES ONLY. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED UNLESS SHOWN HEREON.
4. ADDITIONS AND/OR DELETIONS TO SURVEY MAPS BY ANYONE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING PARTY IS STRICTLY PROHIBITED.
5. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), EFFECTIVE OF SEPTEMBER 28, 2007 THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" AND ZONE "AE", LOCATED ON COMMUNITY PANEL NO. 12117C0165F. BASE FLOOD ELEVATION FOR ZONE "AE" (LAKE MOBILE) = 80.00' (NAVD88)
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN UPDATED TITLE SEARCH. THERE MAY BE OTHER RESTRICTIONS AND MATTERS OF RECORDS AFFECTING THIS SITE IN PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
7. REFERENCE SURVEYS USED:
   A) BOUNDARY SURVEY PREPARED BY HOLT SURVEYING FOR ROSENWALD ELEMENTARY SCHOOL DATED JUNE17, 1988.
   B) FDOT CENTRAL FLORIDA COMMUTER RAIL TRANSIT SEGMENT "F" RIGHT-OF-WAY MAP, SECTION 77000, FP NO. 412994-2, FROM MILE POST 779.39 TO MILE POST 782.24.
   C) BOUNDARY SURVEY PREPARED BY SOUTHEASTERN SURVEYING AND MAPPING CORPORATION FOR 1096 MERRIT STREET, ALTAMONTE SPRINGS, FLORIDA, DATED JULY 9, 2019.
8. LEGAL DESCRIPTION SHOWN HEREON WAS SUPPLIED BY THE CLIENT.
9. LAST DATE OF SURVEY: SEPTEMBER 15, 2025.
10. SURVEY UNITS: U.S. FEET
11. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENCE SURVEYOR AND MAPPER. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062 F.A.C.
12. CERTIFY TO:
    A) SEMINOLE COUNTY
    B) BENTLEY GROUP, INC.

SHEET INDEX	
1	COVER SHEET
2	BOUNDARY SURVEY
3	TOPOGRAPHIC SURVEY
4	TREE SURVEY
5	TREE LOCATION INFORMATION

I HEREBY CERTIFY THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE (F.A.C.) PURSUANT TO SECTION 472.027, FLORIDA STATUTES (F.S.).

Frank Lopez
Digitally signed by Frank Lopez
Reason: I am approving this document
Date: 2026.02.04 12:45:01-05'00'

FRANK LOPEZ LICENSE NUMBER LS7001 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

FRANK LOPEZ, P.S.M. 02/04/2026
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO: LS 7001
DRMP, INC. - CERTIFICATE OF AUTHORIZATION LB 2648

DATE	REVISIONS	REVISED BY	CHECKED BY	DATE	REVISIONS	REVISED BY	CHECKED BY
09/30/2025	ADDED BOTTOM OF SUMP ELEV. OF CONTROL STRUCTURE (SHEET 3)	I.P.	F. LOPEZ				
02/04/2026	TREE SURVEY (SHEET 4) AND TABLE (SHEET 5) REVISED	E.S.	F. LOPEZ				

SECTION	7
TOWNSHIP	21 S
RANGE	30 E

FIELD BY	JH	05/25 - 09/25
DRAWN BY	FL	8/25
CHECKED BY	HF	09/25
FIELD BOOK(S)	25/10	
PAGE(S)		

FILE: 301.2400927.001_Rosenwald Survey.dwg

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No 2648
941 Lake Baldwin Lane - Orlando, Florida 32814
Telephone (407) 896-0594

ROSENWALD COMMUNITY DEVELOPMENT
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST
IN SEMINOLE COUNTY, FLORIDA

PROJECT NO. 301.2400927.001
DATE 9/17/2025
SCALE N/A
SHEET 1 OF 5

786

SOUTHWEST CORNER OF SEC. 7, TWP 21S, RNG 30E
CORNER FALLS IN MANHOLE
CALCULATED BASED ON FOUND FOUR (4) STRADDLE POINTS
NLD "TRAV/REF PLS 4838"
PER CCR # 93217 & 110382

13 | 12
18 | 7
17 | 8

RANGE 29 EAST
RANGE 30 EAST

N 00°12'58" W 2655.58'(C)
1327.79'(C)

NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 7, TWP 21S, RNG 30E
NOT FND OR SET

NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 7, TWP 21S, RNG 30E PER ORB 4810, PG. 1740
NOT FND OR SET

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E
NOT FND OR SET

N 89°18'20" E 1287.62'(C)
N 89°18'20" E 643.81'(C)
1327.79'(C)
N 00°35'43" W 1327.94'(C)

WEST 1/4 CORNER OF SEC. 7, TWP 21S, RNG 30E
CALCULATATED BASED ON CFCRT SEGMENT "F" R/W MAP
FALLS IN LAKE

1278.83' (C)

NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 7, TWP 21S, RNG 30E
NOT FND OR SET

WEST LINE OF THE E 1/2 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6

NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SEC. 7, TWP 21S, RNG 30E
NOT FND OR SET

1944.61'(C)
N 89°18'50" E 2592.82'(F)

WEST LINE OF THE E 1/2 OF THE SE 1/4 OF SECTION 6 PER ORB 4810, PG. 1740. USED TO DESCRIBED ORB 4810, 1740 AND ORB 6089, PG. 1269.

N 00°58'36" W 445.25'(F) 447.01(D)

HAYMAN STREET

LOT 9 | LOT 8 | LOT 10 | LOT 11 | LOT 12 | LOT 4 | LOT 3 | LOT 2 | LOT 1

FND 2" IP (NO ID) HOLD AS GOOD

46.97'(P) 47.10'(C)
46.96'(P) 47.08'(C)

EXIST. R/W PER PB3, PG. 39 (AS MONUMENTED)

MARKET STREET

Q MARKET ST. (AS TODAY)

N 00°50'16" W 426.59'(F) 426.97(P)

FND 2" IP (NO ID) HOLD AS GOOD

N 00°50'16" W 94.18'(F) 93.93'(P)

FND 2" IP (NO ID) HOLD AS GOOD

LOT LINE PER DEED

N 89°01'25" E 48.98'(F)
N 89°28'13" E 49.19'(D)

EXIST. R/W PER ORB 4810, PG. 1740 (20' FROM EXIST. CENTERLINE)

N 00°45'31" W

FND 3/4" IP (NO ID) 0.00' N , 0.47' W

FND X-CUT IN CENTER OF DRIVEWAY HOLD AS GOOD

FND 1" IP (NO ID) UNDER CONC. SIDEWALK HOLD AS GOOD

FND 1/2" IR (NO ID) 0.10' N , 2.18' E

FND 1/2" IR (NO ID) 0.56' S , 3.50' E

ORB 10042 PG 976

ORB 10356 PG 1442

ORB 10279 PG 721

ORB 4104 PG 9

ORB 2538 PG 236

ORB 4810 PG 1740

ORB 6089 PG 1269

676.54'(D) SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7
648.21'(C)

GRAPHIC SCALE
0 30 60 120 240
Scale: 1" = 60'

FND 4"X4" CMON (NO ID) 2.1' BELOW CAMPHOR TREE ROOTS HOLD AS GOOD (25.8' SOUTH OF 6' CHAIN LINK FENCE POST)

FND 4"X4" CMON W/ 1/4" IR (NO ID) HOLD AS GOOD (1.25' EAST FROM 7' FENCE POST)

FND 1.5" PIP (NO ID) N 67°24'38" W, 0.26' FROM COR. (1.5' WEST O 7' FENCE POST)

N 45°15'00" E 305.10'(D)
N 02°33'37" W 355.73'(F)

SOUTH 310.00'(D)
N 00°58'27" W 310.00'(C)

FND 3/4" IP (NO ID)

FND 5/8" IRC "SSMC LB 2108" S 44°12'57" W, 13.76' FROM COR. (7.3 WEST OF WEST FACE OF 8' D CAMPHOR TREE)

FND 1.5" IP W/ CAP "BAMA LS 4243" (0.6' WEST OF 5' FENCE POST)

PEDESTRIAN CROSSING AHEAD

MERRITT ST CONDOR CT

MERRITT STREET

ORB 8866 PG 687

6' UTILITY EASEMENT PER ORB 552, PG 521

N 89°28'42" W 256.41'(F)
S 89°28'42" E 256.72'(F)
EAST 421.68'(D)

ORB 105, PG 379

FND 5/8" IRC "PLS 3989" N 84°23'15" W, 2.04' FROM COR.

ORB 9008, PG 1543

FND 1/4" IR (NO ID) 1.65' WEST OF BOUNDARY LINE

SINGLE STORY BUILDING

FND 5/8" IRC "PLS 3989" S 29°29'33" W, 4.02' FROM COR.

N 00°58'27" W 313.62'(F)

SET 5/8" IRC "DRMP LB 2648"

SET 5/8" IRC "DRMP LB 2648"

EXISTING R/W PER CFRT R/W MAP SEGMENT "G"

EXISTING R/W

UNKNOWN #

FND 5/8" IRC "SSMC LB 2108" S 88°55'40" W 12.20' FROM COR.

APPARENT GAP PER DEEDS

CONC. PAD W/ TRANSFORMER

SEPTIC TANK DRAIN FIELD ENCLOSURE

07-21-30-300-0500-000
BOARD OF COUNTY COMMISSIONERS
ORB 9465, PG. 1105
SEE LEGAL DESCRIPTION ON COVER SHEET

N 58°06'46" E 509.32'(F)
S 58°43'00" E 502.00'(D)

FND 4"X4" CMON W/ NAIL (NO ID) POINT ON LINE (1.5' FROM 7' FENCE POST)

NOT INCLUDED IN THIS SURVEY

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E & SOUTHWEST CORNER OF A REPLAT OF LAKE MOBILE SHORES PER P.B. 8, PG. 55
FND 5/8" IRC "SSMC LB 2108" HOLD AS GOOD

FND 5/8" IRC "SSMC LB 2108" POINT ON LINE

214.72'(F)
N 00°58'27" W 364.72'(F)
SOUTH 368.20'(D)

150.00'(F)

WEST LINE OF THE NW 1/4 OF THE SE 1/4 OF SECTION 7
N 00°58'27" W 1328.14' (F)

CENTER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "GPI SOUTHEAST LB 7560"
CCR # 96873

S 89°18'20" W 643.81'(C)

NORTH LINE OF THE SW 1/4 OF SECTION 7

N 89°17'49" E 2557.66' (C)
1278.83' (C)
NORTH LINE OF THE SW 1/4 OF SECTION 7

N 89°18'50" W 2587.78'(F) 2587.50'(D)

SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

SOUTH 1/4 CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "FDOT LB 8011
CCR #110383
HOLD AS GOOD

SET NLD @ POC "DRMP LB 2648"

FND 5/8" IRC "CFCRT FDOT PLS 4838" HOLD AS GOOD (1.1' UNDER GRAVEL)

MH TELEPHONE

DRUG FREE SCHOOL ZONE

8" CONC. BLOCK SIGN "ROSENWALD SCHOOL"

ASPHALT PAVED

DO NOT ENTER

OFFICE VERSION

RAILROAD TRACKS

L H GREEN COMMUNITY CENTER

EXISTING R/W PER CFRT R/W MAP SEGMENT "G"

PEDESTRIAN CROSSING AHEAD

MERRITT STREET

STATION STREET

STOP MERRIT ST STATION ST

PEDESTRIAN CROSSING

S 89°09'21" W 791.15'(D)

R=5779.65', Δ=4°20'37", L=438.16'(F), L.D=438.05', C.B.=S 34°31'39" W

CENTRAL FLORIDA COMMUTER RAIL TRANSIT - SEGMENT "F" MAP FDOT RIGHT-OF-WAY FDOT RIGHT-OF-WAY, FPID NO. 412994-2 SECTION 17000, FPID NO. 412994-2 100.00' RIGHT-OF-WAY

S 44°16'19" W 302.24'(F)
N 45°15'00" E 305.10'(D)

FND 5/8" IRC "CFCRT FDOT PLS 4838" HOLD AS GOOD (0.2' NW OF FENCE)

FND 5/8" IRC "CFCRT FDOT PLS 4838" HOLD AS GOOD (0.8' NW OF FENCE)

FND 5/8" IRC "CFCRT FDOT PLS 4838" OFFSET POINT PER CFCRT SEGMENT "F" R/W MAP S 38°20'42" W, 2.50' FROM COR. (0.9' SE OF 5' FENCE)

S 36°41'57" W 150.911'(F) (CFCRT R/W MAP)
150.66'(CFCRT R/W MAP)

CORNER NOT SET FALLS ON FENCE POST

S 00°55'11" E 263.70'(F)

FND 5/8" IRC "SSMC LB 2108" N 18°55'40" E, 5.10' FROM COR. (1.5' E OF 5' FENCE)

FND 5/8" IRC "PLS 3989" HOLD GOOD FOR LINE S 00°55'11" E, 2.04' FROM COR. (1.8' SE OF 5' FENCE)

FND 5/8" IRC "SSMC LB 2108" (6.7' E OF 5' FENCE)

NHWL CONTOUR LINE ELEV. = 79.64'

S 00°55'11" E 825.97'(F)
NORTH(D)

NOT SET FALLS IN LAKE

LAKE MOBILE
WATER ELEV. @ 6/25/2025 = 78.40'
NORMAL HIGH WATER LINE = 79.64'
FIRM MAP 12117C0165F
B.F.E. ELEV.= 80.00' (ZONE AE)

CONTROL STRUCTURE TOP GRATE ELEV. = 82.51' INV. ELEV. = 80.27' (N) BOTTOM OF SUMP = 77.87' (WEIR BROKEN)

RETENTION POND W/ WATER ELEV. @ 6/25/2025 = 78.40'

SURFACE WATER DELINEATION

METERED END SECTION (BROKEN TOP) INV. ELEV. = 79.21' (S)

CATCH BASIN TOP GRATE ELEV. = 84.44' INV. ELEV. = 82.12' (N)

15" RCP

WATERS EDGE

NHWL CONTOUR LINE ELEV. = 79.64'

METERED END SECTION (BROKEN TOP) INV. ELEV. = 79.98' (S)

WETLAND DELINEATION

ORB 8639, PG 7

ORB 8639, PG 7

A REPLAT OF LAKE MOBILE SHORES
PB 8, PG 55

WEST 297.00'(D)
N 89°11'24" E 294.95'(F)
NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

N 89°19'24" E 2612.71' (F)
NORTH LINE OF THE SE 1/4 OF SECTION 7

POINT AT THE INTERSECTION OF THE NORTHWESTERLY R/W OF CFCRT AND THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SEC. 7

N 89°11'24" E 620.43' (F)
PER ORB 8639, PG 7

NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E

N 89°11'24" E 1684.86'(F)

EAST 1/4 CORNER OF SEC. 7, TWP 21S, RNG 30E
FND 3/4" IRON PIPE (NO ID)
CCR # 93214

EAST LINE OF THE SE 1/4 OF OF THE SE 1/4 SECTION 7
1322.09'(F)
EAST LINE OF THE NE 1/4 OF OF THE SE 1/4 SECTION 7
1322.09'(F)

N 00°26'06" W 2644.17'(F)

SOUTHEAST CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "LEGACY 7848"
CCR # 110384
HOLD AS GOOD

DATE	REVISIONS	REVISED BY	CHECKED BY
09/30/2025	ADDED BOTTOM OF SUMP ELEV. OF CONTROL STRUCTURE (SHEET 3)	I.P.	F. LOPEZ
02/04/2026	TREE SURVEY (SHEET 4) AND TABLE (SHEET 5) REVISED	E.S.	F. LOPEZ

DATE	REVISIONS	REVISED BY	CHECKED BY

SECTION 7
TOWNSHIP 21 S
RANGE 30 E

FIELD BY	JH	05/25 - 09/25
DRAWN BY	FL	8/25
CHECKED BY	HF	09/25
FIELD BOOK(S)	25/10	
PAGE(S)		
FILE:	301.2400927.001_Rosenwald Survey.dwg	

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BOUNDARY SURVEY
ROSENWALD COMMUNITY DEVELOPMENT
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST
IN SEMINOLE COUNTY, FLORIDA

PROJECT NO. 301.2400927.001
DATE 9/17/2025
SCALE 1" = 60'
SHEET 2 OF 5

787

GRAPHIC SCALE

0 25 50 100 150

Scale: 1" = 50'

TBM AGPS1
SET 5/8" IRC
"TRAV LB 2648"
N= 1575901.2477
E= 542086.2154
ELEV.= 94.13'

SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7

648.21'(C)

ORB 10042 PG 976

ORB 10356 PG 1442

ORB 10279 PG 721

ORB 4104 PG 9

ORB 2538 PG 236

ORB 4810 PG 1740

ORB 6089 PG 1269

ORB 10376 PG 1128

NOT INCLUDED IN THIS SURVEY

N 02°33'37" W 355.73'(F)

6' CLF

ORB 8866 PG 687

ORB 105, PG 379

ORB 9008, PG 1543

SINGLE STORY BUILDING

N 89°28'42" W 256.41'(F)

TBM AGPS3
SET 5/8" IRC
"TRAV LB 2648"
N= 1576587.0414
E= 542441.4206
ELEV.= 87.86'

N 45°00'46" E 509.27'(F)

UNKNOWN BURIED UTILITY (POSS. DEBRIS)

07-21-30-300-0500-000
BOARD OF COUNTY COMMISSIONERS
ORB 9465, PG. 1105

N 00°58'27" W 313.62'(F)

COM SLAB

6' CLF

TBM AGPS5
SET 5/8" IRC
"TRAV LB 2648"
N= 1575936.0594
E= 542576.4887
ELEV.= 94.22'

UNABLE TO FIND

EXISTING R/W

N 89°28'42" W 1334.66'(F)

TBM AGPS4
SET 5/8" IRC
"TRAV LB 2648"
N= 1576035.9848
E= 542664.9271
ELEV.= 92.88'

ASPHALT PAVED

SEPTIC TANK DRAIN FIELD ENCLOSURE

NHWL CONTOUR LINE ELEV. = 79.64'

LOOSE SIGNAL AT THIS LOCATION

1" UNKNOWN METAL PIPE (BROKEN - POSS. DEBRIS)

N 00°58'27" W 1328.14' (F)

WEST LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

WETLAND DELINEATION

N 00°58'27" W 364.72'(F)

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E & SOUTHWEST CORNER OF A REPLAT OF LAKE MOBILE SHORES PER P.B. 8, PG. 55
FND 5/8" IRC "SSMC LB 2108"
HOLD AS GOOD

S 89°18'20" W 643.81'(C)

NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7

N 89°11'24" E 294.95'(F)

NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

LAKE MOBILE
WATER ELEV. @ 6/25/2025 = 78.40'
NORMAL HIGH WATER LINE = 79.64'
FIRM MAP 12117C0165F
B.F.E. ELEV.= 80.00' (ZONE AE)

WATER LINE CAPPED AT THIS LOCATION

DO NOT ENTER

SURFACE WATER DELINEATION

CONTROL STRUCTURE
TOP GRATE ELEV. = 82.51'
INV. ELEV. = 80.27' (N)
BOTTOM OF SUMP = 77.87'
(WEIR BROKEN)

WATERS EDGE

CATCH BASIN
TOP GRATE ELEV. = 84.44'
INV. ELEV. = 82.12' (N)

MITERED END SECTION (BROKEN TOP)
INV. ELEV. = 79.27' (S)

15" RCP

MITERED END SECTION (BROKEN TOP)
INV. ELEV. = 79.90' (S)

NHWL CONTOUR LINE ELEV. = 79.64'

SOUTH 1/4 CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "FDOT LB 8011 CCR #110383
HOLD AS GOOD

L. H. GREEN COMMUNITY CENTER

PEDESTRIAN CROSSING AHEAD

STATION STREET

CENTRAL FLORIDA COMMUTER RAIL TRANSIT - SEGMENT "F" FOOT RIGHT-OF-WAY MAP SECTION 77000, FPID NO. 4129994-2 100.00' RIGHT-OF-WAY

R=5778.58', A=4°29'37", L=438.16'(F), C.D.=438.05', C.B.=S 34°31'39" W

S 44°18'19" W 302.24'(F)

S 36°41'57" W 110.21'(F)

S 00°55'11" E 263.70'(F)

S 00°55'11" E 825.97'(F)

ORB 8639, PG 7

ORB 8639, PG 7

TBM AGPS2
SET 5/8" IRC
"TRAV LB 2648"
N= 1575906.2845
E= 542975.1873
ELEV.= 89.28'

SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

N 89°03'19" E 2587.78'(F) 2587.30'(D)

SOUTHEAST CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "LEGACY 7848"
CCR # 110384
HOLD AS GOOD

NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E

EAST LINE OF THE SE 1/4 OF THE SE 1/4 SECTION 7

1322.09'(F)

N 00°26'06" W 2644.17'(F)

EAST OF T

18 | 7
17 | 8

DATE	REVISIONS	REVISED BY	CHECKED BY
09/30/2025	ADDED BOTTOM OF SUMP ELEV. OF CONTROL STRUCTURE (SHEET 3)	I.P.	F. LOPEZ
02/04/2026	TREE SURVEY (SHEET 4) AND TABLE (SHEET 5) REVISED	E.S.	F. LOPEZ

SECTION	7
TOWNSHIP	21 S
RANGE	30 E
PAGE(S)	
FILE:	301.2400927.001_Rosenwald Survey.dwg

FIELD BY	JH	05/25 - 09/25
DRAWN BY	FL	8/25
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FIELD BOOK(S)	25/10	

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TOPOGRAPHIC SURVEY

ROSENWALD COMMUNITY DEVELOPMENT

SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST IN SEMINOLE COUNTY, FLORIDA

PROJECT NO. 301.2400927.001
DATE 9/17/2025
SCALE 1" = 50'
SHEET 3 OF 5

788

GRAPHIC SCALE

0 25 50 100 150

Scale: 1" = 50'

ORB 10356 PG 1442

ORB 10279 PG 721

ORB 4104 PG 9

ORB 2538 PG 236

ORB 4810 PG 1740

ORB 6089 PG 1269

ORB 10376 PG 1128

SOUTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7

648.21'(C)

ORB 8866 PG 687

ORB 105, PG 379

ORB 9008, PG 1543

10" (POSS VITRIFIED CLAY)

07-21-30-300-0500-000
BOARD OF COUNTY COMMISSIONERS
ORB 9465, PG. 1105

NOT INCLUDED IN THIS SURVEY

S 89°18'20" W 643.81'(C)

NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SEC. 7, TWP 21S, RNG 30E & SOUTHWEST CORNER OF A REPLAT OF LAKE MOBILE SHORES PER P.B. 8, PG. 55
FND 5/8" IRC "SSMC LB 2108"
HOLD AS GOOD

N 00°08'27" W 1328.14' (F)

WEST LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

SOUTH 1/4 CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "FDOT LB 8011 CCR #110383
HOLD AS GOOD

CENTRAL FLORIDA COMMUTER RAIL TRANSIT - SEGMENT "F"
FDOT RIGHT-OF-WAY MAP
SECTION 77000, FPID NO. 412994-2
100.00' RIGHT-OF-WAY

LAKE MOBILE
WATER ELEV. @ 6/25/2025 = 78.40'
NORMAL HIGH WATER LINE = 79.64'
FIRM MAP 12117C0165F
B.F.E. ELEV.= 80.00' (ZONE AE)

WATERS EDGE

NORTH LINE OF THE SW 1/4 OF THE SE 1/4 SECTION 7

ORB 8639, PG 7

ORB 8639, PG 7

SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7

N 89°03'19" E
2587.78'(F) 2587.50'(D)

SOUTHEAST CORNER OF SEC. 7, TWP 21S, RNG 30E
FND NLD "LEGACY 7848"
CCR # 110384
HOLD AS GOOD

NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SEC. 7, TWP 21S, RNG 30E

EAST LINE OF THE SE 1/4 OF OF THE SE 1/4 SECTION 7

1322.09'(F)

N 00°26'06" W 2644.17'(F)

18 7

17 8

DATE	REVISIONS	REVISED BY	CHECKED BY
09/30/2025	ADDED BOTTOM OF SUMP ELEV. OF CONTROL STRUCTURE (SHEET 3)	I.P.	F. LOPEZ
02/04/2026	TREE SURVEY (SHEET 4) AND TABLE (SHEET 5) REVISED	E.S.	F. LOPEZ

SECTION	7
TOWNSHIP	21 S
RANGE	30 E

FIELD BY	JH	05/25 - 09/25
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TREE SURVEY

ROSENWALD COMMUNITY DEVELOPMENT
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST
IN SEMINOLE COUNTY, FLORIDA

PROJECT NO. 301.2400927.001

DATE 9/17/2025

SCALE 1" = 50'

SHEET 4 OF 5

789

Tree Location Information

FID	Northing	Easting	Diameter at Breast Height	Type - Description
T2	1576160.80	542771.19	27"	Live oak (Quercus virginiana) - No significant defects.
T3	1576240.74	542837.11	21"	Cabbage palm (Sabal palmetto) - No significant defects.
T4	1576281.68	542863.67	19"	Live oak (Quercus virginiana) - No significant defects.
T5	1576296.89	542879.33	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T9	1576431.68	542981.62	11"	Dwarf palmetto (Sabal minor) - No significant defects.
T12	1576476.84	542947.80	201"	Camphor tree (Camphora officinarum) - No significant defects.
T13	1576523.59	542972.42	16"	Camphor tree (Camphora officinarum) - No significant defects.
T19	1576527.35	542921.89	16"	Dwarf palmetto (Sabal minor) - No significant defects.
T24	1576459.68	542877.28	6" & 8"	Live oak - Double (Quercus virginiana) - No significant defects.
T33	1576435.83	542768.82	19"	Live oak (Quercus virginiana) - No significant defects.
T34	1576475.92	542721.49	19"	Camphor tree (Camphora officinarum) - Tree has fallen towards the east.
T35	1576458.29	542666.17	12"	amphor tree (Camphora officinarum) - Tree has fallen towards the west. Visible roots
T40	1576367.11	542775.52	31"	Live oak (Quercus virginiana) - No significant defects.
T41	1576366.26	542735.76	8"	Southern magnolia (Magnolia grandiflora) - No significant defects.
T42	1576370.19	542674.01	23"	Live oak (Quercus virginiana) - No significant defects.
T43	1576430.85	542647.33	15"	Laurel oak (Quercus laurifolia) - No significant defects.
T45	1576360.84	542589.22	6"	Dwarf palmetto (Sabal minor) - No significant defects.
T46	1576366.47	542587.79	8"	Laurel oak (Quercus laurifolia) - No significant defects.
T48	1576365.24	542558.06	9.5"	Dwarf palmetto (Sabal minor) - No significant defects.
T49	1576443.76	542570.45	8"	Laurel oak (Quercus laurifolia) - No significant defects.
T50	1576446.51	542514.55	8"	Queen Palm (Syagrus romanzoffiana) - No significant defects.
T52	1576460.89	542509.09	10"	Queen palm (Syagrus romanzoffiana) - Head is dying, palm fronds are not appearing.
T53	1576408.59	542521.12	32"	Live oak (Quercus virginiana) - No significant defects.
T56	1576597.49	542544.02	25"	Live oak (Quercus virginiana) - No significant defects.
T57	1576602.01	542548.67	20"	Live oak (Quercus virginiana) - No significant defects.
T58	1576603.23	542547.12	11"	Dwarf palmetto (Sabal minor) - No significant defects.
T59	1576584.63	542615.64	31"	Live oak (Quercus virginiana) - Subject to die soon, significant tree rot present
T61	1576475.95	542875.25	18"	Slash pine (Pinus elliottii) - No significant defects.
T66	1576623.21	542737.00	12"	Pignut hickory (Carya glabra) - No significant defects.
T69	1576675.18	542708.78	11"	Camphor tree (Camphora officinarum) - No significant defects.
T70	1576735.11	542709.78	6"	Wax mrytle (Morella cerifera) - No significant defects.
T71	1576735.84	542641.29	25"	lash pine (Pinus elliottii) - Trunk is split from 2 ft from the ground to 35 ft in the air
T73	1576785.09	542628.68	49"	Camphor tree (Camphora officinarum) - No significant defects.
T75	1576666.73	542663.81	6"	Laurel oak (Quercus laurifolia) - No significant defects.
T76	1576700.92	542653.23	24"	Camphor tree (Camphora officinarum) - No significant defects.
T78	1576668.81	542628.73	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T79	1576656.31	542626.75	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T80	1576647.32	542619.89	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T81	1576663.02	542614.04	(3) 7"	Camphor tree - Triple (Camphora officinarum) - No significant defects.
T82	1576657.84	542601.55	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T83	1576675.18	542598.94	6",5",3"	Camphor tree - Triple (Camphora officinarum) - No significant defects.
T84	1576669.69	542577.18	29"	Live oak (Quercus virginiana) - No significant defects.
T86	1576759.13	542542.99	28"	Live oak (Quercus virginiana) - Tree is dead; snag.
T87	1576759.85	542526.77	32"	Slash pine (Pinus ellittoii) - No significant defects.
T88	1576738.03	542489.36	24"	Live oak (Quercus virginiana) - No significant defects.
T89	1576685.78	542526.44	19"	Live oak (Quercus virginiana) - No significant defects.
T90	1576678.72	542487.75	25"	Live oak (Quercus virginiana) - No significant defects.
T91	1576679.69	542469.54	15"	Live oak (Quercus virginiana) - No significant defects.
T92	1576710.33	542473.30	18"	Camphor tree (Camphora officinarum) - No significant defects.
T93	1576652.02	542470.07	21"	Live oak (Quercus virginiana) - Appears to be dead
T94	1576629.40	542279.98	153"	Camphor tree (Camphora officinarum) - No significant defects.
T95	1576612.35	542270.26	30"	Live oak (Quercus virginiana) - No significant defects.
T96	1576588.23	542282.81	150"	Camphor tree (Camphora officinarum) - No significant defects.
T97	1576518.58	542266.27	22"	Live oak (Quercus virginiana) - No significant defects.
T98	1576357.28	542276.91	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T100	1576328.05	542448.59	23"	Live oak (Quercus virginiana) - No significant defects.
T101	1576324.79	542449.88	6",7",4"	Laurel oak - Triple (Quercus laurifolia) - No significant defects.
T102	1576210.09	542644.28	23"	Live oak (Quercus virginiana) - No significant defects.
T103	1576170.00	542652.16	49"	Live oak (Quercus virginiana) - No significant defects.
T104	1576163.20	542690.22	153"	Live oak (Quercus virginiana) - No significant defects.
T105	1576191.61	542759.02	25"	Live oak (Quercus virginiana) - No significant defects.
T106	1576107.13	542671.01	31"	Live oak (Quercus virginiana) - No significant defects.
T107	1576103.28	542666.22	36"	Live oak (Quercus virginiana) - No significant defects.
T108	1576117.12	542649.41	9"	Cabbage palm (Sabal minor) - No significant defects.
T109	1576124.89	542649.44	17"	Live oak (Quercus virginiana) - Snag - bottom 7 ft of trunk is rotten, bark falling off.
T110	1576139.60	542583.72	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T111	1576025.91	542613.07	19"	Southern silky oak (Grevillea robusta) - No significant defects.
T112	1575985.23	542525.87	19"	Dwarf palmetto (Sabal minor) - No significant defects.
T113	1576016.54	542530.00	29"	Laurel oak (Quercus laurifolia) - No significant defects.
T114	1576553.60	542689.11	5"	Live oak (Quercus virginiana) - No significant defects.
T115	1576576.34	542685.84	31"	Slash pine (Pinus elliottii) - No significant defects.
T116	1576572.22	542684.84	27"	Laurel oak (Quercus laurifolia) - No significant defects.
T119	1576578.68	542701.31	31"	Slash pine (Pinus elliottii) - No significant defects.
T120	1576588.60	542700.05	6" & 8"	Camphor tree - Double (Camphora officinarum) - No significant defects.
T123	1576016.49	542604.95	19"	Southern silky oak (Grevillea robusta) - No significant defects.
T124	1576025.78	542613.97	19"	Southern silky oak (Grevillea robusta) - No significant defects.
T126	1576662.56	542659.58	19"	Dwarf palmetto (Sabal minor) - No significant defects.
T128	1576402.64	542923.28	15"	Live oak (Quercus virginiana) - No significant defects.
T130	1576451.94	542511.94	8"	Queen Palm (Syagrus romanzoffiana) - Tree has no leaves and appears stressed out.
T131	1576430.95	542705.71	19"	Dwarf palmetto (Sabal minor) - No significant defects.

Tree Location Information

FID	Northing	Easting	Diameter at Breast Height	Type - Description
T132	1576552.07	542687.56	16"	Camphor tree (Camphora officinarum) - No significant defects.
T136	1576572.55	542706.20	8"	Camphor tree (Camphora officinarum) - No significant defects.
T137	1576580.98	542685.42	7"	Camphor tree (Camphora officinarum) - No significant defects.
T141	1576693.48	542519.52	15"	Live oak (Quercus virginiana) - Tree is dead; snag.
T154	1576681.37	542694.50	44" *	Camphor tree (Camphora officinarum) - No significant defects. * Conglomerate of Trunks grown together - measured around
T155	1576518.87	542245.33	5",5",5",8",4"	Camphor tree - Quintuple (Camphora officinarum) - No significant defects.
T157	1576704.78	542435.65	26"	Camphor tree (Camphora officinarum) - No significant defects.
T158	1576685.86	542383.41	19"	Camphor tree (Camphora officinarum) - No significant defects.
T159	1576568.64	542265.33	25"	Camphor tree (Camphora officinarum) - No significant defects.
T160	1576531.66	542249.98	29'	Camphor tree (Camphora officinarum) - No significant defects.
T162	1576434.38	542240.06	42",25",17", 16" 16",15",23"	Camphor tree (Camphora officinarum) - No significant defects. Large Cluster Grown Together
T163	1576436.01	542250.84	45"	Camphor tree (Camphora officinarum) - No significant defects.
T164	1576456.45	542244.02	44"	Camphor tree (Camphora officinarum) - No significant defects.
T165	1576473.67	542241.68	34"	Camphor tree (Camphora officinarum) - No significant defects.
T168	1576308.88	542892.95	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T186	1576758.13	542544.19	6"	Camphor tree (Camphora officinarum) - No significant defects.
T190	1576758.62	542527.32	5"	Camphor tree (Camphora officinarum) - No significant defects.
T194	1576760.84	542527.03	6"	Camphor tree (Camphora officinarum) - No significant defects.
T500	1576357.60	542559.36	8"	Slash pine (Pinus elliottii) - No significant defects.
T501	1576363.55	542563.24	10"	Slash pine (Pinus elliottii) - No significant defects.
T502	1576367.39	542563.94	8"	Slash pine (Pinus elliottii) - No significant defects.
T503	1576370.77	542566.90	9"	Slash pine (Pinus elliottii) - No significant defects.
T504	1576373.24	542564.87	7"	Slash pine (Pinus elliottii) - No significant defects.
T505	1576370.96	542563.18	10"	Slash pine (Pinus elliottii) - No significant defects.
T506	1576368.68	542557.48	7"	Slash pine (Pinus elliottii) - No significant defects.
T507	1576411.17	542742.42	18"	Live oak (Quercus virginiana) - No significant defects.
T508	1576405.38	542742.18	18"	Live oak (Quercus virginiana) - No significant defects.
T509	1576432.43	542723.31	9"	Laurel oak (Quercus laurifolia) - No significant defects.
T510	1576431.09	542723.74	5"	Laurel oak (Quercus laurifolia) - No significant defects.
T511	1576429.42	542724.16	6"	Laurel oak (Quercus laurifolia) - No significant defects.
T512	1576429.04	542725.30	5"	Laurel oak (Quercus laurifolia) - No significant defects.
T513	1576285.83	542470.25	8"	Laurel oak (Quercus laurifolia) - No significant defects.
T514	1576516.36	542260.37	30"&24"	Camphor tree - Double (Camphora officinarum) - No significant defects.
T515	1576622.69	542270.71	20"	Camphor tree (Camphora officinarum) - No significant defects.
T516	1576624.62	542269.72	12"	Camphor tree (Camphora officinarum) - No significant defects.
T517	1576631.77	542276.06	17"&6"	Camphor tree - Double (Camphora officinarum) - No significant defects.
T518	1576694.81	542379.61	19"	Live oak (Quercus virginiana) - No significant defects.
T519	1576697.39	542384.21	22"	Live oak (Quercus virginiana) - No significant defects.
T520	1576738.55	542516.69	30"	Slash pine (Pinus elliottii) - No significant defects.
T521	1576766.87	542535.36	18"	Laurel oak (Quercus laurifolia) - No significant defects.
T522	1576775.50	542516.78	8"	Camphor tree (Camphora officinarum) - No significant defects.
T523	1576758.75	542545.38	6"	Camphor tree (Camphora officinarum) - No significant defects.
T524	1576561.92	542684.03	6"	Camphor tree (Camphora officinarum) - No significant defects.
T525	1576561.69	542683.03	7"	Camphor tree (Camphora officinarum) - No significant defects.
T526	1576572.72	542692.87	11"	Slash pine (Pinus elliottii) - Appears to be dying
T527	1576624.15	542781.33	18"	Live oak (Quercus virginiana) - No significant defects.
T528	1576636.55	542795.76	11"	Live oak (Quercus virginiana) - No significant defects.
T529	1576683.54	542691.38	36"	Camphor tree (Camphora officinarum) - No significant defects.
T530	1576677.74	542691.71	5"	Camphor tree (Camphora officinarum) - No significant defects.
T531	1576678.77	542692.24	5"	Camphor tree (Camphora officinarum) - No significant defects.
T532	1576684.52	542686.66	5",5",4",6"	Camphor tree - Quadruple (Camphora officinarum) - No significant defects.
T533	1576685.10	542682.71	(2) 5"	Camphor tree - Double (Camphora officinarum) - No significant defects.
T534	1576701.50	542674.92	6"	Live oak (Quercus virginiana) - No significant defects.
T535	1576695.47	542666.71	5"	Laurel oak (Quercus laurifolia) - No significant defects.
T536	1576694.34	542633.87	16"	Cabbage palm (Sabal palmetto) - No significant defects.
T537	1576732.83	542639.55	5",7",4",6"	Camphor tree - Quadruple (Camphora officinarum) - No significant defects.
T538	1576737.69	542601.80	44"	Camphor tree (Camphora officinarum) - No significant defects.
T539	1576766.40	542619.23	40"	Camphor tree (Camphora officinarum) - No significant defects.
T540	1576783.51	542621.04	25"	Camphor tree (Camphora officinarum) - No significant defects.
T541	1576788.55	542627.54	8"	Camphor tree (Camphora officinarum) - No significant defects.
T542	1576787.68	542630.03	9"	Cabbage palm (Sabal palmetto) - No significant defects.
T543	1576785.05	542632.32	8"	Camphor tree (Camphora officinarum) - No significant defects.
T544	1576791.74	542627.79	12"	Camphor tree (Camphora officinarum) - Appreas to be dying
T545	1576802.01	542610.66	6"	Camphor tree (Camphora officinarum) - No significant defects.
T546	1576802.59	542613.87	30"	Camphor tree (Camphora officinarum) - No significant defects.
T547	1576804.81	542612.91	25"	Camphor tree (Camphora officinarum) - No significant defects.
T548	1576810.03	542608.98	8"	Camphor tree (Camphora officinarum) - No significant defects.
T549	1576852.00	542633.55	7",6",4"	Camphor tree - Triple (Camphora officinarum) - No significant defects.
T550	1576737.91	542709.01	15"	Camphor tree (Camphora officinarum) - No significant defects.
T551	1576611.58	542832.14	38"	Camphor tree (Camphora officinarum) - No significant defects.
T552	1576590.69	542854.49	8"	Camphor tree (Camphora officinarum) - No significant defects.
T553	1576589.29	542856.85	31"	Camphor tree (Camphora officinarum) - No significant defects.
T554	1576550.08	542926.97	8"	Live oak (Quercus virginiana) - No significant defects.
T555	1576548.74	542953.86	12"	Camphor tree (Camphora officinarum) - No significant defects.
T557	1576474.07	542944.85	9"	Camphor tree (Camphora officinarum) - No significant defects.
T558	1576399.78	542920.20	15"	Live oak (Quercus virginiana) - No significant defects.
T559	1576402.31	542918.34	27"	Live oak (Quercus virginiana) - No significant defects.
T560	1576404.05	542916.49	17"	Camphor tree (Camphora officinarum) - No significant defects.

Tree Location Information

FID	Northing	Easting	Diameter at Breast Height	Type - Description
T561	1576395.34	542910.75	14"	Live oak (Quercus virginiana) - No significant defects.
T562	1576486.75	542789.29	13"	Laurel oak (Quercus laurifolia) - No significant defects.
T563	1576487.68	542764.55	12"	Cabbage palm (Sabal palmetto) - No significant defects.
T564	1576529.19	542737.34	9", 5"	Laurel oak - Double (Quercus laurifolia) - No significant defects.
T565	1576527.26	542737.31	8"	Laurel oak (Quercus laurifolia) - No significant defects.
T566	1576526.71	542738.05	7"	Laurel oak (Quercus laurifolia) - No significant defects.
T567	1576528.78	542741.10	8"	Laurel oak (Quercus laurifolia) - No significant defects.
T568	1576527.08	542740.12	9"	Laurel oak (Quercus laurifolia) - No significant defects.
T569	1576542.10	542743.31	20"	Live oak (Quercus virginiana) - No significant defects.
T570	1576503.71	542764.52	18"	Cabbage palm (Sabal palmetto) - No significant defects.
T571	1576490.95	542789.46	13", 4", 4"	Unable to identify - Triple Trunk - Appears to be dead
T572	1576489.03	542791.65	5",5"	Unable to identify - 5 trucks - No significant defects.
T573	1576487.57	542792.73	5"	Laurel oak (Quercus laurifolia) - No significant defects.
T574	1575977.56	542543.93	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T575	1575977.24	542546.08	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T576	1575974.81	542543.59	13"	Cabbage palm (Sabal palmetto) - No significant defects.
T577	1576057.44	542525.40	20"	Camphor tree (Camphora officinarum) - No significant defects.
T578	1576079.13	542520.32	18"	Camphor tree (Camphora officinarum) - No significant defects.
T579	1576082.59	542537.54	20"	Laurel oak (Quercus laurifolia) - No significant defects.
T580	1576068.38	542541.86	11"	Cabbage palm (Sabal palmetto) - No significant defects.
T581	1576063.12	542539.61	11"	Cabbage palm (Sabal palmetto) - No significant defects.
T582	1576095.29	542543.47	11"	Cabbage palm (Sabal palmetto) - No significant defects.
T583	1576096.97	542541.91	23"	Laurel oak (Quercus laurifolia) - No significant defects.
T584	1576283.06	542458.60	8"	Carolina Laurel Cherry Tree (Pronus Caroliniana) - No significant defects.
T585	1576284.33	542456.86	13"	Camphor tree (Camphora officinarum) - No significant defects.
T586	1576280.37	542438.46	42"	Camphor tree (Camphora officinarum) - No significant defects.
T587	1576284.83	542408.60	17"	Cabbage palm (Sabal palmetto) - No significant defects.
T588	1576282.30	542388.13	14"	Camphor tree (Camphora officinarum) - No significant defects.
T589	1576286.95	542335.35	21"	Camphor tree (Camphora officinarum) - No significant defects.
T590	1576120.01	542544.18	11"	Cabbage palm (Sabal palmetto) - No significant defects.
T591	1576119.93	542546.57	10"	Cabbage palm (Sabal palmetto) - No significant defects.
T592	1576217.13	542551.91	19"	Cabbage palm (Sabal palmetto) - No significant defects.
T593	1576217.33	542533.34	23", 21"	Live oak - Double (Quercus virginiana) - No significant defects.
T594	1576239.93	542537.87	21"	Live oak - (Quercus virginiana) - No significant defects.
T595	1576266.07	542552.69	16"	Cabbage palm (Sabal palmetto) - No significant defects.
T596	1576273.82	542553.09	15"	Cabbage palm (Sabal palmetto) - No significant defects.
T597	1576310.52	542265.69	76"	Camphor tree (Camphora officinarum) - No significant defects.
T598	1576257.59	542554.24	11"	Cabbage palm (Sabal palmetto) - No significant defects.
T599	1576250.25	542554.31	10"	Cabbage palm (Sabal palmetto) - No significant defects.

DATE	REVISIONS	REVISED BY	CHECKED BY
09/30/2025	ADDED BOTTOM OF SUMP ELEV. OF CONTROL STRUCTURE (SHEET 3)	I.P.	F. LOPEZ
02/04/2026	TREE SURVEY (SHEET 4) AND TABLE (SHEET 5) REVISED	E.S.	F. LOPEZ

SECTION	7
TOWNSHIP	21 S
RANGE	30 E

FIELD BY	JH	05/25 - 09/25
DRAWN BY	FL	8/25
CHECKED BY	HF	09/25
FIELD BOOK(S)	25/10	
PAGE(S)		
FILE:	301.2400927.001_Rosenwald Survey.dwg	

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No 2643
941 Lake Baldwin Lane - Orlando, Florida 32814
Telephone (407) 896-0594

TREE LOCATION INFORMATION
ROSENWALD COMMUNITY DEVELOPMENT
SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST
IN SEMINOLE COUNTY, FLORIDA

PROJECT NO. 301.2400927.001
DATE 9/17/2025
SCALE 1" = 50'
SHEET 5 OF 5

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Mike Forcht, PE, the owner of record for the following described property *[Parcel ID Number(s)]* 07-21-30-300-0500-000 hereby designates DESHON FOX to act as my authorized agent for the filing of the attached application(s) for:

☐ Alcohol License	☐ Arbor Permit	☐ Construction Revision	☐ Final Engineering
☐ Final Plat	☐ Future Land Use Amendment	☐ Lot Split/Reconfiguration	☐ Minor Plat
☐ Preliminary Subdivision Plan	☒ Rezone	☒ Site Plan	☐ Special Event
☐ Special Exception	☐ Temporary Use Permit	☐ Vacate	☐ Variance

OTHER: _____

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

November 26, 2025
Date

Mike Forcht
Property Owner's Signature

Mike Forcht, PE
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Seminole

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Mike Forcht, PE *(property owner)*, ☑ by means of physical presence or ☐ online notarization; and ☐ who is personally known to me or ☐ who has produced Drivers License as identification, and who executed the foregoing instrument and sworn an oath on this 26 day of November, 2025.

BREEANA HOWARD
MY COMMISSION #HH377237
EXPIRES: MAR 22, 2027
Bonded through 1st State Insurance

Breeana Howard
Notary Public

Topic: Rosenwald Community Center Rezone

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

Consider a Rezone from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions) for a new Community Center on approximately 12.96 acres, located on the north side of Merritt St and approximately 0.25 miles east of Ronald Reagan Blvd.

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** o **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** o **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
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.):**

BDG BANYAN EAST TOWN. LLC

March 30, 2026

Ms. Annie Sillway, Principal Planner
Seminole County
Planning & Zoning Commission
Land Planning Agency

Via email: asillaway@seminolecountyfl.gov

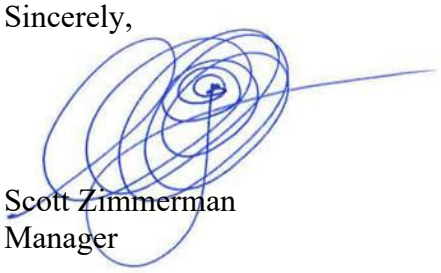
RE: Rosenwald Community Center Rezone

Dear Annie:

As the Owner of Banyan East Town Apartments, located within 500 feet of the submit property, I would like to express we are in favor of the proposed rezoning of the community center.

Please feel free to reach out if you have any questions.

Sincerely,



Scott Zimmerman
Manager

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes - Draft

Wednesday, April 1, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Richard Jerman, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Absent Tim Smith

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Dagmarie Segarra, Deputy Development Services Director; Neysa Borkert, Deputy County Attorney; Jim Potter, P.E., Development Review Engineering Manager; Joy Giles, Planning Manager; Maya Athanas, Principal Planner; Annie Sillaway, Principal Planner; Kaitlyn Apgar, Senior Planner; Hilary Padin, Planner; Tammy Brushwood, P&Z Board Clerk, and Alexis Pelletier, Assistant Clerk.

Accept Proof of Publication

A motion was made by Vice Chairman Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve the Proof of Publication. The motion passed unanimously, 6-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith

Approval of Minutes

A motion was made by Vice Chairman Brandy Ioppolo, seconded by Commissioner Lourdes Aguirre, to approve the March 4, 2026 P&Z Minutes, as submitted. The motion passed unanimously, 6-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith

NEW BUSINESS

Public Hearing Items:

1. Continued from the March 4, 2026 P&Z meeting
   Sandy Lane Homes Rezone - Consider a Rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to MM (Missing Middle) for a proposed single family residential development of twenty-four (24) lots on approximately 7.54 acres located on the west side of Sandy Ln, south of Sand Lake Rd; (Z2025-014) (Giovanni Jordan, Jordan Homes, Applicant) District 3 - Constantine (Kaitlyn Apgar, Senior Planner)

   Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property currently has a zoning designation of A-1 (Agriculture),

and R-1AA (Single Family Dwelling). The subject property has a Future Land Use of Low Density Residential. This future land use supports the proposed Missing Middle zoning district. The Low Density Residential Future Land Use allows for a maximum density of four (4) dwelling units per net buildable acre. The applicant is proposing an overall density of 3.88 dwelling units per net buildable acre. The property is currently developed as a single-family home. The applicant proposes to develop the site as a single-family residential subdivision having a maximum of twenty-four (24) single family lots. The applicant is proposing a minimum lot width of fifty-seven (57) feet with a minimum lot size of 6,500 square feet. The site is located in Seminole County's sewer utility service area and Sunshine Water's water utility service area. The site will be required to connect to public utilities. An agreement for billing of sewer will be required between the County and Sunshine Water Services during the Final Engineering Plan review and prior to approval of the Utility Agreement for sewer service. The development will have a primary access onto Sandy Lane, which is classified as a local road. A secondary right-in/right-out only access is proposed onto Sandy Lake Road, which is classified as an Urban Major Collector. Sand Lake Road is currently operating at a level-of-service "C to F" depending on the direction of travel and the time of day. Additional improvements to Sand Lake Rd may be required during the Subdivision process. There is an existing sidewalk along the adjacent portions of Sand Lake Road and Sandy Lane, therefore, the Developer will be required to connect to the sidewalk along both property frontages. The Missing Middle (MM) zoning district requires a minimum of eight (8) percent of net buildable acreage to be provided as open space. Landscape buffers are not required based on the intensity of the development. Open space and buffer criteria will be evaluated further during the Final Engineering stage. Seminole County Public Schools provided a School Impact Analysis for the proposed project. The analysis concluded that the students generated by the project would be able to be accommodated without exceeding the adopted level of service (LOS) at this time. Potential constraints and obstacles of development such as grading, site elevation, and level of service of Sand Lake Road may present challenges; however, in Staff's analysis these considerations do not preclude the site's compatibility with the overall intent of the MM zoning district. The Development Plan is subject to change and further review of required criteria will be during the Subdivision process. The development will be required to meet standards per the Land Development Code. As a summary, the applicant is providing one typology in a residential tract to be no larger than five (5) acres. The project will not be gated. The provided Conceptual Development Plan proposes a minimum of eight (8) percent of net buildable acres as open space, and will provide pedestrian connectivity to open spaces and existing sidewalks. The internal right of way is designed to establish connectivity from Sand Lake Road to Sandy Lane. The overall design of the development is consistent with the intent of promoting connectivity and accessibility to adjacent streets and roadways. While stub outs were not provided for the two (2) vacant lots to the northeast, access to those parcels are not inhibited by this development. One vacant lot retains frontage on Sand Lake Road, while the other retains frontage on both Sand Lake Road and Sandy Lane. The overall development still meets the intent of the MM zoning district via implementation of the "block" design through connectivity to Sand Lake Road and Sandy Lane. The applicant is aware of the two-story limitation and is only proposing one typology in this development. Additional site and building requirements will be evaluated during the Final Engineering stage. The applicant has demonstrated

compliance with the open space requirements and has made a note on the Conceptual Plan that references the provisions for street trees. Specific site details will be evaluated during the Final Engineering stage, inclusive of minimum parking requirements and building frontage. Consistency with the Comprehensive Plan is achieved through the Comprehensive Plan policies. The proposed MM zoning is consistent with Policy FLU 4.2.1 by reducing lot sizes to allow for more compact site plans while adhering to the overall density in the area, adhering to the street tree requirements, and providing for a complementary Missing Middle typology with the existing neighborhoods. The request meets the trend of single family dwelling unit development in the surrounding neighborhoods while maximizing usable density within the allowable limit. The subject site is approximately 1,900 feet as the crow flies from the nearest boundary of the Urban Centers and Corridors Overlay. The proposed rezone supports encouraging a wider range of housing choices in and around the Centers and Corridors Overlay, which meets the intent of Policy FLU 4.2.1.(A). The proposed MM zoning classification acts as a transition in zoning for the surrounding trend of development in the area by staying consistent with both the permitted uses and density provisions of the Low Density Residential Future Land Use. This also allows for more dwelling units to be achieved through flexible site standards. The proposed development is located within the Aquifer Recharge Overlay and a note has been made on the Development Plan stating compliance with the maximum impervious surface ratio of 60 percent in compliance with FLU Policy 2.3.12 (b) (3). Staff finds the proposed MM zoning classification to be consistent with the Comprehensive Plan. In compliance with SCLDC Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on September 23, 2025 with details of the community meeting provided in the agenda package. Staff requests the Planning and Zoning Commission approve and refer the Sandy Lane Rezone to the Board of County Commissioners.

Commissioner Richard Jerman stated that based on Staff's report, the residential development proposed is for 24 lots and it is 3.88 dwelling units per acre, but the property is in Low Density Residential, which provides up to 4.0, which would be 30 units. He further stated that what is before the Board is just the Rezoning, and not the Site Plan, which is part of the agenda package. The applicant could request the full 30 units if they choose to come back, because we're not approving the Site Plan, and asked if that is true.

Kaitlyn Apgar, Senior Planner, responded that we calculate our density based on net buildable acreage and there is a transmission line easement running through the property, which is not included in the net buildable acreage. She stated that is why the applicant cannot achieve the 30 dwelling units.

Chairman Carissa Lawhun asked if only single family homes will be built on the property, and why wouldn't one of the other residential zoning categories be more appropriate. Ms. Apgar deferred to the applicant to answer why they chose this particular zoning district.

Chairman Lawhun asked if it is correct that the Missing Middle is a newer zoning designation and it could allow flexibility with the type of housing, whereas another

zoning category would not, which Ms. Apgar responded that was correct.

Brent Spain, with Theriaque and Spain, for the applicant, Jordan Homes, stated that they support Staff's recommendation for approval.

Commissioner Richard Jerman asked Mr. Spain if they concur with Staff that they are limited to 3.88 dwelling units per acre with only getting 24 units on this site.

Mr. Spain responded that he does concur and the submitted Development Plan reflects 24 single family detached lots.

Vice Chairman Brandy Ioppolo asked Mr. Spain if the intent is to rent or to sell the proposed 24 houses that are single family, detached, and fee simple ownership. Mr. Spain responded that the intent is to sell them, which was indicated at the community meeting.

Commissioner Lawhun asked why a different residential zoning category wasn't chosen for this proposed development. Mr. Spain responded that the Future Land Use is LDR, with a maximum of 4.0 dwelling units per acre and when the application was submitted the other zoning districts would not allow them to get close to the 4.0 dwelling units per acre, and even Missing Middle can't get to 4.0 dwelling units per acre to meet the Code requirements. He further stated that given its location at an intersection, from a Planning perspective you want to step-down and transition uses, and with the surrounding sites, it is a good transition.

Commissioner Jerman stated that lot size is a big deal according to the audience comments as everybody wants 75-90' lots. He said you can still change the lot size downward, even though compliance to the density is required, they can still do a lot of things with the site units. He further stated that this is what he doesn't like with this zoning phase, because the Board isn't approving the Master Plan or the Site Plan. He asked Mr. Spain if he would stipulate to the 60' and the 57' lots as designed and that they will not be less than that.

Mr. Spain responded yes, he is authorized to stipulate with respect to the site data on the Development Plan, one of which is that the lots are 60' wide, except for the five (5) lots that are slightly over 57' wide as reflected, and that will not change.

Chairman Lawhun asked if he would also stipulate that it would only be single family homes. Mr. Spain stated that their submittal is for 24 single family detached residential homes.

Public Comment <u>in Opposition</u> to this request:

1. Nick Muscato, of Longwood, FL
2. Ashley Diaz, of Deltona, FL
3. Steve Litt, of Longwood, FL
4. Pam Tapley, of Longwood, FL
5. Donnie Anderson, Longwood, FL

6. Michael Heidmann, Longwood, FL

Neysa Borkert, Deputy County Attorney, interjected that this applicant is not asking for a Comprehensive Plan Amendment. Whatever they do on the property is limited to 4.0 dwelling units per acre, and they will not be able to go above it with a maximum number of 24 units, not including the site constraints with the power line easements. They cannot go above 30 units, because that is what the Comp Plan limits, which is 4.0 dwelling units per acre.

Public Comment in Opposition to this request continued:

7. Andrew Zito, President of the Sandy Lane Homeowner's Association of Longwood
8. Laurie Bartlett, of Altamonte Springs, FL
9. Jeff Perlman, of Longwood, FL
10. Lee Wooldridge, of Longwood, FL
11. Kiel Ecimovic, of Longwood, FL

Forty-one (41) written comments in Opposition to this request were also received.

Mr. Spain, in his rebuttal, stated the following:

- They are not changing the density, as the Deputy County Attorney stated.
- They will be required to connect this project to the existing sidewalk network in the area, so safety is being planned for pedestrians.
- The primary entrance and exit for this project is on Shady Lane. The entrance off of Sand Lake Road is limited to a right-in/right-out, with additional traffic improvements, which may be required at the Subdivision process; such as the installation of a median on Sand Lake Road prohibiting a left turn into the proposed subdivision. The traffic concerns have been addressed.
- This project is not a Live Local Act project. Live Local Act is affordable, multi-family housing, which is not proposed for this site.
- This is single family next to single family homes, and they have stipulated on the record, that these will be single family detached units limited to 24 units, driven by the density, which is 4.0 units to the net buildable acreage, so has been ratcheted down.
- Missing Middle is specifically tied to the density allowed in the underlying Future Land Use district, so again this is an LDR site, which is limited to 4.0 dwelling units per acre.
- He reviewed the community meeting minutes and there is no website for this site, only for his client's development business.
- If a traffic study is required by the County, they will do one. However, a project of this size is not required because the trip generation at peak hours are not high enough.
- They have met the standards of the Land Development Code and Staff has recommended approval of this request.
- He asks the Board approval of this request, subject to or contingent on the stipulations of the project being 24 units, single family detached dwelling units.

Chairman Carissa Lawhun asked Staff how many other properties off of Sand Lake Road could request a Missing Middle zoning. Ms. Apgar responded that we do not have any active applications for Missing Middle off of Sand Lake Road at this time, but she cannot speak to the trend.

Dagmarie Segarra, Deputy Development Services Director, stated that it is hard to respond to that question, and stated that it depends on the type of application we receive. The proposed Rezone is appropriate for the size at this location and for which Missing Middle was created, for infill purposes.

Vice Chairman Brandy Ioppolo stated that she has concerns with traffic and safety. She also has concerns about starting a precedence and not sure this is the right location for this project. She is pro-development, but she thinks this project will reduce neighboring property owner's tax values, which will be reflected in the County's budget. She is also a proponent of Missing Middle, but again not sure this is the right location for this project.

A motion was made by Vice Chairman Brandy Ioppolo to deny and refer the Sandy Lane Homes Rezone to the Board of County Commissioners. No second was received. Board discussion continued.

Commissioner Lourdes Aguirre stated that she agrees with the sentiment and concerns, however she has a problem denying the request, since it meets the requirements of the Code.

Vice Chairman Ioppolo responded that she feels that the County needs to do a little more homework when it comes to traffic, utilities, and overcrowding schools. Maybe it's good now, but in the future what will it look like. For that reason, she recommends denial of this request.

Commissioner Richard Jerman stated that he is not in favor or in opposition to the request. However, he stated that Sand Lake Road is the County's fault. This is a seven (7) acre project, the last one in the door, and the project gets "beat-up" for the existing traffic problem. The applicant also has a property right too, and it's not their fault that Sand Lake Road is a mess. He doesn't know if they can hold a 24 lot subdivision responsible.

Vice Chairman Ioppolo stated that she doesn't want to make matters worse for this area.

Commissioner Dan Lopez stated that he will second the motion, mainly because he's not sure the zoning needs to be changed to Missing Middle. He thinks a similar project can be built there under a different residential zoning.

A motion was made by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez to deny and refer the Sandy Lane Homes Rezone to the Board of County Commissioners. The motion passed 5-1, with Commissioner Mike Lorenz in opposition.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Ioppolo, and Commissioner Aguirre

Nay: Commissioner Lorenz

Absent: Commissioner Smith

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

Maya Athanas, Principal Planner, began presenting this item as stated in the Staff report.

Commissioner Richard Jerman interjected by stating that he doesn't know how much respect, as a Planning Department, they have for this Board, since he received the agenda approximately eight days ago, and he is supposed to make sense and recommendations in that period of time. He further stated that the Advisory Committee has been working on it for a month and the BCC has also seen the changes multiple times, but P&Z has only seen it once. He will listen to the presentation, but he'll probably vote no, because he doesn't know what he's voting on. He needs more time to digest this and he thinks they are forcing something on this Board and also thinks they are abusing them, as they just want to pass it through, so they can move the item to the Board of County Commissioners. He doesn't like it and he doesn't think a fair opportunity was provided to this Board to respond to these 200+ pages. He would like to table the item, to have another month, and discuss it at that time.

Neysa Borkert, Deputy County Attorney, commented that the Board can continue this to the next meeting, and not hear Staff's presentation now, or the Board can hear Staff's presentation, allow for any public comment, and then continue the item to the next meeting, where the Board can further this discussion at the next meeting.

Commissioner Jerman stated that he is okay with hearing Staff's presentation tonight, whereby he withheld his motion to Continue the item for now.

Maya Athanas, Principal Planner, stated that the summary of changes was included in the agenda package, which is a really helpful document that the Board should take a look at since it is a good summary of the changes being proposed. Ms. Athanas continued with her presentation asking for the Board to feel free to jump in with questions.

Neysa Borkert, Deputy County Attorney, stated that the passage of Senate Bill 180 added a restriction to local governments that lasts until 2027, which states that if local governments have been affected by a hurricane, which panned out to be everybody in the State, cannot adopt more restrictive or burdensome Land Development Code requirements, Comprehensive Plan requirements, or Administrative Processes. That

happened during the last legislative session, which affected the County's ability to do some of the updates that we may have previously discussed. They made a determination that this request is not more restrictive or burdensome to applicants coming in. This request is mainly updating, clarifying, adding definitions, updating statutory requirements or aligning our requirements more with what the statutory provisions state. We have been very cognizant of the Bill and our opinion is that we will not be in violation of Senate Bill 180.

Staff requests the proposed Land Development Code Amendments be approved and referred to the Board of County Commissioners for approval.

Vice Chairman Brandy Ioppolo asked why accessory dwelling units has the removal of the owner occupied requirements, which would mean accessory dwelling units can now be in non-owner occupied residents.

Ms. Athanas responded that requirement is not being proposed to be removed and not in the Ordinance.

Ms. Borkert stated that was a discussion in one of their workshops, and the consensus was not to remove it.

Commissioner Mike Lorenz stated that on the Middle Missing, there's a couple of spots that says no portion of the projects can be gated and asked what the reason is behind that. Ms. Athanas responded that it is existing language and we are not proposing to change it. She believes the purpose of that is because Missing Middle is supposed to be infill and provide walkable communities integrated into the rest of the community. We typically don't see gated communities in that circumstance. They are not proposing any changes to that part of the language.

Ms. Borkert stated that this Board is reviewing for Comp Plan consistency or any issues they may see with it. Any comments or things you'd like to see different, you can put that on the record and we can relay them to the Board of County Commissioners when it goes before them.

Public comment <u>in Support</u> of this request:

1) Bob Turnage, of Longwood, FL

Public comment <u>in Opposition</u> to this request:

1) Allison Yurko, of Winter Park, FL
2) Ryan Wexburg, of Longwood, FL

Ms. Athanas stated that we are not proposing any changes to setbacks for fences. Sight visibility restrictions for right-of-way intersections also remain in place. There will be no density changes to R-3 and R-3A, it is just misplaced and probably should not be in the Code.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Lourdes Aguirre to Continue the Land Development Code Amendments to the May 6, 2026 Planning & Zoning Commission meeting. The motion passed unanimously, 6-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith

3. LifePoint Christian Church Special Exception - Consider a Special Exception to allow an existing church to expand in the A-1 (Agriculture) zoning district on 2.44 acres, located on the northwest corner of EE Williamson Rd and Myrtle Lake Hills Rd; (BS2025-10); (Richard Dixon, Applicant); District4 - Lockhart; (Hilary Padin, Planner)

Hilary Padin, Planner, presented this item as stated in the Staff report. She further stated that the Applicant is requesting approval of a Special Exception to expand their existing civic assembly use. The existing church structure is approximately 7,000 square feet in size with a seating capacity of 200 seats. The property also includes a 1,952 square-foot single family residence that's utilized for church office use. The Applicant proposes to construct a new 6,400 square foot building with a seating capacity of 250 seats to utilize for worship service, and the original structure will be utilized for children's ministry activities during the worship service. The facility operates primarily on Sundays from 8:00 am to 2:00 pm and the church's office hours are Monday through Thursday from 8:00 am to 5:00 pm. The parking requirement for this assembly use is 63 parking spaces. The improvements to the site will provide 65 parking spaces meeting that requirement under the Seminole County Land Development Code. The site must also meet all regulations under the Land Development Code, such as setbacks, buffering and site lighting. In compliance with Seminole County Land Development Code Sec. 30.3.5 - Community meeting procedures, the Applicant conducted a community meeting on February 9, 2026. Details of the community meeting have been provided in the agenda package. Section 30.3.1.5(a) of the Seminole County Land Development Code states that certain criteria must be met for the Board of County Commissioners to approve a Special Exception request. Staff finds that the request meets the criteria with the recommended conditions as stated in the Approval Development Order. In addition to the typical conditions of approval for special exceptions, staff is recommending that there be no outdoor sound amplification without a noise permit from the County. Staff has received 9 letters of opposition, one of which is a petition with 47 names listed, and three (3) letters of support, which have been provided to the Board for their consideration. We received letters from those who provided their addresses within close proximity to the church, which are reflected on the support and opposition map provided. Staff requests approval of the LifePoint Christian Church Special Exception.

Phil Ayres, the applicant, stated that he is the pastor at LifePoint Christian Church. They are requesting a modest expansion of their existing church facility. They believe this request is reasonable in scope, compatibility with the surrounding area, and consistent with their long standing presence in the community. Their proposal is to construct a 6,400 square foot sanctuary, which will be primarily used for Sunday worship services. The new space will provide seating for 250 people, which replaces

their current worship space, which seats 200. The new sanctuary will include a foyer, restrooms, a small video room, a small storage room, and a room for nursing mothers. There are no classrooms included in this new structure. Their existing facility is just over 7,000 square feet. This is a practical step to accommodate their current congregation. This is not an expansion of a school, it's a modest expansion of Sunday worship space. They do not operate a traditional private school. They have a home school program which offers classes for a few hours on Tuesday and Thursday to families who already home school their children. That program is not being expanded as part of this proposal. This project does not increase weekday intensity, which is why it was determined at the Pre-Application review that a traffic study was not required. They understand the concerns about increased traffic, considering the nearby elementary school and the challenges at the intersection of EE Williamson and Myrtle Lake Hills Road. That matters to them as well. As the pastor of LifePoint Church and a resident of the Shadow Hill neighborhood, he personally experiences the same concerns. The project does not introduce weekday demand beyond what already exists today. They've been around since 2002 and started at Altermese Bentley Elementary School in Sanford. They moved to a local theatre, the YMCA, and then in 2013 after a decade of ministry, they purchased their current property. Over the past few years, they've seen steady, healthy growth among young families, which led them to plan for additional Sunday worship space through a capital campaign they call Next. Their goal is to serve the next generation well. They are committed to being a good neighbor to the community around them. They regularly open their facility to serve others in the community and host additional church congregations on the weekend. They provide space for local HOA meetings in the evenings. They support groups like Scouts. They also have been a polling location since 2002. Their request is for a modest expansion for Sunday worship, with no increase to weekday intensity and no change to the character of the surrounding area.

Commissioner Richard Jerman asked about the new sanctuary on the Site Plan of 6,000+ square feet and their existing building of 7,000 square feet, which is not a small expansion. He asked how the existing building will be used. Pastor Ayres responded that the existing building will be used for family and children's ministries on Sunday.

Public Comment <u>in Support</u> of this request:

1) Matt Clark, of Sanford, FL
2) Cheryl Barnes, of Longwood, FL
3) Brian Barnes, of Longwood, FL
4) James Graumlich, of Lake Mary, FL
5) Alan Thixton, of Lake Mary, FL
6) Jennifer Kroll, of Longwood, FL

Public Comment <u>in Opposition</u> of this request:

1) Ronald Stein, of Longwood, FL
2) Jeff Kissinger, of Longwood, FL
3) Amanda Kissinger, of Longwood, FL
4) Richard Hoffman, of Longwood, FL

Rick Dixon, for the applicant, of New Smyrna Beach, Florida, and the Engineer for the project, stated that at this point no significant engineering activities have taken place. They've placed the components of the Site Plan on a Conceptual Site Plan just to see what would fit. There are many steps to go through including the storm water and to meet the St. Johns Water Management District's requirements. The configuration of the site may change, due to the County's comment that the pond may be better suited closer to EE Williamson. Those items will be taken care of and will meet all of the requirements of the County, the water management district, and they will not shed any water onto the adjacent properties.

Phil Ayres, the applicant, stated that they held a meeting on February 9 for approximately a couple hundred people. Parking is planned to be crushed shell parking and not paved. There may be a misunderstanding about the school, as it says K-12, but it only goes to 12th grade for piano lessons and the golf program. The rest of the school is K-8 for core science on Tuesday and Thursday. They want to serve home schooled families with only a two day a week program. They don't feel this creates an issue with traffic.

Vice Chairman Brandy Ioppolo asked the applicant that if this is a home school type of education, then why are you having face to face meetings on Tuesdays and Thursdays. Mr. Ayres responded that it is home school direction with supplemental classes in certain core subjects, like science, social studies, and bible. Parents who are home schooling their kids can bring the kids for supplemental instruction for those particular subjects, but they don't take attendance, don't provide grades, all they do is help parents home school their children with a few additional courses.

Commissioner Lourdes Aguirre commented that unless you understand ministry, this will be difficult to understand. If the church and ministry are growing, people will come to the church with or without this building.

A motion was made by Commissioner Lourdes Aguirre, seconded by Vice Chairman Brandy Ioppolo to approve and refer LifePoint Christian Church Special Exception to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith

4. Rosenwald Community Center Rezone - Consider a Rezone from R-1 (Single-Family Dwelling) and R-2 (One-and Two- Family Dwelling) to PLI (Public Lands and Institutions) for a Public Park and Community Center on approximately 12.96 acres, located on the north side of Merritt St, approximately 0.25 miles east of Ronald Reagan Blvd; (Z2025-024) (Seminole County & DRMP, Inc., Applicants) District4 - Lockhart (Annie Sillaway, Principal Planner)

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that this rezone is to allow for the development of a public park and

community center. The subject property has a Public/Quasi-Public Future Land Use designation, which permits a maximum Floor Area Ratio (F.A.R.) of 0.65. This designation is intended to identify locations suitable for a range of public and quasi-public uses, including, but not limited to, public and private recreation facilities, educational institutions, and libraries. The subject site is approximately a little over 12 acres, which was previously occupied by the historic Rosenwald School in the East Altamonte community. Seminole County acquired the property in 2019 for the purpose of redeveloping the site into a functional community asset offering a public park with pavilions, a fishing pier, and a 6,000 square foot community center for cultural events, community services, and youth activities. The current residential zoning classifications do not support the proposed use, necessitating the rezone. The PLI Zoning is intended to include major public lands and quasi-public institutional uses. This classification may only be applied to lands that are owned or controlled by the public. Staff finds the requested PLI zoning classification to be consistent with the SCLDC, the existing Future Land Use of Public/Quasi-Public and permits the proposed use of a public park and community center, which will provide a direct benefit to the community by offering accessible services and programs. Staff received one email in favor of the rezone, which was provided to the Board. Staff requests approval of the Rosenwald Community Center Rezone.

The applicant is Seminole County.

Public Comment in Support of this request:

1) Anthony Wilson, of Altamonte Springs, FL
2) Irving Simpson, 2091 S. Ronald Reagan Boulevard, President of East Altamonte Community Association

A motion was made by Vice Chairman Brandy Ioppolo, seconded by Commissioner Mike Lorenz to approve and refer the Rosenwald Community Center Rezone to the Board of County Commissioners. The motion carried unanimously, 6-0.

A motion was made by Vice Chairman Brandy Ioppolo, seconded by Commissioner Mike Lorenz to approve and refer the Rosenwald Community Center Rezone to the Board of County Commissioners. The motion carried unanimously, 6-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Smith

CLOSING BUSINESS

Development Services Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that new legislation has been completed, which Neysa Borkert will provide more information on the potential impacts to our Code and processes. She asked the Board to reach out to her or Maya Athanas as they review the Land Development Code Amendments if any questions or concerns arise.

She asked the Board if they would like another presentation of the one presented tonight or would they like a quick summary with discussion any questions. The Chairman, Carissa Lawhun, responded that a quick summary would allow them to present any questions they may have.

Deputy County Manager Update

Neysa Borkert, Deputy County Attorney, stated that although she doesn't have a comprehensive update tonight, recent legislation passed, some did not, and some are still pending to see if the Governor signs it. She should have a synopsis at the next meeting of the Bills that passed which concern the County. If there are any Code changes needed, we will advise the Board. There will be some compatibility changes needed and how we are required to look at compatibility related to residential next to residential. House Bill 399 requires the County to do certain things related to compatibility for residential uses, and that Bill is in effect now, which she is working on for a full analysis of the impacts. She will bring back to the Board at the next meeting. She is available to answer questions the Board may have on the Land Development Code Amendments as well. We want to be prepared at the meeting to give you the answers that you need. The Board stated that there was no need to re-print the LDC materials for the next meeting.

ADJOURNMENT

Having no further business, the meeting adjourned at 8:40 PM.

File Number: 2026-0162

Title:

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

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Maya Athanas/407-665-7388

Background:

SB 180: Due to the nature of SB 180, staff and the County Attorney's Office have reviewed the proposed amendments to ensure they do not create regulations that are more restrictive or burdensome than existing requirements. Additionally, certain updates that had been discussed during previous work sessions have been removed from the amendment to avoid potential conflicts with SB 180.

Background: In January 2024, completed a comprehensive reorganization of Chapter 30- Zoning of the Seminole County Land Development Code (LDC). The proposed amendments included in this ordinance address items that were identified too late to be incorporated into the 2024 update, as well as the following categories:

- Housing needs

- Application & variance trends
- Updates required by the Comprehensive Plan
- Streamlining of processes
- General updates to references and clarification
- Compliance with state regulations

Much of the content within this amendment has been previously presented and discussed during three BCC work sessions (see the summary below). A more detailed outline of the proposed amendment is provided in the attached “Summary of Changes”. The following section provides a high-level overview of the amendments organized by category.

Updates related to housing needs

Affordable housing: Planning and Development staff worked with a consultant to conduct a study on the affordable housing needs within the County. The purpose of the study was to guide staff in updating the affordable housing density bonus program. The results were presented to the Board of County Commissioners at a work session in May 2025, and staff was directed to design the program to incentivize home ownership opportunities.

In summary, the density bonus program incentivizes the inclusion of a portion of housing units within a traditional development to be sold or rented to households meeting low or very low-income thresholds. For example, for each very low-income unit provided, the developer may build two additional units at market rate. However, in no circumstance shall the development exceed the allowable density for the Future Land Use designation. For example, in Low Density Residential, a development is allowed to have seven dwelling units per net buildable acre when using this program.

Planning staff worked with Community Services to address how the program would be managed after adoption. The program was presented to the Developers Advisory Board (DAB) in February 2026, and received positive feedback that it offered feasible densities for market-rate developers to consider use of the program. Attached is the letter of support from the DAB.

Lot sizes in single-family zoning districts: Staff and the consultant also analyzed the feasibility of developments in single-family zoning districts to achieve a density of four dwelling units per net buildable acre, which is the maximum allowed density in the Low Density Residential Future Land Use designation. The minimum lot sizes and width in these zoning districts do not typically result in achieving the four units per net buildable

acre. Thus, Seminole County has experienced high volumes of requests for Planned Development (PD) approval to achieve the density. Attached is consultant's (Kimley Horn) memo with the results of this analysis.

As a result of this analysis and in an effort to streamline the development process for single-family zoning districts and preserve PD approvals for unique projects and circumstances, staff recommends establishing alternative design standards for subdivisions. The alternative design standards would allow smaller lot sizes in exchange for providing 20% open space within the project, resulting in increased allowable density and higher quality residential developments. This concept was presented during the September 2025 BCC work session, and the language provided during the session has been included in the proposed ordinance as directed by the Board. To effectively implement the Alternative Design Standards proposed lot widths, staff is also proposing the reduction of certain side and rear setback requirements within select zoning districts. While these setbacks modifications were not specifically presented during the work session, they are necessary to ensure the standards function as intended. In addition, the revises setbacks are expected to reduce the number of setback variances requests. The proposed setback standards are provided on page 85 of the ordinance.

Updates related to application & variance trends

Variances trends for accessory structures in residential: Common variances submitted to the County include requests for increases in accessory structure height and accessory dwelling unit size. This amendment proposes to allow accessory structures to exceed the height of the principal home but no higher than the maximum building height in the zoning district (typically 35'). Further, the amendment increases the maximum accessory dwelling unit size from 35% to 50% of the principal dwelling unit, and from 1000 sq ft to 1100 sq feet in residential zoning and 1600 sq ft in agricultural zoning.

Other applications: Updates reflecting current application trends include the removal of separation requirements between alcoholic beverage establishments and churches, residential properties, as well as a reduction in the required separation from schools, consistent with state statute. These changes respond to the limited availability of commercial space and the common proximity of such establishments to other uses within shopping plazas. This update is expected to reduce the number of Special Exception requests brought before the Board.

Additionally, amendments are proposed to reduce the number of boat docks requiring BCC approval and to allow for administrative approval of plats.

Updates required by the Comprehensive Plan

Policy FLU 4.2.3 Urban Centers and Corridors Overlay of the Comprehensive Plan requires the adoption of a map identifying the subareas of the Overlay within the LDC. This update is limited to the creation of a map for illustrative purposes only. The density and intensity bonuses established by Policy FLU 4.2.3 remain the same. The Overlay is divided into two subareas: the Core Area and the Remainder Area. The Core Area consists of the portions of the Overlay located within the Core Mobility Fee Area. The Remainder Area includes all portions of the Overlay not within the Core Mobility Fee Area.

This amendment includes a listing of the permitted uses for the HIP-Airport and HIP-Target Industry Future Land Use Designations. As the LDC does not clearly identify permitted uses for HIP-Airport, this update is necessary to provide clarification. Staff reviewed the previous Joint Planning Agreement with the City of Sanford for “airport compatible uses,” and coordinated with both the City and the Orlando Sanford International Airport to develop the proposed use list. The amendment also retains flexibility by allowing similar uses to be approved through a determination by the Planning Manager, consistent with Section 30.5.1.2 (Interpretation of Permitted Uses Table).

Uses for HIP-Target Industry were moved from the exhibits of the Comprehensive Plan into the LDC.

Updates related to streamlining of processes

Additional amendments are proposed to streamline processes, including but not limited to removing fence permit requirements in certain instances and removing the development plan requirement for rezoning requests in the R-3, R-3A, and R-4 zoning districts.

General updates to references and clarification

This amendment includes updates to references, section numbers, title and terminology, as well as reorganization of sections to improve clarity and usability.

Sections that were significantly reorganized to enhance user-friendliness or simplify requirements include Planned Developments (30.8.5), Open Space (30.14.2) and Buffering (30.14.3). Additionally, revisions to the sign regulations (Ch 30, Part 13) introduce new sign types that are not currently permitted, such as wayfinding, blade, and awning signs.

Updates for compliance with state regulations

Language has been updated to be consistent with state regulations regarding community residential homes, and home-based businesses. Finally, updates are proposed to allow administrative approval of plats rather than by the BCC.

Planning and Zoning Commission: This item was presented at the April 1, 2026 Planning and Zoning meeting but was continued to the May 6, 2026 meeting to allow the board members additional time to review. Planning and Development Staff provided briefings with the board members who desired briefings prior to the May meeting, where there was a unanimous vote to recommend the Board of County Commissions approve the ordinance amending the Land Development Code.

Summary of previous work sessions: The majority of the content in this amendment was presented at three previous BCC work sessions. Presentations from those sessions are included as attachments.

Summary of topics discussed at the work sessions are as follows:

February 11, 2025 (presented by consultant):

- Fence permitting requirements
- I-4 Signage Updates
- General sign code updates
- PD approval process
- Urban Centers and Corridors Overlay

May 13, 2025 (presented by consultant):

- Affordable housing density bonus program
- Zoning districts within LDR
- Small Lot Mixed-Use Zoning District
- Open space standards
- Buffer standards
- Walls and fences for commercial development and subdivisions

September 9, 2025 (presented by staff):

- Lot sizes in Low-Density Residential
- Definitions

- Administrative approval of plats
- Accessory structures and accessory dwelling units
- Separation requirements for alcoholic beverage establishments
- Uses permitted for live-work units
- Missing Middle Zoning development plan requirements
- Greater benefit criteria for planned developments *(follow up from February 11, 2025)*
- Permitted uses for HIP-Airport properties
- Affordable housing density bonus program *(follow up from May 13, 2025)*
- Urban Centers and Corridors Overlay map *(follow up from February 11, 2025)*
- Open space and landscape buffering
- Removal of fence permit requirement for typical fencing in single and two-family properties *(follow up from February 11, 2025)*
- Alternative design standards for subdivisions *(follow up from May 13, 2025)*
- Streamlining boat dock approval process

Requested Action:

Staff requests the Board approve the first reading of the Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code.

LDC Summary of Changes

#	Subject and purpose	Old text/ location	New text/ location
1.		**Chapter 2.- DEFINITIONS**	
2.	New definition.		***Architecturally compatible:*** The aesthetic similarity between structures, in terms of design elements such as, color, façade appearance, roofing material, or decorative features.
3.	Definition revised only to add graphic example.	***Cluster subdivision:*** A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes.	***Cluster subdivision:*** A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes. The example below shows a traditional subdivision on the left, and a cluster subdivision on the right (Randall Arendt, *Conservation Design for Subdivisions*, 1996).

#	Subject and purpose	Old text/ location	New text/ location
4.	Definition deleted.		~~***Community residential homes:*** As defined in section 419.001(1)(a), Florida Statutes (2001), as this statute may be amended from time to time.~~
5.	Revised definition to match Florida Statute definition.	***Dwelling unit, accessory:*** A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit, or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal	***Dwelling unit, accessory:*** An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit (Florida Statutes Section 163.3177). ~~A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory~~

#	Subject and purpose	Old text/ location	New text/ location
		dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.	~~dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.~~
6.	New definition		***Florida Water Star:*** A certification program for homes and commercial buildings that use less water in landscapes, irrigation systems and indoors.
7.	Revised definition	***Live-work unit:*** See Missing Middle Standards.	***Live-work unit:*** ~~See Missing Middle Standards.~~ A dwelling unit which includes a nonresidential use that is operated by the occupant and is consistent with the definition in the Florida Building Code for the same.
8.	New definition		***Living Area:*** The total sum of square footage within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.
9.	Revised definition	***Lot, double-frontage:*** A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets, or ingress-egress easement. Lots having frontage on a natural water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots. A lot adjacent to an alley shall not be a double-frontage lot.	***Lot, double-frontage:*** A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets~~, or ingress-egress easement~~. ~~Lots having frontage on a natural water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots.~~ A lot adjacent to an alley shall not be a double-frontage lot.
10.	Revised definition		***Multi-family:*** Residential development including apartment dwellings, ~~dormitories,~~ and rooming apartments.
11.	Revised definition		***Nominal roof overhang:*** The part of the roof or wall that extends beyond a lower wall. For purposes of applying to property setbacks, the distance of a roof overhang into a property setback shall not exceed ~~eighteen (18)~~ twenty-four (24) inches.
12.	Revised definition to clarify definitions of different sign types.	***Signs:*** Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components,	***Signs:*** Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components, each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs:

#	Subject and purpose	Old text/ location	New text/ location
		each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs: (a) ***Construction sign:*** Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed. (b) ***Directory sign:*** A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site. (c) ***Freestanding sign:*** Any mobile or portable sign or sign structure not securely attached to the ground or to any other structure. This definition shall not include trailer signs. (d) ***Ground and/or pole sign:*** Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. (e) ***Inflatable advertisement:*** Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure. (f) ***Motor vehicle sign:*** A sign or advertising display mounted or painted on a motor vehicle or truck trailer. (g) ***Outdoor advertising sign:*** Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. (h) ***Point-of-sale sign:*** Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold, manufactured or stored on the premises. Such signs shall be located on the premises to be advertised.	***(a)Awning Sign:*** a sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning. ***(b)Blade Sign***: a sign affixed to a building which projects in such a manner that both sides of the sign are visible. ***(c)Wall Sign:*** A sign that is affixed to or directly supported by a building or structure, designed to identify or advertise the occupant, business, service, or activity conducted within. ***(d)Canopy Sign***: a sign that is part of, or attached to, a canopy. ***(e)~~(a)~~Construction sign:*** Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed. ***(f)~~(b)~~Directory sign:*** A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site. ***(g)~~(c)~~Freestanding sign:*** Any ~~mobile or portable~~ sign or sign structure ~~not~~ securely attached to the ground~~ or to any other structure~~. This definition shall not include trailer signs. ***(h)~~(d)~~Ground and/or pole sign:*** Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. Ground and/or pole signs are a type of freestanding sign. ***(i)~~(e)~~Inflatable advertisement:*** Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure. ***(j)~~(f)~~Motor vehicle sign:*** A sign or advertising display mounted or painted on a motor vehicle or truck trailer. ***(k)~~(g)~~Outdoor advertising sign:*** Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. This definition includes billboards. ***~~(h)Point-of-sale sign:~~*** ~~Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold, manufactured or~~

#	Subject and purpose	Old text/ location	New text/ location
		(i) ***Real estate sign:*** Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed. (j) ***Snipe sign:*** Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way. (k) ***Subdivision sign:*** Any sign which indicates the name of a subdivision, planned unit development or residential/agriculture project, and which is located on the same property which is identified. (l) ***Trailer sign:*** Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or such a sign engineered as a free standing sign, transported to the site on a trailer, and used for advertising or promotional purposes.	~~stored on the premises. Such signs shall be located on the premises to be advertised.~~ ***(l)~~(i)~~Real estate sign:*** Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed. ***(m)Shopping Center Sign:*** A type of freestanding sign used to identify multiple businesses located within a single development. ***(n)~~(j)~~Snipe sign:*** Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way. ***(o)~~(k)~~Subdivision sign:*** Any sign which indicates the name of a subdivision, planned ~~unit~~ development or residential/agriculture project, and which is typically located onsite at an entrance to the project or development ~~on the same property which is identified~~. ***(p)~~(l)~~Trailer sign:*** Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or ~~such~~ a sign ~~engineered as a freestanding sign,~~ transported to the site on a trailer, and used for advertising or promotional purposes. ***(q)Wall Sign:*** a sign erected on the wall of a building, or a sign which is affixed to or painted on an exterior wall, subject to the maximum copy area requirements in Chapter 30 Part 13. ***(r)Wayfinding Sign***: A sign intended to provide directional information to help people more easily and safely locate their intended destination. ***(s)Window Sign:*** a sign graphic, or design which is painted, mounted, or otherwise displayed within 3 feet of a window in a manner to present a message to or attract attention of the public on adjoining streets, subject to the maximum area requirements in Chapter 30 Part 13. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall not be considered window signs.
13.		**Chapter 5 – ADMINISTRATION**	

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td>14.</td><td>Remove the administrative adjustment for ADUs since these are now allowed without the adjustment.</td><td>
Sec. 5.19. - Administrative adjustments.
<table>
<tr><th>Approval Type</th><th>Code Section(s)</th><th>Director</th><th>BCC**</th></tr>
<tr><td>Site Plan (including Special Exception Site Plans)</td><td>Chapter 30 Parts 14, 15, 18, 19, 32, 36, 38—42, 46—48, 60, 62, 63, 64, 70, 74</td><td>10%—15%*</td><td>20%</td></tr>
<tr><td>Planned Development/RP</td><td>See approved site plan/DO/DCA</td><td>10%—15%*</td><td>20%</td></tr>
<tr><td>Sign Permit</td><td>Sec. 30.1243(a)</td><td>10%</td><td>20%</td></tr>
<tr><td>Arbor Permit</td><td>Sec. 60.22(f)</td><td>10%—15%*</td><td></td></tr>
<tr><td>Accessory Dwelling Units</td><td>Sec. 30.1345(g)</td><td>10%***</td><td></td></tr>
</table>
Director: Development Services Department Director or designee.
BCC: Board of County Commissioners.
DO: Development Order.
DCA: Developer's Commitment Agreement.
*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.
**Maximum adjustment without public hearing.
***In no case shall an accessory dwelling unit exceed 1,100 square feet.
...
</td><td>
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<table>
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<tr><td>~~Planned Development/~~RP</td><td>See approved site plan/DO~~/DCA~~</td><td>~~10%—~~15%*</td><td>~~20%~~</td></tr>
<tr><td>Sign Permit</td><td>Sec. ~~30.1243(a)~~ 30.13.3</td><td>10%</td><td>~~20%~~</td></tr>
<tr><td>Arbor Permit</td><td>~~Sec. 60.22(f)~~ 60.9 (d)</td><td>~~10%—~~15%*</td><td></td></tr>
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*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.
~~**Maximum adjustment without public hearing.~~
~~***In no case shall an accessory dwelling unit exceed 1,100 square feet.~~
...
(c) Review Procedure. The ~~Economic & Community~~ Development Services Director, or designee, shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may
</td></tr>
</table>

#	Subject and purpose	Old text/ location	New text/ location
		(c) Review Procedure. The Economic & Community Development Services Director shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc. (d) Review Criteria. All administrative adjustments shall meet the following criteria: (1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code. (2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district and/or activities inconsistent with the Comprehensive Plan. **...**	refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc. (d) Review Criteria. All administrative adjustments shall meet the following criteria: (1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code. (2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district, development order, developer's commitment agreement and/or activities inconsistent with the Comprehensive Plan. ...
15.		**Sec. 5.20. - Engineering manuals.** (a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.	**Sec. 5.20. - Engineering manuals.** (a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (b) The Utilities ~~Environmental Services~~ Department is authorized and directed to establish and maintain the Seminole County, Florida ~~Environmental Services~~ Utilities Engineering Manual, which contains the technical requirements for the

#	Subject and purpose	Old text/ location	New text/ location
		(b) The Environmental Services Department is authorized and directed to establish and maintain the Seminole County, Florida Environmental Services Utilities Engineering Manual, which contains the technical requirements for the matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Environmental Services Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (c) The Public Safety Department is authorized and directed to establish and maintain the Seminole County, Florida Public Safety Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Safety Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.	matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Utilities ~~Environmental Services~~ Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time. (c) The Fire ~~Public Safety~~ Department is authorized and directed to establish and maintain the Seminole County, Florida Fire Department ~~Public Safety~~ Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Fire Chief ~~Public Safety Director~~ or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.
16.		**Chapter 20 - DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS**	
17.	New section.		Sec. 20.13.- Enforcement Violation of a development order, or any condition contained therein, will be enforced through the County's code enforcement process in Chapter 53, Seminole County Code.
18.		**CHAPTER 30- ZONING REGULATIONS**	

#	Subject and purpose	Old text/ location	New text/ location
19.		**PART 2. – ESTABLISHMENT OF DISTRICTS**	
20.	Revise requirement to allow more residential homes to be built on antiquated existing platted lot.	30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met: a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and b. The subject parcel is in the urban area; and c. Fifty (50) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and ***	30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met: a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and b. The subject parcel is in the urban area; and c. ~~Fifty (50)~~ Ten (10) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and ***
21.		**PART 3. – ADMINISTRATION**	
22.	Updated division name.	30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the current planning office; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.	30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the ~~current planning office;~~ Planning and Development Division; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.

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23.	Correct numbering. Refresh language. Refresh language.	30.3.1.5 Special exceptions. (a)(6)(b) (a)The Planning and Zoning Commission shall hold a public hearing or hearing to consider a proposed special exception and submit in writing its recommendations on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested: ... b. If located in OP: i. Is consistent with the general zoning category and plan of the OP Office District. i. Is compatible with the concept of low intensity of land usage and site coverage. iii. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services. iv. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading. ... (b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners may prescribe appropriate conditions and safeguards. Violation	30.3.1.5 Special exceptions. (a)(6)(b) (a) The Planning and Zoning Commission shall hold a public hearing ~~or hearing~~ to consider a proposed special exception, and submit in writing its recommendation~~s~~ to approve, approve with conditions or deny the special exception request ~~on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards~~ to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested: ... b. If located in OP: i. Is consistent with the general zoning category and plan of the OP Office District. ii. Is compatible with the concept of low intensity of land usage and site coverage. iii. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services. iv. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading. ... (b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners ~~may prescribe~~ require appropriate conditions and safeguards. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may ~~prescribe~~ require, a reasonable time limit within

#	Subject and purpose	Old text/ location	New text/ location
		of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may prescribe a reasonable time limit within which the action for which the special exception is required shall be begun or completed, or both.	which the action for which the special exception is required shall be begun or completed, or both.
24.	New section		30.3.1.6 Conventional Rezonings. (a) The Planning and Zoning Commission shall hold a public hearing to consider a request for conventional rezoning pursuant to the criteria below, and submit its recommendation of denial or approval, in writing, to the Board of County Commissioners for official action. After review of the application request and public hearing, the Board of County Commissioners may approve the request for rezoning; provided that the Board determines the request: (1) Complies and is consistent with the County's comprehensive plan; (2) Meets this Code and other applicable County regulations; (3) Is compatible with existing and planned uses in the surrounding area; (4) Will provide access sufficient to support the proposed development intensity and the provision of public services; (5) The expected impacts on transportation facilities will be addressed by existing County regulations; (6) Will not adversely affect environmentally critical or sensitive areas and natural resources; and (7) Has access to and will be served by an adequate level of public services such as sewer, water, police, fire, schools and related services: and. (8) Provides a benefit to the community by meeting Goals and Policies within the Comprehensive Plan. (b) Application for conventional rezoning request. An applicant for a rezoning shall file with the Planning & Development Division a written

#	Subject and purpose	Old text/ location	New text/ location
			application addressing the above criteria, accompanied by payment of the appropriate fees, and a survey of the property completed within two years of the date of submission for application. (c) Community Meeting. An applicant for a rezoning shall hold a Community Meeting prior to the public hearing in accordance with Section 30.3.5 of the Land Development Code.
25.		30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, Board, or bureau of the County affected by any decision of the Planning Manager under this Code. Such appeal shall be taken within thirty (30) days after such decision is made by filing with the Planning Manager a notice of appeal specifying the grounds thereof. The appeal shall be in such form which provides a notice of the decision appealed and a discussion of the alleged error in the decision. The Planning Manager shall, upon notification of the filing of the appeal, forthwith, transmit to the Board of Adjustment all the documents, plans, papers, or other materials constituting the record upon which the action appealed from was taken.	30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be ~~taken~~ brought by any person aggrieved ~~or by any officer, Board, or bureau of the County affected~~ by any decision of the Planning Manager under this Code. Such appeal shall be ~~taken~~ submitted within thirty (30) days ~~after such~~ of the Planning Manager's decision ~~is made~~ by filing ~~with the Planning Manager~~ a written notice of appeal with the Planning Manager specifying the grounds and reasons for appeal ~~thereof~~. The appeal shall also ~~be in such form which provides a notice of the~~ include a copy of the decision being appealed and a discussion of the alleged error in the decision. The Planning Manager shall~~, upon notification of the filing of the appeal, forthwith,~~ transmit to the Board of Adjustment the notice of appeal and all documents, plans, papers, or other materials constituting the record of the Planning Manager's decision, and have the appeal set for hearing before the Board of Adjustment ~~upon which the action appealed from was taken~~.
26.		30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney. For procedural purposes, an application for a special exception and an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.	30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for ~~the~~ hearing ~~of~~ the appeal, give public notice thereof, as well as ~~due~~ notice to the parties in interest, and decide ~~same~~ the appeal within a reasonable time. ~~Upon~~ During the hearing, any party may appear in person or by agent or by attorney. For procedural purposes, ~~an application for a special exception and~~ an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.
27.		30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, may, within fifteen (15) days after the filing of any decision in the office of the	30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, may, within fifteen (15) days after ~~the filing of any decision in the office of the Planning Division~~ rendition of the Board of Adjustment's decision, but not thereafter,

#	Subject and purpose	Old text/ location	New text/ location
		Planning Division, but not thereafter, apply to the Board of County Commissioners for relief. The appeal before the Board of County Commissioners shall be de novo. The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.	~~apply~~ may submit a written notice of appeal to the Board of County Commissioners for relief. The notice of appeal must be submitted to the Planning and Development Division and include a copy of the Board of Adjustment Decision, state the grounds and reasons for appeal, and a discussion of the alleged error in the decision. The Planning and Development Division will set the time and date of the hearing before the Board of County Commissioners and provide notice to the parties in interest. The appeal before the Board of County Commissioners shall be de novo. ~~The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.~~ Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board of County Commissioners with the Clerk to the Board. Upon the Board making a ruling relative to the appeal, any applicable development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.
28.		30.3.3.6 An appeal to the Board of County Commissioners shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the	30.3.3.6 Stay. An appeal to the Board of County Commissioners shall stay all further proceedings in ~~furtherance of~~ the action appealed from, unless the Board of County Commissioners determines, after considering evidence and testimony presented by County staff and the appellant, that the stay would cause imminent peril to lives or property. ~~the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any~~

#	Subject and purpose	Old text/ location	New text/ location
		Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.	~~development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.~~
29.	Revised section title. Clarified language applies to nonsocnformi ng uses only.	**Sec. 30.3.10. - Nonconforming uses.** ... (d)A nonconforming building or structure, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.	**Sec. 30.3.10. -** ~~**Nonconforming uses.**~~ **Nonconformities.** ... (d)A ~~nonconforming~~ building or structure operating a nonconforming use, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.
30.	Revised section title. (Updated for clarification- no change to process)	30.3.10.2 Nonconforming mobile homes in Agricultural Zones.	30.3.10.2 Nonconforming mobile homes and lot sizes in Agricultural Zones.
31.		30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1. (a) All mobile or manufactured homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming use in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy. (b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code.	30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1. (a) All mobile ~~or manufactured~~ homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming ~~use~~ structure in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy. (b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code. (c) Existing mobile or manufactured homes may be replaced with a manufactured home ~~of not greater than two (2) times the original floor area~~ without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such

#	Subject and purpose	Old text/ location	New text/ location
		(c) Existing mobile or manufactured homes may be replaced with a manufactured home of not greater than two (2) times the original floor area without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception. (d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4. 30.3.10.4 Non-conforming lots. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat.	home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception. (d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4. 30.3.10.4 Non-conforming lots and parcels. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat. When a residential unit on a nonconforming parcel that is zoned for residential or agriculture, is destroyed by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure, the principal unit may be reconstructed. The reconstructed unit must conform to the setbacks required by the underlying zoning district or receive a variance.
32.	New section		**Sec. 30.3.13. – Nonconformance due to government taking or voluntary dedication.** In any zoning district, should a governmental agency obtain a portion of a conforming lot for a public purpose, either through eminent domain proceedings or voluntary conveyance, and a nonconforming lot results, the Development Services Director shall have the authority to waive any, in whole or in part, requirements outlined herein for said lot with respect to minimum lot width, minimum lot area and minimum building setbacks, parking requirements, landscape and buffering, provided all other requirements of this Code are met.
33.		**PART 4. - ZONING DISTRICT STANDARDS**	
34.		**Sec. 30.4.8. - R-3 and R-3A Multiple-Family Dwelling Districts.**	**Sec. 30.4.8. - R-3 and R-3A Multiple-Family Dwelling Districts.**

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for the development plan. This is reviewed at time of site plan. The accessory uses have been relocated to 30.6.1.1	*** 30.4.8.2 Density regulations. (a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed: (1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or (2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District. 30.4.8.3R3, R3-A - General Provisions and Exceptions. (a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval. (b) Accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use. (c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty	*** 30.4.8.2 Density regulations. (a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed: (1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or (2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District. 30.4.8.3 R-3, R3-A - General Provisions and Exceptions ~~(a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval.~~ ~~(b)~~(a) Accessory uses ~~may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.~~ shall be permitted in accordance with the Additional Use Standards of Part 6. ~~(c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager.~~

#	Subject and purpose	Old text/ location	New text/ location
		and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager. (d) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space. (e) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex. (f) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, , and landscaping. (g) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits. (h) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.	~~(d)~~(b) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space. ~~(e)~~(c) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex. ~~(f)~~(d) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, any accessory uses located on-site, and landscaping. ~~(g)~~(e) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits. ~~(h)~~(f) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.
35.		**Sec. 30.4.9. - R-4 Multiple-Family Dwelling District.** 30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story	**Sec. 30.4.9. - R-4 Multiple-Family Dwelling District.** 30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for the development plan. This is reviewed at time of site plan. Reference accessory uses in 30.6.1.1	apartments and certain uses which are quasi-residential in character. 30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule: ***(Note: See ordinance for table. No changes to table.)*** 30.4.9.3 General provisions and exceptions. (a)Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval(b)Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit.(c)If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way.	multiple-story apartments and certain uses which are quasi-residential in character. 30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule: ***(Note: See ordinance for table. No changes to table.)*** 30.4.9.3 General provisions and exceptions. (a) ~~Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval~~ Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6. (b) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit. (c) If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way.
36.	Add reference to accessory uses.	**Sec. 30.4.14. - OP Office District.** 30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic	**Sec. 30.4.14. - OP Office District.** 30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The District is most generally located on arterial or collector roadways. Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

#	Subject and purpose	Old text/ location	New text/ location
		movement. The District is most generally located on arterial or collector roadways.	
37.		**PART 5. - PERMITTED USES BY ZONING DISTRICT**	
38.	Updated reference to section number	30.5.1.2 Interpretation of Permitted Uses Table. ... (h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section 30.3.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board	30.5.1.2 Interpretation of Permitted Uses Table. ... (h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section ~~30.3.3.1.5~~ 30.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board
39.		**Sec. 30.5.2. - Permitted use table and footnotes.** ***Note: Please see the ordinance for this table.***	**Sec. 30.5.2. - Permitted use table and footnotes.** ***Note: Please see the ordinance for this table.***
40.		**PART 6. - ADDITIONAL USE STANDARDS**	
41.	Corrected lettering order.	**Sec. 30.6.1. - Accessory buildings and uses.** 30.6.1.1 Accessory uses in office and multiple-family residential uses. (a) Accessory uses, when permitted, are intended to complement any permitted uses. (b) Accessory uses shall include, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. (1) OP Office District (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts (c) Location. Accessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings.	**Sec. 30.6.1. - Accessory buildings and uses.** 30.6.1.1 Accessory uses in office and multiple-family residential uses. (a) Accessory uses, when permitted, are intended to complement any permitted uses. (b) Accessory uses may ~~shall~~ include~~, but not be limited to~~: ~~Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary.~~ (1) OP Office District: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. Any uses like or similar uses must be approved by the Planning and Development Division Manager. (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts: Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs. However, such uses shall be limited to complexes of one hundred (100)

#	Subject and purpose	Old text/ location	New text/ location
		(d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building. (e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use. (e) Accessory uses as described above are permitted in the following zones: (1) OP Office District (2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts (f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.	or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed, unless otherwise approved by the Planning and Development Division Manager. Any uses like or similar uses must be approved by the Planning and Development Division Manager. (c) Location. In office developments, a~~A~~ccessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings. In multiple-family developments, accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use. (d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building. (e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use. ~~(e) Accessory uses as described above are permitted in the following zones:~~ ~~(1) OP Office District~~ ~~(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts~~ (f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.
42.	Added exemption for accessory structures that are architecturally consistent to exceed fifty (50) percent of the living area of the principal building on A-1	**30.6.1.2. Accessory buildings and uses in residential areas.** (a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building. (b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory. (c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.	**30.6.1.2. Accessory buildings and uses in residential areas.** (a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building. (b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory. (c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted. (d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and

#	Subject and purpose	Old text/ location	New text/ location
	properties that exceed 3 acres of total area. Allow accessory structures that are architecturally consistent to be maximum height allowed in zoning district.	(d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel. (e) Accessory buildings shall not exceed the principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building This provision does not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district. (f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.	under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel. (e) Accessory buildings shall not exceed the height limitations of the underlying zoning district. ~~principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable.~~ When the height of an accessory structure exceeds the height of the principal structure, the structures shall be architecturally compatible. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. ~~This provision does~~ These provisions do not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts, or properties zoned A-1 that exceed three (3) acres in total area and the accessory structure is architecturally compatible. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district. (f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.
43.		**30.6.1.3 Accessory Dwelling Units.** (a) Accessory Dwelling Units Generally.	**30.6.1.3 Accessory Dwelling Units.** (a) Accessory Dwelling Units Generally.

#	Subject and purpose	Old text/ location	New text/ location
	Removed requirement that structures converted into ADUs be at least two hundred eighty-five (285) percent of the size of the original unit. Removed reference to 5.19 (administrative adustments) since maximum	(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons. (2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days. (3) An existing home may be utilized as an ADU upon construction of an additional unit at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet. (4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or	(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons. (2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days notwithstanding section 509.032(7)(b), Florida Statutes. (3) An existing home may be utilized as an ADU upon construction of an additional unit as long as the converted structure meets the size criteria of this section. ~~at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.~~ (4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations. (5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and

#	Subject and purpose	Old text/ location	New text/ location
	allowed ADU size is increasing to the previously allowed size through the adjustment. Removed restriction for ADU parking in rear of property. Increased maximum allowed ADU size in R districts from 1000 sq ft to 1100 sq ft. Increased maximum allowed ADU size in A-3, A-5, A-10 from 1000 sq ft to 1600 sq ft. Increased maximum ADU size in all districts from	enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations. (5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity Planned Development (HIP) future land use designations. (6) The Board of Adjustment shall not consider variances related to ADU size, or minimum area and width of any lot where an ADU is proposed. (7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area, or to the rear of the unit. (8) Impact Fees. a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed restrictions or other agreements as	Higher Intensity Planned Development (HIP) future land use designations. (6) An accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,100 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel. Within the A-3, A-5, and A-10 zoning Districts, and properties zoned A-1 that exceed three (3) acres in total area, the accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,600 square feet, whichever is less. Regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet in all zoning districts that allow accessory dwelling units. ~~The Board of Adjustment shall not consider variances~~ Variances related to ADU size, or minimum area and width of any lot where an ADU is proposed are not permitted. (7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area~~, or to the rear of the unit~~. (8) Impact Fees. a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes. b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the

#	Subject and purpose	Old text/ location	New text/ location
	35% of the gross floor area to 50% of the living area of the principal dwelling unit. Allow all ADUs in all districts were permitted to be 700 sq ft, regardless of principal dwelling unit size.	necessary to ensure that the ADU is used for affordable housing purposes. b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule. (b) Accessory Dwelling Units in A-3, A-5, and A-10. (1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements: a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot; b. Except as provided in Section 5.19(b), total floor area of the accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the main residence; or one thousand (1,000) square feet, whichever is less; i. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home. ii. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the	ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule. (b) Accessory Dwelling Units in A-3, A-5, and A-10. (1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements: a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot; b. ~~Except as provided in Section 5.19(b), t~~Total floor area of the accessory dwelling unit shall not exceed ~~thirty-five (35)~~ fifty (50) percent of the ~~gross floor~~ living area of the main residence; or ~~one thousand (1,000)~~ 1,600 square feet square feet, whichever is less; regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square. i. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home. ii. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility. c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line. (c) Accessory Dwelling Units in Other Districts. (1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval

#	Subject and purpose	Old text/ location	New text/ location
		National Flood Insurance Program, to ensure neighborhood compatibility. c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line. (c) Accessory Dwelling Units in Other Districts. (1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width. (2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable: a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows	by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width. (2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable: a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU. b. Building elevations shall be provided for review prior to issuance of permits. ~~(3)~~(d) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits: **Zoning District** | **Maximum Impervious Coverage*** RC-1, A-1 | 30% R-1BB | 65% R-1B | 60% R-1 | 50%

#	Subject and purpose	Old text/ location	New text/ location
		may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU. b. Building elevations shall be provided for review prior to issuance of permits. (3) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits: **Zoning District** / **Maximum Impervious Coverage*** RC-1, A-1 — 30% R-1BB — 65% R-1B — 60% R-1 — 50% R-1A — 40% R-1AA — 40% R-1AAA — 40% R-1AAAA — 30% PD — **	R-1A — 40% R-1AA — 40% R-1AAA — 40% R-1AAAA — 30% PD — ** *The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments). **The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.

#	Subject and purpose	Old text/ location	New text/ location
		*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments). **The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.	
44.	Clarified what is considered an "entrance" when measuring the distance between the entrance of an alcoholic beverage establishment and a school. Removed separation requirements from alcoholic beverage establishment to houses of worship, like establishments, and residential properties.	**Sec. 30.6.6. - Alcoholic beverage establishments** 30.6.6.1 Approvals on state alcoholic beverage licenses. (a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the planning office which form shall, at a minimum, describe the uses which will occur on the property. (b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property. 30.6.6.2 Performance standards. (a) Definitions. For the purpose of this Section, the following definitions shall apply: (1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an	**Sec. 30.6.6. - Alcoholic beverage establishments** 30.6.6.1 Approvals on state alcoholic beverage licenses. (a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the ~~planning office~~ Planning and Development Division, which form shall, at a minimum, describe the uses which will occur on the property. (b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property. 30.6.6.2 Performance standards. (a) Definitions. For the purpose of this Section, the following definitions shall apply: (1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an establishment is a bona fide restaurant shall be made by the Planning Manager. (2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a

#	Subject and purpose	Old text/ location	New text/ location
	Decreased the separation requirement between alcoholic beverage establishments and schools from 1000 feet to 500 feet, to be consistent with state statutes. Revised the method of calculating measurement from lot line to actual entrance of the building. Removed buffering requirement for alcoholic	establishment is a bona fide restaurant shall be made by the Planning Manager. (2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental. (b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within one thousand (1,000) feet of a church or school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use. (c) Landscaping and buffer requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under Section 30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.	bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental. (b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within ~~one thousand (1,000)~~ five hundred (500) feet of a ~~church or~~ school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use. (c) Landscaping and buffering shall be consistent with ~~requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under~~ Section 30.14.5 ~~30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.~~ (d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain a five hundred (500) foot separation from the nearest entrance of any public, private or parochial school. The five (500) foot separation shall be measured from the entrance of the alcoholic beverage establishment to the nearest entrance of the school. The entrance is considered to be any point of access to the building intended for use by the public, customers, students or visitors. ~~the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments:~~ ~~(1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship.~~

#	Subject and purpose	Old text/ location	New text/ location
	beverage establishment. They will still adhere to standard requirements in Ch 30 part 14.	(d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments: (1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship. (2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school. (3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions: a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation. b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.	~~(2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school.~~ ~~(3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions:~~ ~~a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation.~~ ~~b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.~~ ~~(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.~~

#	Subject and purpose	Old text/ location	New text/ location
		(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.	
45.		**Sec. 30.6.7. - Communication antennas/towers.** **..** 30.6.7.3 Performance standards. (b) Minimum Separation From Off-Site Uses/Designated Areas. (1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below. (2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided. (3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (4) Separation distances may be decreased or increased by the Board of Adjustment in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented	**Sec. 30.6.7. - Communication antennas/towers.** **...** 30.6.7.3 Performance standards. (b) Minimum Separation From Off-Site Uses/Designated Areas. (1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below. (2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided. (3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (4) Separation distances may be decreased ~~or increased~~ by the Board of ~~Adjustment~~ County Commissioners. The requirements to obtain a separation decrease are set forth in Table 1 below. ~~in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented demonstrating unique planning considerations and compatibility impacts.~~ ***Note: See Ordinance for*** **TABLE 1MINIMUM SEPARATION FROM OTHER USES** (c) Separation Distances Between Communication Towers.

#	Subject and purpose	Old text/ location	New text/ location
		demonstrating unique planning considerations and compatibility impacts. ***Note: See Ordinance for* TABLE 1MINIMUM SEPARATION FROM OTHER USES** (c) Separation Distances Between Communication Towers. (1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing. (2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower. (3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below: ***Note: See Ordinance for* TABLE 2 SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS** (4) A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings being made that the aesthetic impacts of the tower are enhanced, that compatibility with abutting property owners is maintained, and the approval of the tower would be consistent with and further the provisions of Section 30.6.7.1. The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a	(1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing. (2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower. (3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below: ***Note: See Ordinance for* TABLE 2 SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS** (4) Minimum separation distances between communication towers, as set forth in Table 2, may be decreased ~~A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted~~ when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings ~~being made~~ that the aesthetic impacts of the tower are ~~enhanced,~~ mitigated, that compatibility with abutting property owners is maintained, and the approval of the proposed tower ~~would be~~ is consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~

#	Subject and purpose	Old text/ location	New text/ location
		variance hereunder, but shall not be determinative as to whether the variance may be granted.	
46.		30.6.7.4 Design criteria. (a) Illumination. Communication towers shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA)	30.6.7.4 Design criteria. (a) Illumination. Communication towers shall not be artificially ~~lighted~~ lit except to ~~assure~~ ensure human safety or as required by the Federal Aviation Administration (FAA)
47.		30.6.7.5 Abandonment. ... the three hundred sixty (360) day period as set forth in this Section, the special exception and/or variance for the tower shall automatically expire. (d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, with the Planning Manager in favor of the County in an amount found by the Planning Manager to be reasonably necessary to remove the communication tower in the event of abandonment. The Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners. The contents of such bond shall include or the bond shall be accompanied by a contingent right of entry which runs with the land to authorize entry upon the property in the event that it is necessary to remove the abandoned tower.	30.6.7.5 Abandonment. ... (d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, ~~with the Planning Manager~~ in favor of the County in an amount, as estimated by the owner/operator's engineering consultant, ~~to found by the Planning Manager to be reasonably necessary~~ that includes all work necessary to remove the communication tower and return the site to the condition it existed prior to the placement of the communication tower on the site ~~in the event of abandonment~~. The County Engineer shall review the bond estimate provided by the owner/operator to determine whether or not the amount of the bond is sufficient to cover the work required and either approve or require the owner/operator to revise the estimate. ~~Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners.~~ The contents of such bond shall include, or the bond shall be accompanied by, a contingent right of entry in favor of the County ~~which~~ that runs with the land ~~to authorize~~ authorizing entry upon the property in the event that it is necessary to remove the abandoned tower.
48.		30.6.7.7 Collocation of communication tower antennas. (a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy	30.6.7.7 Collocation of communication tower antennas. (a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy the requirements of this Section and no special exception is required. If collocation requires utilization of real property for construction of ancillary facilities such as

#	Subject and purpose	Old text/ location	New text/ location
	Remove requirement for proposed collocations to be advertised in the newspaper.	the requirements of this Section and no special exception is required. (b) Procedure for administrative granting of special exceptions. If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection. (1) The Planning Manager, after consultation with the applicant, shall determine in conjunction with the Development Services Director, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section. (2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.	equipment rooms, which uses are expressly prohibited by existing special exceptions, then an amendment to the special exception shall be required. (b) Procedure for administrative granting of ~~special exceptions~~ collocation. ~~If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection.~~ (1) The Planning Division Manager, after consultation with the applicant, shall determine ~~in conjunction with the Development Services Director~~, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section. (2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning Division Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed. ~~cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.~~ (3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location.

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		(3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location. (4) If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed. (5) The Development Services Director shall issue a development order or denial development order consistent with the determination made under this Section. (c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower. (d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an	(4) ~~If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~ ~~(5)~~ The ~~Development Services Director~~ Planning Division Manager shall issue a development order or denial development order consistent with the determination made under this Section. (c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower. (d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations. (e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement for communication companies to file a 10-year master plan of existing and proposed communication towers. The County does not track these and is not the regulating body to do so.	additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations. (e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. (f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the	been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance. ~~(f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.~~

#	Subject and purpose	Old text/ location	New text/ location
		anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.	
49.		**Sec. 30.6.10. - Community residential homes, and assisted living facilities.** 30.6.10.1 Statement of intent. (a) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an	**Sec. 30.6.10. - Community residential homes~~,~~ ~~and~~ assisted living facilities~~.~~, and Certified Recovery Residences.** ~~30.6.10.1 Statement of intent.~~ ~~(c) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an impediment to the successful functioning of foster care and group home facilities.~~ ~~(d) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities.~~

#	Subject and purpose	Old text/ location	New text/ location
		impediment to the successful functioning of foster care and group home facilities. (b) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities. 30.6.10.2 Community residential homes may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern. 30.6.10.3 Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern. (a) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed	30.6.10.~~2~~21 Community residential homes ~~may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings: That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~ "Community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. (a) Community residential homes of **six or fewer residents** which otherwise meet the definition of a community residential home shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table. (b) Community residential homes with **seven (7) to fourteen (14)** unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in Florida Statutes 419.001. (c) Community residential homes with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception in single- and two-family residential districts as shown in Sec. 30.5.2. - Permitted use table, providing, in addition to all other required findings: 1. The proposed community residential home shall not located within a radius of 1,200 feet of another existing community residential home. All distance requirements in this section shall be measured from the nearest point of the existing home

#	Subject and purpose	Old text/ location	New text/ location
		structure (facility) is compatible with the neighborhood in its physical size. (b) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use. (c) A copy of the application to the appropriate State agency shall accompany the application for the special exception.	or area of single-family zoning to the nearest point of the proposed home. 2. In single- and two-family residential districts (including A-1 and RC-1), when the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size. 3. In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use. 30.6.10.~~3~~2 ~~Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings:~~ Assisted Living Facilities ~~(d) That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~ ~~(e) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size.~~ ~~(f) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.~~ ~~(g) A copy of the application to the appropriate State agency shall accompany the application for the special exception.~~ "Assisted living facility" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal

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			services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. Facilities with a licensed capacity of six or fewer persons shall comply with the provisions of chapter 419. (a) Assisted living facilities of **six or fewer residents** which otherwise meet the definition of an assisted living facility shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table. (b) Assisted living facilities with **seven (7) to fourteen (14)** unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in Florida Statutes 419.001(3). (c) Assisted living facilities with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings: 1. The proposed assisted living facility shall not located within a radius of 1,200 feet of another assisted living facility. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home. 2. In single- and two-family residential districts (including A-1 and RC-1), when the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size. 3. In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.
50.	Updated section number.	30.6.10.4 Certified recovery residences	30.6.10.~~4~~3 Certified recovery residences

#	Subject and purpose	Old text/ location	New text/ location
51.	This section is being removed due to conflict with State regulations on home based businesses.	**Sec. 30.6.12. - Home office.** A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office, signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.	**Sec. 30.6.12. - ~~Home office.~~ Reserved** ~~A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office, signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.~~
52.	Update to ensure vacation rentals are inspected by Seminole County Code Enforcement.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.3 Minimum vacation rental standards to be verified by self-certification through registration.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.3 Minimum vacation rental standards to be verified by ~~self-certification through registration~~ inspection performed by Seminole County Code Enforcement Division.
53.	Update contact information for Code Enforcement.	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.4 Violations procedure. (a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances. (b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx. ***	**Sec. 30.6.16. - Vacation rentals.** 30.6.16.4 Violations procedure. (a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances. (b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Division. ~~Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx.~~ ***

#	Subject and purpose	Old text/ location	New text/ location
54.	New section to address live-work units		**Sec. 30.6.20. – Live-work Units** (a) General Requirements. 1. Must be consistent with Florida Building Code as follows: I. The maximum total area of a live/work unit is 3,000 square feet; II. The nonresidential area shall be limited to 50 percent of the total area; III. The nonresidential function shall be limited to the first or main floor of the structure only;Not more than five (5) employees may occupy the nonresidential area at any one time; IV. Not more than five (5) employees may occupy the nonresidential area at any one time; 2. A live-work unit may be a detached structure, an attached structure, or a unit within a multi-unit structure; and 3. Access to each unit must be clearly separated from other live-work units. (b) Use Regulations. The non-residential component of the unit shall be limited to the uses permitted in the underlying zoning district, except for the following prohibited uses. 1. Adult entertainment activities/businesses; 2. Animal hospitals and clinics; 3. Automotive and other vehicle repair, services, painting, storage, or upholstery, or the repair of engines, including automobiles, boats, motorcycles, trucks, or recreational vehicles; 4. Boatmaking; 5. Mobile food vendors such as coffee carts, or tack trucks; 6. Gun and weapons sales; 7. Theaters 8. Uses which involve medical procedures; 9. Uses that require the handling of any hazardous (including biologically hazardous) or toxic, materials, substances or wastes, except for small, nonreportable or unregulated quantities that are used in woodworking, painting, or

#	Subject and purpose	Old text/ location	New text/ location
			photography, or in the making of jewelry, ceramics, pottery, and sculpture; 10. Uses that require explosives or highly combustible materials; 11. Welding, machine shop operations, or metal fabricating (except for artisan metal sculpture); and 12. Other uses that the director determines to be similar in character to those listed above.
55.		**PART 7. - DEVELOPMENT STANDARDS**	
56.	Language added to allow pool screen enclosure height to exceed height of home. Language already exists and is being relocated from the dimensional standards table.	30.7.2.4 Location of swimming pools and pool screen enclosures. (a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line.	30.7.2.4 Location of swimming pools and pool screen enclosures. (a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way. (c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line. (d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body. (e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6,

#	Subject and purpose	Old text/ location	New text/ location
		(d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body. (e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of the Public Works Department Engineering Manual.	Erosion and Sediment Control, of the Public Works Department Engineering Manual. (f) Pool screen enclosures may exceed the height of the principal structure, but be no taller than permitted by the applicable zoning district.
57.	Allow alley to count as part of rear yard setback, as previously allowed.	30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street.	30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street. Whenever a lot abuts upon an alley, one half (1/2) of the alley width may be considered as a portion of the required rear yard.
58.	New language		30.7.2.11 Easements. Any structures or fences, temporary or permanent, shall not impede the intended purpose of an easement. Any structures, fences, or objects placed in an easement that impedes the intended purpose of the easement shall be removed by the property owner at the expense of the property owner.
59.		**Sec. 30.7.3. - Dimensional Standards Table.** ***Note: Please see the ordinance for this table.***	**Sec. 30.7.3. - Dimensional Standards Table.** ***Note: Please see the ordinance for this table.***
60.		**PART 8. - SPECIAL ZONING DISTRICTS**	
61.		**Sec. 30.8.3. - MM Missing Middle District and Alternative Standards.** 30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies.	**Sec. 30.8.3. - MM Missing Middle District and Alternative Standards.** 30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies. 30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies:

#	Subject and purpose	Old text/ location	New text/ location
	Clarify duplex definitions. Update definition of "Townhouse" to be consistent with the definition in Chapter 2. Update definition of	30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies: (a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout. (b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court. (c) *Duplex—Side-by-Side:* A detached structure that consists of two (2) dwelling units arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house. (d) *Duplex—Stacked:* A detached structure that consists of two (2) dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex. (e) *Townhouse:* An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. (f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above. (g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.	(a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout. (b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court. (c) *Duplex—Side-by-Side:* A duplex with units~~detached structure that consists of two (2) dwelling units~~ arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house. (d) *Duplex—Stacked:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex. (e) *Townhouse:* ~~An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.~~ A single-family dwelling constructed as a part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between walls or roofs. (f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above. (g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house. (h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. (i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units. (j) *Live-Work Unit:* ~~An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential~~

#	Subject and purpose	Old text/ location	New text/ location
	"Live-Work Unit" to be consistent with the definition in Chapter 2.	(h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. (i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units. (j) *Live-Work:* An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential unit typically have separate street entrances.	~~unit typically have separate street entrances.~~ A dwelling unit which includes a nonresidential use that is operated by the tenant and is consistent with the definition in the Florida Building Code for the same.
62.	Language added to clarify at what point the development plan is required and what must be shown on the plan. Consistent with current practice.	30.8.3.3 Review of Development Proposals (a) Final Development Plan Required. Prior to subdivision or site plan approval, the applicant must submit a final development plan consistent with the development criteria and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee. (b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.	30.8.3.3 Review of Development Proposals (a) ~~Final Development~~ Conceptual Plan Required with application. At the time of application for rezoning to Missing Middle, ~~Prior to subdivision or site plan approval~~ the applicant must submit a ~~final development~~ conceptual plan consistent with the development criteria of Sec. 30.8.3. to illustrate the general configuration of the proposed project. ~~and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee.~~ The conceptual plan may include, at a minimum, the following components: (a) Overall Site Boundary and Orientation. Show property boundaries, major adjacent streets, and general orientation (north arrow and scale). (b) Typology or Mixture of Typologies. Indicate the general location, size, and relationship of proposed land use areas (e.g., residential, commercial, open space, recreation, or conservation). Each typology shall be labeled with: I. Proposed use category; II. Maximum development intensity or density (dwelling units per acre or FAR); and III. Approximate acreage.

#	Subject and purpose	Old text/ location	New text/ location
			(c) Access and Circulation Concept. Identify primary vehicular access points, internal circulation patterns, and general pedestrian or bicycle connections. Street names are not required, but overall connectivity should be demonstrated. (d) Open Space and Environmental Features. Show the general location and proportion of open space, greenways, parks, natural areas, or stormwater features intended to serve the development. (e) Transition and Compatibility Areas. Illustrate how the development will transition to adjacent land uses (e.g., the use of buffers, step-downs in density, or open space separations). (f) Phasing Concept. If the development is proposed to be developed in phases, show general phase boundaries and describe the order of development. (g) Context Relationship Diagram. Include a small inset map or diagram illustrating the project's relationship to surrounding zoning, major roads, and nearby public facilities or amenities. (h) A summary table identifying total acreage, typology mix, gross density, maximum building heights, and open space percentages. The conceptual plan is intended to demonstrate that the site can accommodate the Missing Middle design standards, but the overall plan may be adjusted at any time prior to development as long as the design requirements are still met. (b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.
63.	Update Table name. Add language to clarify non-residential uses permitted in	30.8.3.6 Allowable Typologies and Densities (a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District. **Table 8.3-A: Permitted Missing Housing Middle Types** ***Note: See Ordinance for table***	30.8.3.6 Allowable Typologies and Densities (a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District. **Table 8.3-A: Permitted Missing ~~Housing~~ Middle Housing Types** ***Note: See Ordinance for table*** *NOTE: The change in this table is to allow duplexes, triplexes and quadplexes in R-1 and R-1A in the Urban Centers and Corridor Overlay ONLY.*

#	Subject and purpose	Old text/ location	New text/ location
	underlying zoning is still permitted in MM projects. Add language to clarify that live-work units shall be calculated as commercial area.		(b) In addition to the uses and typologies described in Table 8.3-A, any other permitted use in the underlying zoning district is allowed within a Missing Middle Development or a Mixed-Housing Development. Other permitted uses may be horizontally or vertically integrated with any of the allowable typologies subject to meeting the site and building requirements of this Section. Live-work units are subject to the limitations of Sec. 30.6.20. (c) Where the Comprehensive Plan limits percentage of a property that can be residential, any lot or land area that is devoted to a mixed-use or live/work building or supporting parking areas shall be considered non-residential. Buildings must meet all Florida Building Code requirements associated with the designation.
64.	Removed prohibition of dead-end streets, cul-de-sacs and hammerheads .	30.8.3.7 Site Regulations: (a) Missing Middle typologies may be clustered or distributed throughout the project. (b) No single Missing Middle typology may exceed five (5) acres of developable land. (c) Development includes a connected street grid which is accomplished by meeting the following conditions: (1) No portion of the project may be gated. (2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces. (3) Sidewalks are required on both sides of every street. (4) Dead end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director	30.8.3.7 Site Regulations: (a) Missing Middle typologies may be clustered or distributed throughout the project. (b) No single Missing Middle typology may exceed five (5) acres of developable land. (c) Development includes a connected street grid which is accomplished by meeting the following conditions: (1) No portion of the project may be gated. (2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces. (3) Sidewalks are required on both sides of every street. (4) ~~Dead end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director when wetlands, water bodies, or infrastructure corridors prevent connections.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity . Dead end streets, hammerheads, and culs-de-sac

#	Subject and purpose	Old text/ location	New text/ location
		when wetlands, water bodies, or infrastructure corridors prevent connections. (5) The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties. (6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots. (7) Pedestrian or vehicular connections to existing commercial uses should be provided where feasible. (d) Restrictions near development boundaries: (1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone. (2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.	may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (5) ~~The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties.~~ ~~(6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots.~~ ~~(7)~~ Pedestrian or vehicular connections to existing commercial uses should be provided where feasible. (d) Restrictions near development boundaries: (1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone. (2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.
65.	Remove language allowing county to condition approvals based on State licensing.	**Sec. 30.8.5. - PD Planned Development.** **...** 30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development. (a) Accessory dwelling units within any single-family residential lots in a PD may be	**Sec. 30.8.5. - PD Planned Development.** **...** 30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. ~~Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development.~~ (a) Accessory dwelling units within any single-family residential lots in a PD may be administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3. (b) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Airport Future Land Use

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td></td><td>Clarify which uses are considered permitted in HIP-AP Future Land Use.</td><td>administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3.</td><td>Designation, the following uses shall be considered airport-supportive and permitted:
a. Commercial kennels
b. Fire stations
c. Hotels & motels (excluding Bed & breakfast)
d. Hospitals
e. Rental car facilities
f. Light commercial
g. Industrial trade schools
h. Flight schools
i. Light Industrial (See Sec. 30.5.3.)
j. Manufacturing, Light (See Sec. 30.5.3.)
k. Office uses (See Sec. 30.5.3.)
l. Restaurants (standard and drive-through)
(c) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Target Industry Land Use Designation, the following uses shall be considered permitted:
<table><tr><th>Category</th><th>Industries</th></tr><tr><td>Manufacturing</td><td>Plastics and Commercial Printing
Electronics/Mechanical Assembly
Auto Parts
Fasteners/Spacers
Construction Products
Food Processing
Machinery
Transport Aircraft
Maintenance and Modification
Aircraft Manufacturing
Aerospace equipment</td></tr></table></td></tr>
</table>

#	Subject and purpose	Old text/ location	New text/ location	
	Relocated the permitted in HIP-TI Future Land Use from the Comprehensive Plan to the LDC.		**Advanced Technologies**	Research & Development Space Technology Simulation & Training Laser Technology Robotics
			Technical and Research Services*	General Management Consulting Marketing Interior Design Graphic Design Services Human Resources and Executive Search Environmental Engineering and Consulting Precision Instruments Civil Engineering Surveying and Mapping Telecommunications Industrial Design Lasers and Photonics
			Distribution	Food Products Consumer Products Restaurant/Commissary Airline Services Aircargo/Mail Services Durable Goods Distribution Non Durable Goods Distribution

#	Subject and purpose	Old text/ location	New text/ location	
			Financial and Information Services*	Legal Services Architectural Services Publishers Associations CPA's Headquarters Insurance Banks Telemarketing Bureaus Financial Transactions Processing Public Relations Agencies Credit Bureaus Advertising Agencies Consumer Lending Title Companies Computer Software and Design
			Life Sciences*	Hospitals and Medical Education Diagnostic Imaging Centers Medical Laboratories Agriscience Facilities Outpatient Facilities Blood and Organ Banks Research Laboratories Nursing Care Facilities Veterinary Services Pharmaceuticals Manufacturing and Research
			Digital Media*	Motion Picture and Video Production Simulation and Training Teleproduction Graphic Design Computer Hardware/Software Design and Development Animation

#	Subject and purpose	Old text/ location	New text/ location
			Other — Long Stay Tourism; Hotels and Lodging; International Trade; Sports Associated Industries; Other basic businesses and industries with high annual average wages *SeminoleWAY Industry and Facility Analysis: Real Estate Research Consultants, Inc.; May 1, 2008
66.	Remove CPTED as greater benefit option since the County does not have any policies or standards for how to	30.8.5.3 Review criteria. (a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide. (b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following: (1) Natural resource preservation. (2) Crime Prevention (CPTED). (3) Neighborhood/community amenities. (4) Provision of affordable or workforce housing. (5) Reduction in vehicle miles traveled per household. (6) Transit-oriented development.	30.8.5.3 Review criteria. (a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide. (b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following: (1) Natural resource preservation. (2) ~~Crime Prevention (CPTED).~~ Undergrounding of all utilities within the development and, if feasible, at the property boundaries. (3) Neighborhood/community amenities. (4) Provision of affordable or workforce housing. (5) Reduction in vehicle miles traveled per household. (6) Transit-oriented development. (7) Provision of new multimodal connectivity. (8) Innovation in water or energy conservation such as use of Florida Water Star practices.

#	Subject and purpose	Old text/ location	New text/ location
	implement CPTED. Allow undergrounding of utilities, DarkSky practices, and Florida-Friendly landscaping as a greater benefit option for PDs. Remove repetitious language regarding electric vehicles. Clarify projects in an overlay are still required to meet overlay standards.	(7) Provision of new multimodal connectivity. (8) Innovation in water or energy conservation. (9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan. (c) In addition, any proposed development under the PD ordinance must address the following goals: (1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis. (2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles; transportation demand management; or permitting complementary uses. (d) The PD application shall include a narrative addressing the following: (1) How the proposed development addresses the goals of the Comprehensive Plan. (2) Why the proposed development cannot be achieved under an existing conventional or special zoning district. (3) How the proposed development provides an innovative approach to land development. (4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.	(9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan. (10) Demonstrate consistency with DarkSky International Five Principles of for Responsible Outdoor Lighting through the development including the use of DarkSky Approved Luminaires or equivalent for outdoor lighting fixtures. (11) Additional landscaping, above that which is required, consists of a substantial proportion of native plants as identified in the IFAS Florida-Friendly Landscaping™ Plant Guide and is accompanied by a maintenance plan. (c) In addition, any proposed development under the PD ordinance must address the following goals: (1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis. (2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design~~; accommodation or neighborhood electric vehicles~~; transportation demand management; or permitting complementary uses. (3) If the proposed development falls within an overlay, the development must comply with the standards of that overlay. (d) The PD application shall include a narrative addressing the following: (1) How the proposed development addresses the goals of the Comprehensive Plan. (2) ~~Why~~ How the proposed development provides a use or design approach that cannot be achieved under an existing conventional or special zoning district. (3) How the proposed development provides an innovative approach to land development.

#	Subject and purpose	Old text/ location	New text/ location
		(e) Residential PD Design Standards: (1) If lot width is less than forty-five (45) feet, homes must be rear loaded, unless otherwise approved by the Board of County Commissioners. (2) Front-facing garage doors must be set back a minimum of twenty (20) feet. (3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story. (4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Board of County Commissioners. (f) Required Residential Neighborhood Improvements: (1) Street trees are required in generous planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall: a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site. b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include a root barrier. c. Be selected from the "Approved Plant Species List: Canopy Trees," except that Laurel Oaks may not be used as street trees.	(4) A description of the greater benefits to the County as described in (b) ~~that cannot be achieved under the existing provisions of this Code~~. ***NOTE: Items (e) and (f) are being relocated to 30.8.5.11. The changes are shown below for summary.*** (d) Residential PD Design Standards: (1) If lot width is less than forty-five (45) feet, homes must be rear loaded ~~unless otherwise approved by the Board of County Commissioners.~~ to avoid undue frequency of conflicts with pedestrians on the sidewalk, unless the access is from a private street and the Development Services Director determines that rear access is not feasible due to site constraints. (2) Front-facing garage doors must be set back a minimum of twenty (20) feet from the back of the sidewalk in order to maintain sufficient space for a vehicle to park without blocking the sidewalk. (3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story, unless otherwise approved by the Board of County Commissioners. (4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Development Services Director and approved by the Board of County Commissioners. ~~(f) Required Residential Neighborhood Improvements:~~ (5) Street trees are required in planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall: a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.

#	Subject and purpose	Old text/ location	New text/ location
	Remove the requirement that fifty (50) percent of pond frontage must be open to streets or community parks. Remove the 8% open space requirement since PDs already require 25%.	d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas. (2) Fifty (50) percent of pond frontage must be open to streets or community parks. a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk. b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements). (g) Common Useable Open Space: (1) In addition to the twenty-five (25) percent minimum open space requirements listed in Section 30.8.3.8, commonly accessible open space is required subject to the following standards: a. Minimum eight (8) percent of net buildable acreage utilized for open space. b. Open Space may be provided in multiple locations however each location must be: i. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways. ii. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.	b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include root barriers. c. Be selected from the Approved Plant Species List: Canopy Trees in Figure 14.1 except that Laurel Oaks may not be used as street trees. d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas. ~~(2) Fifty (50) percent of pond frontage must be open to streets or community parks.~~ ~~a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~ ~~b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~ ***NOTE: Item (g) will remain in 30.8.5.3 and be re-lettered to (e)*** ~~(g)~~(e) Common Useable Open Space: ~~(1) In addition to the t~~Twenty-five (25) percent minimum open space ~~requirements listed in Section 30.8.3.8, commonly accessible open space~~ is required subject to the ~~following standards:~~ criteria of Section 30.14.2. ~~a. Minimum eight (8) percent of net buildable acreage utilized for open space.~~ ~~b. Open Space may be provided in multiple locations however each location must be:~~ ~~i. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~ ~~ii. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

#	Subject and purpose	Old text/ location	New text/ location
		iii. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.	~~iii. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.~~
67.	Section title updated	30.8.5.8 PD revisions.	30.8.5.8 PD ~~revisions~~ amendments.
68.	Definition for substantial development has been added so it is no longer determined by the Director.	30.8.5.9 Planned development time limitations. If substantial development, as determined by the Development Services Director, has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned unit development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.	30.8.5.9 Planned development time limitations. The criteria for substantial development status shall be established in the development order. In the case the development order does not address the criteria for substantial development status, the Development Services Director shall make a determination based on available capacity and infrastructure ability to support the development. If ~~s~~Substantial ~~d~~Development~~, as determined by the Development Services Director,~~ has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned ~~unit~~ development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.
69.	Clarification.	30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part.	30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part and may be subject to code enforcement procedures.

#	Subject and purpose	Old text/ location	New text/ location
70.		30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows: (a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division. Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director.	30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows: (a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division. Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director. Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses. (b) Phasing (1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on

#	Subject and purpose	Old text/ location	New text/ location
		Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses. (b) Phasing (1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on the approved master development plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan. (2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or	the approved master development plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan. (2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention, road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or amenities or portions thereof lie outside the phase. (3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development. (4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density

#	Subject and purpose	Old text/ location	New text/ location
	30.8.5.11 (d) (1-4) is being removed because the standards for open space are listed in 30.14.2. Removed to avoid repetitious language.	amenities or portions thereof lie outside the phase. (3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development. (4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan	or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development. (c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners. (d) Commonly Accessible Open space. Open space area requirements for planned developments ~~shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order,~~ shall meet the criteria of Section 30.14.2. unless otherwise approved within the master development plan or PD development order. ~~(1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements.~~ ~~(2) Open Space may be provided in multiple locations however each location must be:~~ ~~a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~ ~~b. Not less than 0.25 contiguous acres.~~ ~~c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open

#	Subject and purpose	Old text/ location	New text/ location
		policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development. (c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners. (d) Commonly Accessible Open space. Open space area requirements for planned developments shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order, shall meet the criteria of Section 30.14.2. (1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements. (2) Open Space may be provided in multiple locations however each location must be: a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways. b. Not less than 0.25 contiguous acres. c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from	~~space. Dog parks must contain waste disposal receptables and appropriate signage.~~ ~~(3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects).~~ ~~(4) Stormwater ponds must be amenitized as follows:~~ ~~a. Stormwater ponds must be open to the community and not fenced.~~ ~~b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~ ~~c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~ (e) Access and parking (1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other policies of the Transportation Element of the Comprehensive Plan. (2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development. (3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local

#	Subject and purpose	Old text/ location	New text/ location
	Remove prohibition of hammerhead turnarounds. Previously, PDs typically adjust buffer requirements using the reduced buffer width option found in Ch 30 Part 14. This reduced buffer option is being relocated into the PD section	the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage. (3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects). (4) Stormwater ponds must be amenitized as follows: a. Stormwater ponds must be open to the community and not fenced. b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk. c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements). (e) Access and parking (1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other	residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic. (4) ~~Hammerhead turnarounds shall be prohibited.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (f) Perimeter requirements (1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. ~~However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.~~ A planned development may not decrease any buffer requirement except in accordance with the following: a. Reduced Buffer Widths. Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Buffers having less than the standard widths established in Sec. 30.14.6 "Standard buffers" shall be subject to an increased landscape planting requirement as per the following:

Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 feet	Enhancement Required
0.3	10	3.00	3' hedge
0.4	10	2.50	3' open metal fence and 3' hedge

#	Subject and purpose	Old text/ location	New text/ location
	for better organization.	policies of the Transportation Element of the Comprehensive Plan. (2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development. (3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities and activities located both within the proposed development and beyond the boundaries of the proposed development. Local residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic. (4) Hammerhead turnarounds shall be prohibited. (f) Perimeter requirements (1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD. (2) Increased setbacks from the PD perimeter may also be imposed to	<table><tr><td>0.5</td><td>15</td><td>3.25</td><td>6' masonry wall*</td></tr><tr><td>0.6</td><td>20</td><td>4.00</td><td>6' masonry wall*</td></tr><tr><td>0.7</td><td>30</td><td>3.50</td><td>6' masonry wall*</td></tr><tr><td colspan="4">*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.</td></tr></table> (2) Reduced Buffer Widths may not be applied to required buffers within a specific overlay. (3) Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses. (g) Residential PD Design Standards: ***NOTE: Items 30.8.5.3 (e) and (f) are being relocated here. Proposed language shown in row 66.***

#	Subject and purpose	Old text/ location	New text/ location
		maintain compatibility with adjacent existing uses.	
71.	Re-inserting this section that was incidentally left out during the re-organization of the LDC in 2024. There are properties with this zoning classification and the requirements must be added back into the code. No changes are proposed to the previous language.		**Sec. 30.8.7 - UC UNIVERSITY COMMUNITY DISTRICT** ***Note: See ordinance for language. No changes proposed.***
72.		**PART 9. - SUPPLEMENTAL REGULATIONS**	
73.	Clarify boat may not be rented as living quarters.	**Sec. 30.9.5. - Boat dock requirements.** 30.9.5.1 General Regulations. (a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit: (1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body.	**Sec. 30.9.5. - Boat dock requirements.** 30.9.5.1 General Regulations. (a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit: (1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body. (2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements.

#	Subject and purpose	Old text/ location	New text/ location
	Clarify number of boats/vessels allowed per single family residence.	(2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements. (3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles. (4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements. (b) No boat dock or boathouse may be rented or leased. (c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected. ***	(3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles. (4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements. (b) No boat dock or boathouse may be rented or leased, and no vessel can be rented from a residential dock or boathouse. (c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected. (d) No more than three vessel slips per single residential dock and no more than three vessels moored at any single residential dock or boathouse. ***
74.	Corrected section number.	30.9.5.4 Dogs in public food establishments.	~~30.9.5.4~~ **Sec. 30.9.6.** Dogs in public food establishments.
75.		**Sec. 30.9.7. Alternative density option for affordable housing.** 30.9.7.1 Purpose and intent. (a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of	**Sec. 30.9.7. Alternative density option for affordable housing.** 30.9.7.1 Purpose and intent. (a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the

#	Subject and purpose	Old text/ location	New text/ location
		the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the overall quality of life for present and future residents of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing. (b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within an ADO development shall be not less than ten (10) percent and the number of low income units provided shall not exceed thirty (30) percent of the total. This provision is intended to ensure that low income units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability. 30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications. An applicant may submit plans and an application for development approval pursuant to the standards for these zoning classifications as set forth in this Code or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part. To the extent that the provisions of this Part are in conflict with other	overall quality of life for present and future residents of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing. (b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within an ADO development ~~shall be not less than ten (10) percent and the number of low income units~~ subject to the deed restriction ~~provided~~ shall not exceed ~~thirty (30)~~ fifty (50) percent of the total. This provision is intended to ensure that ~~low income~~ affordable units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability. 30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties with zoning that permits residential development ~~assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications~~. An applicant may submit plans and an application for development approval pursuant to the standards for the property's assigned ~~these~~ zoning classification~~s~~ as set forth in this Code ~~or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part~~. To the extent that the provisions of this Part are in conflict with other provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used. 30.9.7.3 Procedure.

#	Subject and purpose	Old text/ location	New text/ location
		provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used. 30.9.7.3 Procedure. (a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures: (1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall	(a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures: (1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement. ~~(2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator shall also be responsible for arranging any meetings of the Development~~

#	Subject and purpose	Old text/ location	New text/ location
		discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement. (2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator shall also be responsible for arranging any meetings of the Development Review Committee and for keeping central records on the review process for the application. (3) Subdivision development plan review. Following the pre-application meeting, the applicant shall submit a preliminary plan or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following:	~~Review Committee and for keeping central records on the review process for the application.~~ ~~(3)~~(2) Preliminary s~~S~~ubdivision plan, master development plan, ~~development~~ or site plan review. Following the pre-application meeting, the applicant shall submit a preliminary subdivision plan, master development plan, or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following: a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development; b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities; c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase; d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing; e. A description of the ~~tenants and/or~~ property owners or homeowners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development; f. The ~~development~~ preliminary subdivision, master development plan, or site plan and documents required shall be reviewed and approved as provided in this Code. The draft affordability agreement and additional documents required herein shall be reviewed by the ~~Development Review Committee~~ Community Services Director and ~~by~~ the County Attorney's Office.

#	Subject and purpose	Old text/ location	New text/ location
		a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development; b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities; c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase; d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing; e. A description of the tenants and/or owners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development; f. The development plan and documents required shall be reviewed and approved as provided in this Code. The additional documents required herein shall be reviewed by the Development Review Committee and by the County Attorney. (4) Board review and approval of preliminary plats and final site plans. After review and approval of the preliminary subdivision plan and the site plan by the Development Review Committee, the application shall be submitted for consideration by the Board. Issuance of a	~~(4)~~(3) Board review and approval of preliminary ~~plats~~ subdivision plan, master development plan, and final site plans. After review and approval of the preliminary subdivision plan and/or the site plan by the ~~Development Review Committee~~ Planning and Development Division, the ~~application~~ affordability agreement shall be submitted for consideration by the Board as a consent item. Issuance of a development order and execution of the affordability agreement will occur upon approval by the Board of County Commissioners. ~~(5)~~(4) Waivers. ~~Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that t~~ The minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County. ~~(6)~~(5) Final ~~plan~~ Plat. The applicant shall have ~~one (1)~~ two (2) years from the date of preliminary subdivision plan approval to file for final ~~plan~~ plat approval for all of the areas covered in the preliminary subdivision plan or the ~~preliminary~~ approval shall lapse. An extension of the preliminary subdivision plan approval may be granted by the Board of County Commissioners for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant. 30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following:

#	Subject and purpose	Old text/ location	New text/ location
		development order and execution of the affordability agreement will occur upon approval. (5) Waivers. Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that the minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County. (6) Final plan. The applicant shall have one (1) year from the date of preliminary plan approval to file for final plan approval for all of the areas covered in the preliminary plan or the preliminary approval shall lapse. An extension of the preliminary plan approval may be granted by the Board for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant. 30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following: (a) Assurance that the mix of affordable housing units will be implemented as required in this	(a) Assurance that the mix of affordable housing units will be implemented as required in this Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing; (b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with. 30.9.7.5 ~~Development~~ Density standards table. Within the LDR, MDR, HDR, and MXD Future Land Use Designations, the density bonus shall be established based on the quantity of affordable units provided. For example: for each very low income unit provided, two (2) additional market rate units may be permitted for a project with a Low Density Residential designation. In no case shall the density exceed the maximum density permitted by the Comprehensive Plan. The maximum bonus shall be calculated according to the table below:

Density Standards Table

FLU Designation and Unit Type	Quantity of affordable units	Quantity of bonus market rate units	Example project using 10 acres of buildable area
Low Density Residential (LDR) Maximum density without bonus: 4 units per net buildable acre Maximum density with bonus: 7 units per net buildable acre			
Low Income Units	1	1.5	12 affordable units = 18 extra market rate (max 70 units) *(40 units without bonus)*

#	Subject and purpose	Old text/ location	New text/ location

Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing;

(b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with.

30.9.7.5 Development standards.

(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located within a CDBG Target Area designated by the Board of County Commissioners.

(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:

(1) Day care facilities;
(2) Community centers; or
(3) Houses of worship.

(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal

Very Low Income Units	1	2	10 affordable units = 20 extra market rate (max 70 units) *(40 units without bonus)*
Medium Density Residential (MDR) Maximum density without bonus: 10 units per net buildable acre Maximum density with bonus: 12 units per net buildable acre			
Low or Very Low Income Rental	1	1	10 affordable units = 10 extra market rate (max 120 units) *(100 units without bonus)*
Low or Very Low Income Ownership	1	3	5 affordable units = 15 extra market rate (max at 120 units) *(100 units without bonus)*
High Density Residential (HDR) Maximum density without bonus: 20 units per net buildable acre Maximum density with bonus: 22 units per net buildable acre			
Low Income Units	1	1	10 affordable units = 10 extra market rate (max 220 units) *(200 units without bonus)*
Very Low Income Units	1	3	5 affordable units = 15 extra market rate (max at 220 units)

#	Subject and purpose	Old text/ location	New text/ location

circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.

(d) Density and dimensional regulations.

(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:

Percentage of Low Income Housing Units	Maximum Dwelling Units (DUS) Per Buildable Acre
10 to 15 percent	5 DUS/acre
15 to 20 percent	6 DUS/acre
20 to 30 percent	7 DUS/acre

(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to

			(200 units without bonus)
Mixed Development (MXD) Maximum density without bonus: 30 units per net buildable acre Maximum density with bonus: 50 units per net buildable acre			
Low Income Units Rental	1	1.5	80 affordable units = 120 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Rental	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Low Income Units Ownership	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Ownership	1	4	40 affordable units = 160 extra market rate (max 500 units) *(300 units without bonus)*

~~(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located~~

#	Subject and purpose	Old text/ location	New text/ location
		maintain the livability of ADO units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision. (e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot widths shall refer to the lot dimension along the property line with the adjacent development. (1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:	~~within a CDBG Target Area designated by the Board of County Commissioners.~~ ~~(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:~~ ~~(1) Day care facilities;~~ ~~(2) Community centers; or~~ ~~(3) Houses of worship.~~ ~~(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.~~ ~~(d) Density and dimensional regulations.~~ ~~(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:~~

Minimum Lot Width Standards	
Adjacent Neighborhood	ADO Project
150 feet	100 feet
100 feet	90 feet
90 feet	75 feet
75 feet	70 feet
70 feet	60 feet

#	Subject and purpose	Old text/ location	New text/ location

Minimum House Size	
Adjacent Neighborhood	ADO Project
A-1	1,300 square feet
RC1	1,300 square feet
R1AAAA	1,100 square feet
R1AAA	1,100 square feet
R1AA	700 square feet
R1A	700 square feet
All Other Single-family Residential Districts	700 square feet
60 feet	50 feet

(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:

(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.

(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the

~~Percentage of Low Income Housing Units~~	~~Maximum Dwelling Units (DUS) Per Buildable Acre~~
~~10 to 15 percent~~	~~5 DUS/acre~~
~~15 to 20 percent~~	~~6 DUS/acre~~
~~20 to 30 percent~~	~~7 DUS/acre~~

~~(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to maintain the livability of ADO units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision.~~

~~(e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot~~

#	Subject and purpose	Old text/ location	New text/ location
		County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis. (h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility. (i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The	~~widths shall refer to the lot dimension along the property line with the adjacent development.~~ ~~(1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:~~ ~~Minimum Lot Width Standards~~ ~~Adjacent Neighborhood~~ / ~~ADO Project~~ ~~150 feet~~ / ~~100 feet~~ ~~100 feet~~ / ~~90 feet~~ ~~90 feet~~ / ~~75 feet~~ ~~75 feet~~ / ~~70 feet~~ ~~70 feet~~ / ~~60 feet~~ ~~60 feet~~ / ~~50 feet~~ ~~(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:~~ ~~Minimum House Size~~ ~~Adjacent Neighborhood~~ / ~~ADO Project~~ ~~A-1~~ / ~~1,300 square feet~~

#	Subject and purpose	Old text/ location	New text/ location

community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.

(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less than ten (10) percent of the units are in either the rental or home sales category.

~~RC1~~	~~1,300 square feet~~
~~R1AAAA~~	~~1,100 square feet~~
~~R1AAA~~	~~1,100 square feet~~
~~R1AA~~	~~700 square feet~~
~~R1A~~	~~700 square feet~~
~~All Other Single-family Residential Districts~~	~~700 square feet~~

~~(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.~~

~~(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis.~~

~~(h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within~~

#	Subject and purpose	Old text/ location	New text/ location

TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARDS

Use	Minimum Lot Size	Minimum Lot Width	Yards			Minimum House Size	Maximum Coverage
			Front	Rear	Side		
Single-family	11,700	90	25	30	10	1,300 s.f.	—
Single-family	9,000	75	25	30	10	1,100 s.f.	—
Single-family	8,400	70	25	30	10	700 s.f.	30 %
Single-family	6,700	60	25	30	10	700 s.f.	30 %
Single-family	5,000	50	25	30	10	700 s.f.	40 %
Zero Lot Line:	Same standards apply except one yard may be 0 feet wide will other side yard will be twice the standard.						
Two-Family Dwelling Units							
1. (Duplex) Units on same parcel	9,000	75	25	30	10	700 s.f.	30 %

~~walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility.~~

~~(i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.~~

~~(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less~~

#	Subject and purpose	Old text/ location	New text/ location

2. (Twins) Units on different parcels	9,000*	37.5	25	30	10	700 s.f.	40 %
Three-Family Dwelling Units								
1. Units on same parcel	10,000	100	25	30	10	700 s.f.	30 %
2. Units on different parcels	12,000*	34	25	30	10	700 s.f.	30 %
Four-Family Dwelling Units								
1. Units on same parcel	12,000	100	25	30	10	700 s.f.	30 %
2. Units on different parcels	14,000*	34	25	30	10	700 s.f.	30 %

*Total for ALL units.

~~than ten (10) percent of the units are in either the rental or home sales category.~~

~~TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARD~~

~~Use~~	~~Minimum Lot Size~~	~~Minimum Lot Width~~	~~Yards~~			~~Minimum House Size~~
			~~Front~~	~~Rear~~	~~Side~~	
~~Single-family~~	~~11,700~~	~~90~~	~~25~~	~~30~~	~~10~~	~~1,300 s.f.~~
~~Single-family~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~1,100 s.f.~~
~~Single-family~~	~~8,400~~	~~70~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Single-family~~	~~6,700~~	~~60~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Single-family~~	~~5,000~~	~~50~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Zero Lot Line:~~	~~Same standards apply except one yard may be 0 fee will other side yard will be twice the standard.~~					
~~Two-Family Dwelling Units~~						
~~1. (Duplex) Units on same parcel~~	~~9,000~~	~~75~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~2. (Twins) Units on different parcels~~	~~9,000*~~	~~37.5~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~
~~Three-Family Dwelling Units~~						

#	Subject and purpose	Old text/ location	New text/ location

TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY

Uses Permitted	Adjoining Zoning District					
	R-1B	R-1	R-1A	R-1AA	R-1AAA	R-1AAAA
A. Single-Family Detached	R-1BB	R-1B	R-1	R-1A	R-1AA	R-1AAA
B. SFD-Zero Lot Line*	Yes	Yes	Yes	Yes	Yes	Yes
C. Two-Family Dwelling Units						
1. Duplex—Units on same parcel						
2. Twin—Units on separate parcels	Yes	Yes	No	No	No	No
D. Three-Family Dwelling Units	Not permitted without rezoning approval.					
E. Four-Family Dwelling Units	Not permitted without rezoning approval.					

*Built to the above conventional standards.

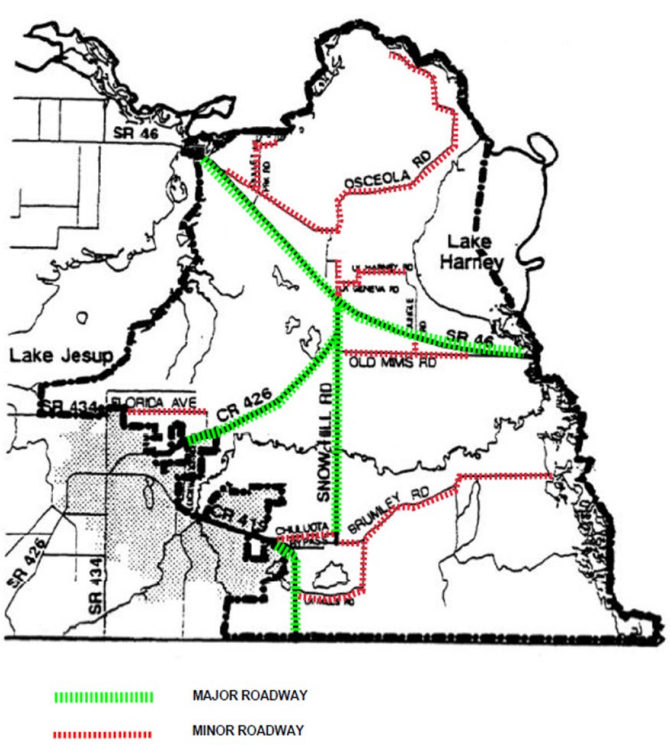
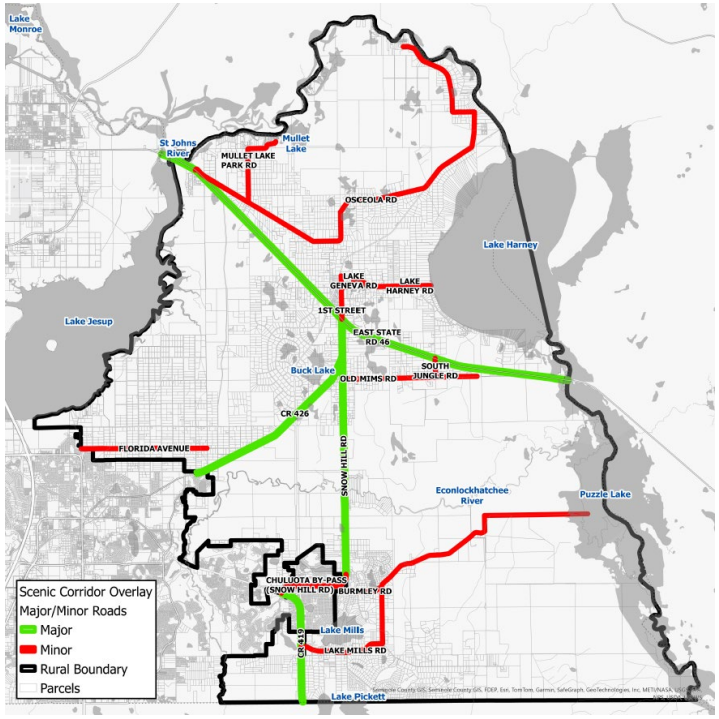
Source: Florida Planning Group, Inc., 1991.

~~1. Units on same parcel~~	~~10,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~12,000 *~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~Four-Family Dwelling Units~~							
~~1. Units on same parcel~~	~~12,000~~	~~100~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~
~~2. Units on different parcels~~	~~14,000 *~~	~~34~~	~~25~~	~~30~~	~~10~~	~~700 s.f.~~	~~30%~~

~~*Total for ALL units.~~

~~TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY~~

~~Uses Permitted~~	~~Adjoining Zoning District~~				
	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~	~~R-1AAA~~
~~A. Single-Family Detached~~	~~R-1BB~~	~~R-1B~~	~~R-1~~	~~R-1A~~	~~R-1AA~~
~~B. SFD-Zero Lot Line*~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~	~~Yes~~
~~C. Two-Family Dwelling Units~~					
~~1. Duplex—Units on same parcel~~					
~~2. Twin—Units on separate parcels~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~	~~No~~

#	Subject and purpose	Old text/ location	New text/ location
			~~D. Three-Family Dwelling Units~~ — ~~Not permitted without rezoning approval.~~ ~~E. Four-Family Dwelling Units~~ — ~~Not permitted without rezoning approval.~~ ~~*Built to the above conventional standards.~~ ~~Source: Florida Planning Group, Inc., 1991.~~
76.		**PART 10. - OVERLAY DISTRICTS**	
77.	Updated graphic. No change to actual overlay.	**Sec. 30.10.2. - Scenic Corridor Overlay Zoning District.** 	**Sec. 30.10.2. - Scenic Corridor Overlay Zoning District.** 
78.		**Sec. 30.10.3. - Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.**	**Sec. 30.10.3. - Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.**

#	Subject and purpose	Old text/ location	New text/ location
	Correct spelling.	30.10.3.1 Creation. In addition to, and supplemental to, all Land Development Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Lake Mary Boulevard Gateway Corridor Overlay Standards Classification." Property within the Lake Mary Boulevard Gateway Corridor listed and described within Section 30.10.3.13 Designated Gateway Corridor, of this Part, shall be subject to all provisions herein. 30.10.3.2 Purpose. The purpose of this Part is to insure that the designated Gateway Corridor is developed in a manner which: (a) Insures the roadway is developed into a well landscaped, scenic gateway; (b) Provides uniform design standards to establish high quality development; (c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures; (d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement; (e) Maintains and enhances property values; (f) Preserves natural features to the extent practicable; and (g) Recognizes and makes allowances for existing uses and buildings.	30.10.3.1 Creation. In addition to, and supplemental to, all Land Development Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Lake Mary Boulevard Gateway Corridor Overlay Standards Classification." Property within the Lake Mary Boulevard Gateway Corridor listed and described within Section 30.10.3.13 Designated Gateway Corridor, of this Part, shall be subject to all provisions herein. 30.10.3.2 Purpose. The purpose of this Part is to ~~insure~~ ensure that the designated Gateway Corridor is developed in a manner which: (a) ~~Insures~~ Ensures the roadway is developed into a well landscaped, scenic gateway; (b) Provides uniform design standards to establish high quality development; (c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures; (d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement; (e) Maintains and enhances property values; (f) Preserves natural features to the extent practicable; and (g) Recognizes and makes allowances for existing uses and buildings.
79.		30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria: (a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in	30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria: (a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage

#	Subject and purpose	Old text/ location	New text/ location
	Allow alternative materials for sign structures.	size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size. (b) Ground signs. (1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot. (2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick. (3) Any external above ground light source shall be located and hidden within the	exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size. (b) Ground signs. (1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot. (2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick or alternative materials such as rock, stone, or metal as may be approved by the Planning Manager if determined that the alternative material would be architecturally compatible. (3) Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. (4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. (5) The planter setback shall be a minimum of five (5) feet from the right-of-way. (6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet.

#	Subject and purpose	Old text/ location	New text/ location
	Remove regulation of flag type. Now, only the number of flags will be regulated (same quantity allowed as before).	planter bed. Light sources located outside the planter bed shall be in a burial fixture. (4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. (5) The planter setback shall be a minimum of five (5) feet from the right-of-way. (6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet. Ground sign base, sides and top are excluded from the sign area calculation. (c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel. (d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights. (e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. (f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters. (g) Exempted signs. Real estate signs. (h) Flags. Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1)	Ground sign base, sides and top are excluded from the sign area calculation. (c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel. (d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights. (e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. (f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters. (g) Exempted signs. Temporary signs~~Real estate signs~~. (h) Flags. A maximum of three (3) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. ~~Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1) local/County flag per parcel, each a maximum of thirty-five (35) square feet.~~ (i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening.

#	Subject and purpose	Old text/ location	New text/ location
		local/County flag per parcel, each a maximum of thirty-five (35) square feet. (i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening.	
80.		**Sec. 30.10.8. - Airports.** 30.10.8.16 Noise. (a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study. (b) Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.	**Sec. 30.10.8. - Airports.** 30.10.8.16 Noise. (a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study. (b) ~~Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.~~ New residential developments within the Orlando Sanford International Airport Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan, are required to record, in the public records of Seminole County, Florida, an avigation easement over the property to inform potential residences of the impact of aircraft overflights. The avigation easement shall be in a form approved by the County, and the costs associated with preparation and recording of the easement are the responsibility of the applicant.

#	Subject and purpose	Old text/ location	New text/ location
81.	Correct spelling.	**Sec. 30.10.11. - Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.** **...** 30.10.11.1 Purpose/application of other Code provisions. (a) The purposes of this Part are to insure that the designated State Road 46 gateway corridor is developed in a manner which: (1) Ensures the development of the corridor as a well landscaped and scenic gateway. (2) Provides uniform design standards to establish high quality development. (3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures. (4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement. (5) Maintains and enhances property values. (6) Preserves natural features to the maximum extent practicable. (7) Recognizes and makes allowances for existing uses and buildings. (b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set	**Sec. 30.10.11. - Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.** **...** 30.10.11.1 Purpose/application of other Code provisions. (a) The purposes of this Part are to ~~insure~~ ensure that the designated State Road 46 gateway corridor is developed in a manner which: (1) Ensures the development of the corridor as a well landscaped and scenic gateway. (2) Provides uniform design standards to establish high quality development. (3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures. (4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement. (5) Maintains and enhances property values. (6) Preserves natural features to the maximum extent practicable. (7) Recognizes and makes allowances for existing uses and buildings. (b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set forth in Part 10 of Chapter 40 pertaining to site plan requirements.

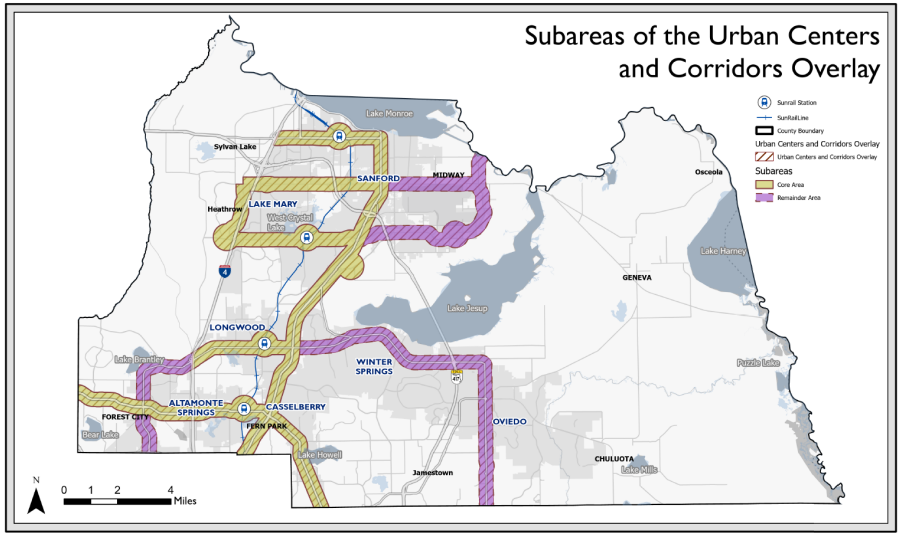
#	Subject and purpose	Old text/ location	New text/ location
		forth in Part 10 of Chapter 40 pertaining to site plan requirements.	
82.	Remove term "point-of-sale" since this is being removed from the sign code (for consistency).	30.10.11.6 Signage. (a) All point of sale signs and subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive. (b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use. (c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above	30.10.11.6 Signage. (a) All ~~point of sale signs and~~ subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive. (b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use. (c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way. (d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation.

#	Subject and purpose	Old text/ location	New text/ location
		ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way. (d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation. (e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage. (f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent with Subparagraph 30.1243(2)d, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)	(e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage. (f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent with ~~Subparagraph 30.1243(2)d~~ 30.13.3, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)
83.		**Sec. 30.10.12. - Oxford Place Overlay District.** **...**	**Sec. 30.10.12. - Oxford Place Overlay District.** **...**

#	Subject and purpose	Old text/ location	New text/ location
	Update section reference. A majority of these sign standards are being relocated to part 13. They are no longer needed in this section.	30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section 30.1.5(a) of this Code: (a) Communication towers; and (b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors. ... 30.10.12.13 Open space, buffering, and landscaping. (a) Open Space. (1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated. (2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions. (3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section 30.14.2.4(f). (4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features: a. Outdoor patio/cafe seating areas; b. Pedestrian plazas/kiosk areas;	30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section ~~30.1.5(a)~~ 30.3.1.5 of this Code: (a) Communication towers; and (b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors. ... 30.10.12.13 Open space, buffering, and landscaping. (a) Open Space. (1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated. (2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions. (3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section ~~30.14.2.4(f)~~ 30.14.2.3(D). (4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features: a. Outdoor patio/cafe seating areas; b. Pedestrian plazas/kiosk areas; c. Water features with seating areas; d. Rain gardens and/or bioswales; e. Stormwater planters. (5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded. (b) Buffering. (1) Buffers within the Overlay District shall be required as follows:

#	Subject and purpose	Old text/ location	New text/ location
		c. Water features with seating areas; d. Rain gardens and/or bioswales; e. Stormwater planters. (5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded. (b) Buffering. (1) Buffers within the Overlay District shall be required as follows: a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 Part 67, except that no such buffer shall have an opacity of less than 0.3 as specified in Section 30.14.5(b)(1). ... 30.10.12.15 Signage. (a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC. (b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the following standards: (1) Wall (building) Signs.	a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 ~~Part 67~~ Part 14, except that no such buffer shall have an opacity of less than 0.3 as specified in Section ~~30.14.5(b)(1)~~ 30.14.6(a). ... 30.10.12.15 Signage. (a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC. (b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the standards of Chapter 30, Part 13, except for wall signs, which shall meet the following standards: (1) Wall ~~(building)~~ Signs. a. ~~Wall signs may not be used in conjunction with blade signs;~~ Must comply with the requirements of Sec. 30.13.3(3). b. ~~Commercial uses (retail, office and restaurant):~~ One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet; ~~c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street;~~ ~~d.~~ Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum.

#	Subject and purpose	Old text/ location	New text/ location
		a. Wall signs may not be used in conjunction with blade signs; b. Commercial uses (retail, office and restaurant): One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet; c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street; d. Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum. ***(Note: e-f(1-8) deleted)***	
84.	New section added to establish the Core Overlay Area.		**Sec. 30.10.14. –Overlay Areas of the Urban Centers and Corridors Overlay** 30.10.14.1. Creation of Overlay Areas. (a) The Seminole County Comprehensive Plan requires the Core Area be established within the Land Development Code. (b) This section establishes the criteria for the Core Area. (c) Properties located within the Core Area are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan. (d) Properties located in the Urban Centers and Corridors but not within the Core area shall be known as the "Remainder Area." These properties are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan. 30.10.14.2. Purpose. The purpose of the Core is to:

#	Subject and purpose	Old text/ location	New text/ location
			(a) Encourage phased, infill, and redevelopment in a compact and walkable form; (b) Promote a mix of jobs and housing; (c) Support multimodal transportation and reduce sprawl; and (d) Incentivize affordable and workforce housing by the private sector. 30.10.14.3. Core Area Map. The Core Area Map illustrates those portions of the Urban Centers and Corridors Overlay that are part of the Core Area. All areas not designated as part of the Core Area are consider the "Remainder Area" and subject to the standards thereof.  Core Area Overlay Map
85.		**PART 11. - PARKING AND LOADING REGULATIONS**	
86.		**Sec. 30.11.4. - Parking reductions and exceptions.** 30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:	**Sec. 30.11.4. - Parking reductions and exceptions.** 30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:

#	Subject and purpose	Old text/ location	New text/ location
	The administrative variance for 50% of spaces to be decreased to a stall size of 9x18 is being removed because 80% are already outright permitted to be 9x18 per 30.11.6.2	(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings: (1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted. (2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation. ~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles	(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings: (1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted. ~~(2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation.~~ ~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply. ...

#	Subject and purpose	Old text/ location	New text/ location
		are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply. ...	
87.		**Sec. 30.11.7. - Miscellaneous design standards.** (a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations. (b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director	**Sec. 30.11.7. - Miscellaneous design standards.** (a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations. (b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties. (c)Setbacks and clearance of residential garages. (1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces

#	Subject and purpose	Old text/ location	New text/ location
	Clarify that attached single-family units with garages are required to be served by an alley on public streets only. Allow a waiver for the alley requirement on private streets.	makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties. (c)Setbacks and clearance of residential garages. (1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces (2) Garage doors facing a rear alley a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows: i. Less than eight (8) feet or; ii. More than twenty (20) feet. b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement (3) Attached single-family units with garages are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners.	(2) Garage doors facing a rear alley a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows: i. Less than eight (8) feet or; ii. More than twenty (20) feet. b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement (3) Attached single-family units with garages on public streets are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners. On private streets, the Development services director may waive this based on compatibility with surrounding area and configurations of the lots.
88.		**PART 13. - SIGN REGULATIONS**	
89.	Update terminology. Reorganize section.	**Sec. 30.13.3. Sign standards.** (a) On-premise. (1) Permanent. a. *Point of sale*. 1. Maximum allowable copy area, unless otherwise specified, shall be a total sign	**Sec. 30.13.3. Sign standards.** (A) On-premise permanent signs. (1) ~~Permanent.~~ In general. a. ~~*Point of sale.*~~ Maximum copy area. ~~1.~~ Maximum allowable copy area for wall and ground/pole signs, unless otherwise specified, shall be a total sign area of two (2)

#	Subject and purpose	Old text/ location	New text/ location
	Provide additional sign area for corner properties. Clarification of safety measures for signs. Language relocated from 30.13.4 Clarification signs may not impede sight triangles.	area of two (2) square feet for each linear foot of building frontage, unless located within a special overlay district. 2. The total point-of-sale copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises. 3. Ground/Pole Signs. aa. Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage. bb. The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4). cc. No ground/pole sign nor its parts shall move, rotate, use animation or flashing	square feet for each linear foot of primary building frontage. For buildings with a secondary frontage, a sign may placed on the secondary building frontage with a maximum copy area of one (1) square foot per linear foot of the secondary frontage, unless prohibited by ~~located within~~ a special overlay district. ~~2.~~ The total ~~point-of-sale~~ sign copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises. b. Location Restrictions. Signs shall not be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part thereof. A sign shall not be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation. c. Multi-Faced Signs. On any sign with more than one face, the maximum number of surfaces visible from any location will be counted; provided, however, that all surfaces of a multi-faced sign shall be equal in size and height and contained within a common perimeter. d. Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5-foot candles at the property line. e. Visibility. No freestanding sign shall extend or be located within the sight triangle. (2) Freestanding signs. a. ~~3.~~ Ground/Pole Signs. (1) ~~aa.~~ Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four

#	Subject and purpose	Old text/ location	New text/ location
	Renumber section. Clarification of sign setback.	lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds. dd. The sign structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten (10) feet to the property line. 4. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line. b. *Subdivision signs*. 1. May be located in any district, provided the development is a permitted or approved use in such a district. 2. Such signs shall not be located nearer than twenty-five (25) feet from any intersection of the street right-of-way. 3. Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard. 4. In Residential Districts, there shall be no flashing or animated signs. Also, sign lights	hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage. (2) ~~bb.~~ The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4). (3) ~~cc.~~ No ground/pole sign nor its parts shall move, rotate, use animation or flashing lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds. (4) ~~dd.~~ The sign pole or base must be set back a minimum of ten ~~structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten~~ (10) feet ~~to~~ from the property line. (5) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign face. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet.

#	Subject and purpose	Old text/ location	New text/ location
	Language removed because it is duplicative. Allow additional sign area for Community Shopping Centers and Regional Shopping Centers. Decrease the setback for subdivision signs from 25 feet to 5 feet.	shall be so focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line. 5. Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road. c. *Flags*. A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags. (2) *Temporary*. a. *Trailer signs*. 1. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer	~~4.Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line.~~ b. Shopping center signs. (1) Shopping Centers and Commerce Centers have a concentration of businesses and non-commercial enterprises that may draw customers from throughout the region. This section of code authorizes additional freestanding sign area beyond the limits of the base allowable copy area in Section 30.13.3(A)(1)(a). This sign area shall be based on the total building area within the shopping centers as follows: a. Community Shopping Centers and Commerce Centers with a building area of 150,000—399,999 sq. ft. shall be allowed an additional150 sq. ft. of copy area for a freestanding sign. b. Regional Shopping Centers and Commerce Centers with a building area of 400,000 sq. ft. or more shall be allowed an additional 200 sq. ft. of copy area for a freestanding sign. (2) Shopping Center Signs are not counted towards maximum sign copy area. The maximum copy area calculation shall be used to allot wall signage for each tenant. c. Subdivision signs. (1) May be located in any district, provided the development is a permitted or approved use in such a district. (2) Such signs shall not be located nearer than ~~twenty-five (25)~~ five (5) feet from ~~any intersection of the street right-of-way~~ the property line, and located outside of any Sight Distance Triangle.

#	Subject and purpose	Old text/ location	New text/ location
	Remove duplicative language. Language added to allow wayfinding signs. Add wayfinding sign examples.	sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign. 2. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road. 3. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited. 4. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit. 5. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face. 6. Trailer signs shall be limited to commercial and industrial districts. 7. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land	(3) Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard. (4) In Residential Districts, there shall be no flashing or animated signs. ~~Also, sign lights shall be so focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line.~~ (5) Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road. ~~c.~~d. *Flags.* A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags. e. Wayfinding Signs. (1) Internal development wayfinding signs may provide location maps, directions, general information and special notices to the development. (2) One (1) sign is permitted per access point or internal driveway intersection. (3) If less than four (4) square feet, wayfinding signs do not count towards maximum sign copy area. **Figure 13.3A Wayfinding Signs Illustrative Examples**

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow wall signs. Add wall sign examples. Add awning sign examples. Add canopy sign examples.	on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location. 8. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels. 9. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs. 10. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign. 11. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order would permit the property owner to	 (3) Wall signs. a. Wall signs are subject to the maximum allowable copy area calculation but are limited to a maximum of 200 square feet; b. Wall signs may be used in conjunction with blade signs; c. Wall signs should not obscure windows, grill work, piers, pilasters, and ornamental features. Typically, wall signs should be centered on horizontal surfaces; d. Electronic messaging associated with wall signs is not permitted; and e. Awning and canopy signs shall follow the same provisions as wall signs. **Figure 13.3B Wall sign Illustrative Examples** **Figure 13.3C Awning Signs Illustrative Examples** **Figure 13.3D Canopy Signs Illustrative Example**

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow window signs and graphics. Add window sign examples. Add language to allow blade signs. Add blade sign examples.	erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property. b. *Real estate signs.* 1. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet. 2. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed. 3. In residential districts, no sign over six (6) square feet shall be erected closer than one	 (4) Window graphics and signs. a. Window graphics and signs may be used in conjunction with other signs; b. Window graphics and signs are limited to thirty (30) percent of the window area. The following shall be exempt from this limitation: Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs. **Figure 13.3E Window Signs Illustrative Examples** (5) Blade signs. a. Blade signs may be used in conjunction with wall signs; b. Blade signs shall be permitted for uses allowed in the Commercial and Industrial Districts; c. Only one blade sign per establishment is permitted; d. The maximum allowable copy area for the blade sign shall be four (4) square feet per sign face and does not count towards the maximum allowable copy area for on-premise permanent signs; e. A blade sign may encroach up to three (3) feet over a private sidewalk, measured horizontally from the face of the wall, while maintaining a vertical clearance of eight (8) feet from the finished sidewalk. **Figure 13.3F Blade Signs Illustrative Examples**

#	Subject and purpose	Old text/ location	New text/ location
	Rename section title. Renumber section as needed.	hundred (100) feet from the nearest existing house. 4. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet. 5. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease. 6. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road. c. *Construction signs.* 1. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy. 2. Such signs must be set back in accordance with the building setback requirements of the district. d. *Banners, pennants, balloons, streamers, and similar displays.* Banners, pennants, balloons, streamers, and similar displays shall be allowed: 1. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening.	 ~~(2)~~(B) On-premise *Temporary* signs. ~~a.~~(1) *Trailer signs.* ~~1.~~a. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign. ~~2.~~b. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road. ~~3.~~c. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited. ~~4.~~d. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit. ~~5.~~e. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height

#	Subject and purpose	Old text/ location	New text/ location
		2. For noncommercial activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity. e. *Motor vehicle sign*. A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising. f. *Inflatable advertisement*. Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area. g. *Signs to mitigate impacts of road construction projects*. Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road	or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face. ~~6.~~f. Trailer signs shall be limited to commercial and industrial districts. ~~7.~~g. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location. ~~8.~~h. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels. ~~9.~~i. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs. ~~10.~~j. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign. ~~11.~~k. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order

#	Subject and purpose	Old text/ location	New text/ location
		construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer. (b) *Off-premise*. (1) *Permanent*. a. *Outdoor advertising signs*. 1. Shall be permitted as specified in the applicable zoning classifications. 2. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped bufferyard. The landscaped bufferyard shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting. 3. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or	would permit the property owner to erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property. ~~b.~~(2) *Real estate signs*. 1. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet. 2. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed. 3. In residential districts, no sign over six (6) square feet shall be erected closer than one hundred (100) feet from the nearest existing house. 4. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet. 5. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease. 6. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road.

#	Subject and purpose	Old text/ location	New text/ location
	Add language to allow special event signage.	on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway. 4. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road. 5. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees. 6. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign. 7. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve.	~~c.~~(3) *Construction signs*. ~~1.~~a. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy. ~~2.~~b. Such signs must be set back in accordance with the building setback requirements of the district. ~~d.~~(4) *Banners, pennants, balloons, streamers, and similar displays*. Banners, pennants, balloons, streamers, and similar displays shall be allowed: ~~1.~~a. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening. ~~2.~~b. For ~~noncommercial~~ activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity. ~~e.~~(5) *Motor vehicle sign*. A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising. ~~f.~~(6) *Inflatable advertisement*. Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area. ~~g.~~(7) *Signs to mitigate impacts of road construction projects*. Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in

#	Subject and purpose	Old text/ location	New text/ location
		b. *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions: 1. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign. 2. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location. 3. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations. 4. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part. c. *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to	size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer. ~~(b)~~(C) *Off-premise signs.* (1) ~~*Permanent.*~~ Outdoor advertising signs. ~~a.~~ ~~*Outdoor advertising signs.*~~ ~~1.~~a. Shall be permitted as specified in the applicable zoning classifications. ~~2.~~b. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped buffer~~yard~~. The landscaped buffer~~yard~~ shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting. ~~3.~~c. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway.

#	Subject and purpose	Old text/ location	New text/ location
		a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to: 1. Location, size, and construction of benches and shelters; 2. Permitting and removal procedures; and 3. Maintenance and insurance responsibilities of permit holder. (2) *Temporary*. a. *Special event signs*. Special event signs may be displayed a maximum of seven (7) days prior to and seven (7) days following the event.	~~4.~~d. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road. ~~5.~~e. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees. ~~6.~~f. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign. ~~7.~~g. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve. ~~b.~~(2) *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions: ~~1.~~a. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign.

#	Subject and purpose	Old text/ location	New text/ location
	Clarify advertising benches and shelters must include the maintenance and insurance responsibilities in the agreement.		~~2.~~b. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location. ~~3.~~c. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations. ~~4.~~d. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part. ~~c.~~(3) *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to: ~~1.~~a. Location, size, and construction of benches and shelters; ~~2.~~b. Permitting and removal procedures; and 3.c. Maintenance and insurance responsibilities of permit holder. ~~(2)~~(4) ~~*Temporary.*~~ ~~a.~~ *Special event signs.* Special event signs may be displayed a maximum of seven (7) days following the event.

#	Subject and purpose	Old text/ location	New text/ location
90.	The term "freestanding sign" is being updated in the definitions and would no longer be prohibited.	**Sec. 30.13.5. Prohibited signs.** The following signs are prohibited: (1)Snipe signs. (2)Freestanding signs. (3)Any sign containing statements, words, or pictures of an obscene nature (4)Any sign which obstructs the view in any direction at a street, road, or access drive. (5)Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue. (6)Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.	**Sec. 30.13.5. Prohibited signs.** The following signs are prohibited: (1) Snipe signs. ~~(2) Freestanding signs.~~ ~~(3)Any sign containing statements, words, or pictures of an obscene nature~~ ~~(4)~~(2)Any sign which obstructs the view in any direction at a street, road, or access drive. ~~(5)Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue.~~ ~~(6)~~(3)Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.
91.		**Sec. 30.13.6. Nonconforming signs.** *** (b) Point of sale signs. (1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations. (2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public	**Sec. 30.13.6. Nonconforming signs.** *** (b) ~~Point of sale signs.~~ All other nonconforming signs. (1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations. (2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner.

#	Subject and purpose	Old text/ location	New text/ location
	Update terminology since "point-of-sale" is being removed as a term.	meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner. (3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990. (4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990. (c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.	(3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990. (4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990. (c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.
92.	Allow additional signage for office developments . Height max remains the same at 15 feet.	**Sec. 30.13.16. RP and OP signage regulations.** 30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.	**Sec. 30.13.16. RP ~~and OP~~ signage regulations.** ~~30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.~~ Freestanding signs are limited to a maximum of twenty-four (24) square feet. (A) Main entrance. At a main entrance to an office development, one (1) detached pole sign giving the name of the principal tenant may be permitted. No sign shall exceed one (1) square foot in area for each one (1) linear foot of lot frontage along the street on which the sign faces and shall be limited to a total structure height of fifteen (15) feet above grade. A sign may be illuminated provided the bulbs are not visible; however, no flashing lights or lights giving the illusion of motion shall be permitted. Sign illumination shall be of low intensity so as not to be a nuisance to surrounding areas. (B) Directory sign. A directory sign not intended or designed to be read from a roadway may be permitted within the office complex.

#	Subject and purpose	Old text/ location	New text/ location
			(C) Prohibited signs. The following types of signs shall be prohibited: Off-premises advertising signs or billboards, trailer signs, snipe signs, and window signs which are visible from any residential building or public right-of-way.
93.		**PART 14. - LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE**	
94.	Update title.	**Sec. 30.14.1. Purpose, intent, and definitions.**	**Sec. 30.14.1. General Purpose and Water-efficient landscaping criteria ~~intent, and definitions~~.**
95.	Clarify purpose of open space.	**Sec. 30.14.2. Open space.** 30.14.2.1 Purpose and Applicability. (a) (a)The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments. (b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. (c) The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4. (d) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code	**Sec. 30.14.2. Open space.** 30.14.2.1 Purpose and Applicability. (a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~ 1) active and passive recreation for residents, employees, and visitors of the development; 2) conservation and restoration of natural systems and wildlife habitats; and preservation of community character through views of vegetation and natural features. (b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space. (c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of~~

<table>
<tr><th>#</th><th>Subject and purpose</th><th>Old text/ location</th><th>New text/ location</th></tr>
<tr><td></td><td>Simplify open space requirements by allowing all types of development to follow the same standards.</td><td>applicable to the subject property. If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.</td><td>~~Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

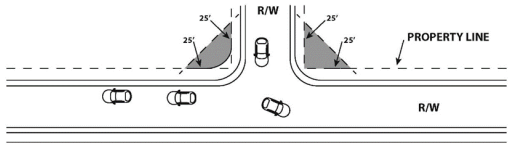
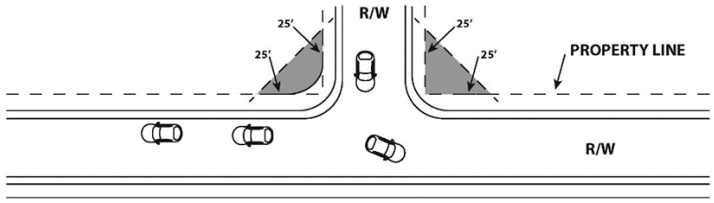
~~(d)~~ The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

<table>
<tr><th>Zoning District</th><th>Open Space Percentage</th></tr>
<tr><td>A-1</td><td>-</td></tr>
<tr><td>A-3</td><td>-</td></tr>
<tr><td>A-5</td><td>-</td></tr>
<tr><td>A-10</td><td>-</td></tr>
<tr><td>OP</td><td>25%</td></tr>
<tr><td>CN</td><td>25%</td></tr>
<tr><td>CS</td><td>25%</td></tr>
<tr><td>C-1</td><td>25%</td></tr>
<tr><td>C-2</td><td>25%</td></tr>
<tr><td>C-3</td><td>25%</td></tr>
<tr><td>M-1A</td><td>25%</td></tr>
<tr><td>M-1</td><td>25%</td></tr>
<tr><td>M-2</td><td>25%</td></tr>
<tr><td>PLI</td><td>25%</td></tr>
</table>
</td></tr>
</table>

#	Subject and purpose	Old text/ location	New text/ location
			PD 25% RC-1 - R-1AAAA - R-1AAA - R-1AA - R-1A - R-1 - R-1B - R-1BB - R-2 - R-3 25% R-3A 25% R-4 25% RM-1 25% RM-2 25% RM-3 25% RP 25% UC 25%
96.	The Open Space sections are being significantly	**PLEASE SEE SUMMARY OF CHANGES: OPEN SPACE (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.2.1- 30.14.2.5**	**PLEASE SEE SUMMARY OF CHANGES: OPEN SPACE (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.2.1- 30.14.2.5**

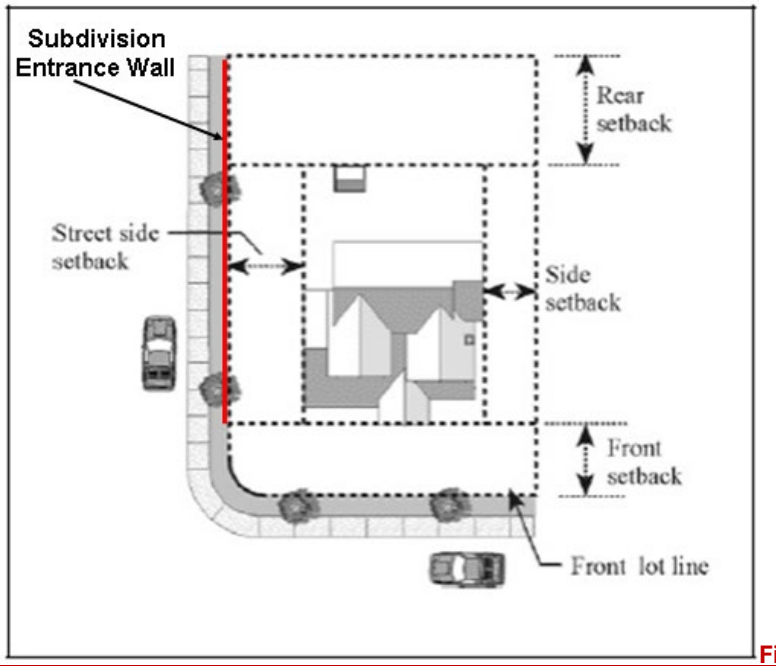
#	Subject and purpose	Old text/ location	New text/ location
	reorganized to simplify.	Sections *30.14.2.2 Nonresidential Open Space. 30.14.2.3 Residential Open Space*. and 3*0.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.* are being compiled into one section: 30.14.2.2 Open Space in General.	
97.	The Buffering sections are being significantly reorganized to simplify.	**PLEASE SEE SUMMARY OF CHANGES: BUFFERING (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.3-30.14.12**	**PLEASE SEE SUMMARY OF CHANGES: BUFFERING (ATTACHMENT) TO VIEW CHANGES TO SECTIONS 30.14.3-30.14.12**
98.	Add exemption for certain properties to the fence permitting requirement. Clarify the additional half foot for fencing is for	**Sec. 30.14.19. Fences.** (a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans. (b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front	**Sec. 30.14.19. Fences.** (a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair, except as otherwise stated. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans. A building permit is not required for fences on properties with a detached single-family or duplex unit that meet all of the following conditions: 1. Does not impede the function or maintenance of any designated easement; 2. Is not adjacent to wetlands, water bodies, or their required buffers; 3. Uses commonly commercially available fencing materials, such as wood, vinyl, PVC, or aluminum; and

#	Subject and purpose	Old text/ location	New text/ location
	embellishments only. Add language to allow double frontage lots to have fence adjacent to secondary right of way. Update section reference. Expand fencing type options for properties with ag zoning. Expand fencing options for A-1 properties in platted residential	yard and side street setbacks and six (6) feet six (6) inches within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. (c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per (c)(4) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14. (d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. (e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section. (f) Setback distance requirements will be as follows: (1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway. (2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be	4. Does not exceed six (6) feet in height, but may include an additional six (6) inches for embellishments. (b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front yard and side street setbacks and six (6) feet, but may include an additional six (6) inches for embellishments ~~six (6) inches~~ within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. (c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per ~~(c)(4)~~ (f)(3) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14. (d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail, open picket, or decorative metal such as wrought iron; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. In addition, properties zoned A-1 but located in a platted residential subdivision within the urban service area may opt to comply with the residential fences regulations contained in 30.14.19(b). (e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section. (f) Setback distance requirements will be as follows: (1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway.

#	Subject and purpose	Old text/ location	New text/ location
	subdivisions in the urban area.	reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way. (3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.  (4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-450), or other obstruction adjacent to a natural water body is limited to a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include	(2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way. (3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.  (4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-450), or other obstruction adjacent to a natural water body is limited to a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include a certified survey no less than five (5) years old indicating the Normal High Water Elevation. (g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but

#	Subject and purpose	Old text/ location	New text/ location
		a certified survey no less than five (5) years old indicating the Normal High Water Elevation. (g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet six (6) inches may be permitted on a vacant parcel, except as provided in (b) of this Section. (h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners. (i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground. (j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas. (k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted. (l) All fences shall be maintained in their original upright condition. (m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.	function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet with an additional six (6) inches for embellishments ~~six (6) inches~~ may be permitted on a vacant parcel, except as provided in (b) of this Section, with an approved building permit. (h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners. (i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground. (j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas. (k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted. (l) All fences shall be maintained in their original upright condition. (m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition. (n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section. (o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way. (p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation. (q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2)

#	Subject and purpose	Old text/ location	New text/ location
	Add language to recommend finished side of fencing to be visible from the right of way. Add language recommending circumstances where walls or fences are preferred around the perimeter of subdivisions. Add the option for corner lots where a	(n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section. (o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way. (p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation. **(q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2) will not require Board of Adjustment approval unless otherwise determined by the Planning Manager.**	will not require Board of Adjustment approval unless otherwise determined by the Planning Manager. (r) The face of any fence or wall visible to the public should be erected with the finished side facing out. (s) Subdivision perimeter fencing: Walls surrounding the perimeter of subdivisions are discouraged. However, when the back of homes within a subdivision are adjacent to a right-of-way, solid walls shall be allowed to discourage a mix of private fences and to provide a consistent edge. If a development voluntarily provides a wall due to the above condition, the enclosure shall be constructed of cement or masonry materials, rather than vinyl or wood and any required landscaping shall be on the side of the wall facing the right-of-way. Pedestrian access: Walls located along a right-of-way are required to have openings or pedestrian gates every 500 feet or less, or every five (5) lots, whichever is less, and must be paired with a pathway to ensure pedestrian connectivity. Alternative distances between pedestrian gates or openings may be approved by the Development Services Director based on site layout and characteristics. (t) Subdivision walls on private lots. For corner lots where a subdivision wall exists adjacent to the side street property line (secondary front yard), a fence of equal height shall be permitted at the property line without a variance. However, if the fence projects in front of the front yard building line (into the front yard setback) the height is limited to 4 feet. See figure 14.19 below.

#	Subject and purpose	Old text/ location	New text/ location
	subdivision wall is adjacent to the side lot boundary to have a fence matching the height of the wall without a variance.		 **Figure 14.19** If the property owner elects to erect a fence perpendicular to the existing subdivision wall, the fence shall not be erected beyond the property line.
99.		**Chapter 35 - SUBDIVISION REGULATIONS**	
100		**PART 2. - PROCEDURES FOR SECURING APPROVAL OF PLATS**	
101	Update that plats are approved administratively rather than by the Board of County	**Sec. 35.14. - Review of final plat.** (a) *Purpose.* The purpose of the final plat is to insure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings. (b) *Initiation point.* All submittals must be presented to the current planning office.	**Sec. 35.14. - Review of final plat.** (a) *Purpose.* The purpose of the final plat is to ~~insure~~ ensure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings. (b) ~~*Initiation point*~~*Submittals*. All submittals must be presented to the ~~current planning office.~~ Planning and Development Division. Submittals shall be as

#	Subject and purpose	Old text/ location	New text/ location
	Commissioners.	(c) *Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval. (d) *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the current planning office. (e) *Review process.* All final plats shall be subjected to a standard review process as outlined below: (1) All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee. (2) The submittals shall be reviewed by the development review committee with the applicant or his representative present. (3) If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date. (4) If the plat complies with all requirements, it shall be presented to the Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.	required by Section 35.44, and any submittals required as a condition of preliminary plan approval. As required by Florida Statutes, as may be amended, within seven (7) business days after receipt of a plat or replat submittal, the Development Services Director or designee shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal. (c) ~~*Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval.~~ ~~(d)~~ *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the ~~current planning office~~ Planning and Development Division. ~~(c)~~ (d)*Review process.* All final plats shall be subjected to a standard review process as outlined below: (1) ~~All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee.~~ Upon determination by the Development Services Director or designee that the submittal is sufficient to process for review; the submittal shall be distributed to the appropriate members of the development review committee for review. (2) ~~The submittals shall be reviewed by the development review committee with the applicant or his representative present.~~ If the Development Services Director or designee determines that the plat or replat does not meet all requirements to be approved, the applicant will be notified in writing. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The applicant may resubmit a revised plat or replat submittal based on the identified areas of noncompliance. (3) ~~If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the~~

#	Subject and purpose	Old text/ location	New text/ location
		(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners. (f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.	~~first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date.~~ ~~(4)~~ If the plat complies with all requirements, the Development Services Director or designee will administratively approve the plat or replat. Prior to the plat or replat being offered for recording, evidence of approval must be placed on the plat. ~~it shall be presented to the Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.~~ ~~(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners.~~ (f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.
102		**Sec. 35.16. - Home construction prior to plat recording.** (a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form	**Sec. 35.16. - Home construction prior to plat recording.** (a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded.

#	Subject and purpose	Old text/ location	New text/ location
	Updated references to Florida Statutes	and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded. (b) Expedited Residential Subdivision Building Permits. (1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein. (2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following: (A) An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section 177.031, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision. (B) Application Fee. As per adopted Fee Schedule. (C) Ownership Disclosure Form and supporting documents. (D) Owner Authorization Form. Required if the applicant is not the property owner. (E) Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each	(b) Expedited Residential Subdivision Building Permits. (1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein. (2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following: (A) An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section ~~177.031~~ 177.073, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision. (B) Application Fee. As per adopted Fee Schedule. (C) Ownership Disclosure Form and supporting documents. (D) Owner Authorization Form. Required if the applicant is not the property owner. (E) Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each other. A separate plot plan is required for each individual lot requesting an expedited building permit. (F) An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency access and supply plan must be complied with throughout construction in accordance with NFPA 1. (4) ~~Bonds~~ Sureties. The applicant is required to submit a valid performance ~~bond~~ surety to guarantee the installation of necessary

#	Subject and purpose	Old text/ location	New text/ location
	Updated language for clarity	other. A separate plot plan is required for each individual lot requesting an expedited building permit. (F) An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency access and supply plan must be complied with throughout construction in accordance with NFPA 1. (4) Bonds. The applicant is required to submit a valid performance bond to guarantee the installation of necessary improvements, as per Section 177.031(9), Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance bond must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This bonding requirement may also be met by escrow deposit, cashier's check, certified check, or an alternative document as approved by the Board of County Commissioners, which may include an irrevocable letter of credit or developer agreement. (5) Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning	improvements, as per Section ~~177.031(9)~~ 177.073, Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This ~~bonding~~ surety requirement may ~~also~~ be met by bond, escrow deposit, ~~cashier's check~~ letter of credit, ~~certified check,~~ or an alternative document as approved by the Board of County Commissioners~~, which may include an irrevocable letter of credit or developer agreement~~. (5) Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public. (6) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits: (A) The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering

#	Subject and purpose	Old text/ location	New text/ location
		Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public. (6) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits: (A) The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and Section 177.031, Florida Statutes. (B) Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas,	Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and ~~Section 177.031~~ Chapter 177, Florida Statutes. (B) Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas, water, and wastewater utilities servicing the property; and (C) All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements. (D) The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1. (E) Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed. (F) Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and (G) Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section ~~177.031(10)~~ 177.073, Florida Statutes. (7) Restrictions. Applicants may not: (A) Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida. (B) Obtain a temporary or final certificate of occupancy until the final plat has been recorded. (C) Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy.

#	Subject and purpose	Old text/ location	New text/ location
		water, and wastewater utilities servicing the property; and (C) All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements. (D) The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1. (E) Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed. (F) Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and (G) Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section 177.031(10), Florida Statutes. (7) Restrictions. Applicants may not: (A) Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida. (B) Obtain a temporary or final certificate of occupancy until the final plat has been recorded. (C) Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy.	
103		**PART 4. - REQUIRED SUBMITTALS**	

#	Subject and purpose	Old text/ location	New text/ location
104	Remove requirement for hardcopies to be submitted.	**Sec. 35.42. - Required submittals for development plan.** The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), submitted in nine (9) copies, and shall show the following: ...	**Sec. 35.42. - Required submittals for development plan.** The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), ~~submitted in nine (9) copies,~~ and shall show the following: ...
105	Remove requirement for hardcopies to be submitted. Allow Director to waive HOA requirement. This is necessary since plats will be approved administratively. Update title of personnel	**Sec. 35.43. - Required submittals for preliminary plan.** Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated. (a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer and submitted in nine (9) copies, showing graphically or by notes: ... (13)Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the Board of County Commissioners, at its sole discretion, may waive the requirement of this provision. ... (c)Other submittals. (1)Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section,	**Sec. 35.43. - Required submittals for preliminary plan.** Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated. (a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer ~~and submitted in nine (9) copies,~~ showing graphically or by notes: ... (13)Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the ~~Board of County Commissioners~~ Development Services Director~~, at its sole discretion,~~ may waive the requirement of this provision. ... (c)Other submittals. (1)Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section, Current Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements. (2)Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

#	Subject and purpose	Old text/ location	New text/ location
	Remove specific department names for simplicity. Remove outdated language regarding transportation management plan. This would have already been reviewed during engineering plan review.	Current Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements. (2)Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted. (3)Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the Planning Manager for dredge and fill permitting. No such work will be done prior to issuance of such permit. (4)Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction. (5)Additional data. Such other additional information shall be submitted as deemed necessary by the County Engineering Division, the utilities division, Development Review Division and the current planning office to insure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations. ... (7)Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.	(3)Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the ~~Planning Manager~~ Development Services Director for dredge and fill permitting. No such work will be done prior to issuance of such permit. (4)Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction. (5)Additional data. Such other additional information shall be submitted as deemed necessary by the County ~~Engineering Division, the utilities division, Development Review Division and the current planning office to insure~~ ensure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations. ... ~~(7)Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.~~
106		**Sec. 35.44. - Required submittals for final plat.** The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards,	**Sec. 35.44. - Required submittals for final plat.** The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include

#	Subject and purpose	Old text/ location	New text/ location
	Remove hardcopy requirement	final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments. (a) *General*. The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree. (b) *Plat Requirements*. The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided, showing the following information: (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida." (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie. (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets. (4) The location of all permanent reference markers (PRMs) in conformance with state statutes.	a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments. (a) *General*. The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree. (b) *Plat Requirements*. The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations~~. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided~~, showing the following information: (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida." (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie. (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets. (4) The location of all permanent reference markers (PRMs) in conformance with state statutes. (5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow. (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers. (7) The right-of-way lines, widths, and names of all streets and roads. (8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines.

#	Subject and purpose	Old text/ location	New text/ location
	Update to allow plats to be approved administratively Remove hardcopy requirement.	(5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow. (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers. (7) The right-of-way lines, widths, and names of all streets and roads. (8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines. (9) Lot lines and lot and block numbers. (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County. (11) Location and width of canals and waterways. (12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement. (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions. (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of Planning and Zoning Commission approval; of Board of County Commissioners' approval; and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes,	(9) Lot lines and lot and block numbers. (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County. (11) Location and width of canals and waterways. (12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement. (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions. (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of County ~~Planning and Zoning Commission~~ approval; ~~of Board of County Commissioners' approval;~~ and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes, (for corporations), or Chapter 689, Florida Statutes (for individuals). (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument. (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County." (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information." (c) *Engineering Drawings*. ~~Seven (7) copies each of f~~Final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division ~~at the same time as~~ prior to the Final Plat submittal:

#	Subject and purpose	Old text/ location	New text/ location
	Clarify engineering plans are approved prior to final plat- consistent with existing practice. Update terminology	(for corporations), or Chapter 689, Florida Statutes (for individuals). (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument. (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County"" (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information." (c) *Engineering Drawings.* Seven (7) copies each of final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division at the same time as Final Plat submittal: (1) Water system. Size, material, and location of water mains, plus valves and hydrants. (2) Sewer system. Size, material, and location of lines, with submittal of profile where required. (3) Storm water drainage facilities. (4) Bulkheads. (5) Streets. (6) Sidewalks, bicycle paths, and pedestrian paths. (7) Excavation and fill.	(1) Water system. Size, material, and location of water mains, plus valves and hydrants. (2) Sewer system. Size, material, and location of lines, with submittal of profile where required. (3) Storm water drainage facilities. (4) Bulkheads. (5) Streets. (6) Sidewalks, bicycle paths, and pedestrian paths. (7) Excavation and fill. (8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager. (d) *Preliminary Subdivision Plan.* A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan. (e) *As-Built Plot Plans.* Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process. (f) *Additional Required Legal Submittals.* The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate. (1) ~~*Bonds*~~ *Sureties*. (A) The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance ~~bond or bonds~~ surety or sureties in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the ~~Environmental Services~~ Utilities Department Director. In lieu of performance ~~bonding~~ surety, improvements may be installed following Final Plat approval and

#	Subject and purpose	Old text/ location	New text/ location
		(8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager. (d) *Preliminary Subdivision Plan*. A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan. (e) *As-Built Plot Plans*. Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process. (f) *Additional Required Legal Submittals*. The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate. (1) *Bonds*. (A) The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance bond or bonds in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance bond must be approved as adequate by the County Engineer, the Environmental Services Department Director. In lieu of performance bonding, improvements may be installed following Final Plat	preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance ~~bond~~ surety must be submitted to the County Engineer, the ~~Environmental Services~~ Utilities Department Director. The Plat cannot be recorded until the maintenance ~~bond~~ surety is approved by the County Engineer, the ~~Environmental Services~~ Utilities Department Director, and/or their designee. Said maintenance ~~bond~~ surety shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required. (B) ~~Bonding~~ Surety requirements may ~~also~~ be met by the following, but not limited to: (i) Escrow Deposit (ii) Cashier's Check (iii) Certified Check (iv) Others, as approved by the ~~Board of County Commissioners~~ County Attorney's Office and the authorized County Department or Board, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement. (v) All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County. (2) *Covenants*. Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording. (3) *Title Opinion*. A ~~certificate of ownership~~ title opinion, signed by a licensed attorney at law or an abstract company, in form approved by the County ~~Engineer~~ Surveyor, and ~~showing~~ including: (A) Verification that the parties ~~Parties~~ executing plat are owners of the land to be platted ~~embraced by the plat~~.
	Update department names		
	Update to allow plats to be approved administratively		
	Update personnel title		

#	Subject and purpose	Old text/ location	New text/ location
	Update terminology Remove requirement for addresses of new lots to be on the plat	approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance bond must be submitted to the County Engineer, the Environmental Services Department Director. The Plat cannot be recorded until the maintenance bond is approved by the County Engineer, the Environmental Services Department Director, and/or their designee. Said maintenance bond shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required. (B) Bonding requirements may also be met by the following, but not limited to: (i) Escrow Deposit (ii) Cashier's Check (iii) Certified Check (iv) Others, as approved by the Board of County Commissioners, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement. (v) All financial institutions or other sureties executing documents on behalf of the developer for compliance with the	(B) All mortgages, liens, easements, judgments or other encumbrances affecting the property to be platted. (C) ~~Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided p~~Proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid. (D) ~~Description of plat is correct~~ A legal description that includes the property to be platted. (E) Confirmation that ~~N~~no conflicting rights-of-way, easements, or plats exist. (F) Confirmation that no title defects exist or a report of those found. (G) Copies of all documents referenced in the title opinion. Title opinions cannot be based on a third-party property information report. ~~(4) *Public Disclosure.* In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.~~ (~~5~~4) *Documents, Deeds, Certificates and ~~Bond~~ Surety Forms*. All documents, deeds, certificates and ~~bond~~ surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes. (g) *Other Required Submittals*. (1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and

#	Subject and purpose	Old text/ location	New text/ location
	Renumber section	conditions hereunder must be acceptable to County. (2) *Covenants*. Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording. (3) *Title Opinion*. A certificate of ownership, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer, and showing: (A) Parties executing plat are owners of the land embraced by the plat. (B) All mortgages, liens, or other encumbrances. (C) Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid. (D) Description of plat is correct. (E) No conflicting rights-of-way, easements, or plats exist. (4) *Public Disclosure*. In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law,	Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage. ~~(2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.~~ ~~(3)~~(2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate. ~~(4)~~(3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits. ~~(5)~~(4) Copy of any required St. Johns River Water Management District Permit.

#	Subject and purpose	Old text/ location	New text/ location
		an affidavit attesting to said exemption shall be filed by the said person or entity. (5) *Documents, Deeds, Certificates and Bond Surety Forms*. All documents, deeds, certificates and bond surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes. (g) *Other Required Submittals*. (1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage. (2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system. (3)(2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate. (4)(3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits. (5)(4) Copy of any required St. Johns River Water Management District Permit.	
107		**PART 6. - DESIGN STANDARDS**	

#	Subject and purpose	Old text/ location	New text/ location
108	Update to allow for plats to b approved administratively	**Sec. 35.61. - General.** All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the Board finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code. ...	**Sec. 35.61. - General.** All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the ~~Board~~ Development Services Director finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code. ...
109	Update to allow for plats to b approved administratively	**Sec. 35.72. - Rural subdivision standards.** On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above. (a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the Planning and Zoning Commission may recommend and the Board may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.	**Sec. 35.72. - Rural subdivision standards.** On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above. (a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the ~~Planning and Zoning Commission may recommend and the Board~~ Development Servies Director may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.
110	New section created to		Sec. 35.73. Alternative Design Standards.

#	Subject and purpose	Old text/ location	New text/ location
	allow for voluntary alternative design standards		35.73.1. *Purpose and applicability*. The purpose of the Alternative Design Standards is to allow greater flexibility within single-family zoning districts. These Alternative Design Standards are allowed for projects of 2 (two) net buildable acres or greater seeking a Preliminary Subdivision Plan approval in the following zoning districts: R-1B, R-1, R-1A, and R-1AA. Projects using the Alternative Design Standards shall meet the following: (a) Subdivision Regulations. All projects must meet all applicable requirements in Chapter 35 Subdivision Regulations. The Alternative Design Standards shall be established at time of submission of the preliminary subdivision plan. (b) Open Space. At least 20% of the total area of the project shall be used for Open Space and shall meet the Open Space requirements of Sec. 30.14.2. (c) Connectivity. (1) Projects using these standards shall not be gated. (2) When a development has frontages on non-adjoining boundaries, at least one vehicular access point shall be required per each frontage, when feasible. Bicycle and pedestrian connections shall be required where a roadway connection is not possible. (3) Connection to adjacent streets is required where feasible. Feasibility will be based on presence of wetlands, waterbodies, or infrastructure corridors, etc,. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided. (4) Pedestrian walkways shall be provided to any adjacent right of way or trail. (d) Dimensional requirements. The alternative lot dimensions are as follows: a. There shall be no minimum lot size requirement, but all projects utilizing the Alternative Design Standards shall meet the density limits of the underlying Future Land Use designation.

#	Subject and purpose	Old text/ location	New text/ location
			<table><tr><td>Zoning Districts</td><td>R-1AA</td><td>R-1A</td><td>R-1</td><td>R-1B</td></tr><tr><td>Min. Parcel/Lot Width at Building Line</td><td>70’</td><td>50’</td><td>50’</td><td>50’</td></tr></table>
111		**PART 13. - RECORDING OF FINAL PLAT**	
112	Update terminology. Update language to allow plats to be approved administrativel y.	**Sec. 35.151. - Recording final plat.** The linen, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the Board of County Commissioners. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received. Sec. 35.152. - No recordation if not approved by Board of County Commissioners or governing body of municipality. No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the Board of County Commissioners. No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.	**Sec. 35.151. - Recording final plat.** The ~~linen~~ mylar, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the ~~Board of County Commissioners~~ Development Services Director. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received. Sec. 35.152. - No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee ~~or governing body of municipality~~. No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ the Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.~~
113	Update language to allow plats to be approved administrativel y.	**Sec. 35.152. - No recordation if not approved by Board of County Commissioners or governing body of municipality.** No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the Board of County Commissioners No plat within the	**Sec. 35.152. - No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee ~~or governing body of municipality~~.** No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ the Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be~~

#	Subject and purpose	Old text/ location	New text/ location
		corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.	~~recorded unless such plat has been approved by the governing body of such municipality.~~
114		**PART 18. - ENFORCEMENT PROVISIONS**	
115	Update language to allow plats to be approved administratively.	Sec. 35.201. - General. (a)Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the requirements of these regulations and has been approved in accordance with the requirements as herein provided. (b)No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the Board of County Commissioners in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court. (c)The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations. (d)No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.	Sec. 35.201. - General. (a)Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the requirements of these regulations and has been approved in accordance with the requirements as herein provided. (b)No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court. (c)The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations. (d)No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.
116		**Sec. 35.202. - Required improvements.** The Board of County Commissioners may enforce the improvement bond by resort to legal and equitable remedies if required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built,	**Sec. 35.202. - Required improvements.** The Board of County Commissioners may enforce the ~~improvement bond~~ surety by ~~resort to~~ any available legal and equitable remedies if the required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built, constructed, or maintained by Seminole County may be persecuted in accordance with applicable law. ~~shall be deemed guilty of a misdemeanor.~~

#	Subject and purpose	Old text/ location	New text/ location
		constructed, or maintained by Seminole County shall be deemed guilty of a misdemeanor.	
117		**Chapter 70 - DREDGE AND FILLING**	
118	Updates to this section are to exclude the primary walkway from boat dock calculation when the walkway is less than four feet wide. The purpose for this is to decrease the number of projects requiring public hearings. Projects exceeding the 1000 sq ft will now go to the Planning and Zoning Commission rather than the Board of County	**Sec. 70.6. - Permit application; procedures.** The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County: (a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter. (b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum: (1) The applicant's full name, address, and, if different, the name and mailing address of the property owner. (2) The date of application. (3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work. (4) The name, designation, or description of any and all affected bodies of water. (5) An accurate written description of the activity, its purpose, and intent.	**Sec. 70.6. - Permit application; procedures.** The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County: (a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter. (b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum: (1) The applicant's full name, address, and, if different, the name and mailing address of the property owner. (2) The date of application. (3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work. (4) The name, designation, or description of any and all affected bodies of water. (5) An accurate written description of the activity, its purpose, and intent. (6) The nature, type, and quantities of materials to be used. (7) The types of equipment to be used. (8) A description of the controls to be used to prevent or minimize water quality degradation.

#	Subject and purpose	Old text/ location	New text/ location
	Commissioners.	(6) The nature, type, and quantities of materials to be used. (7) The types of equipment to be used. (8) A description of the controls to be used to prevent or minimize water quality degradation. (9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent. (10) The time period of the construction or maintenance activity. (11) The estimated cost of the project. (c) Each application must be accompanied by the following submittals: (1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer. (2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place. (3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the	(9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent. (10) The time period of the construction or maintenance activity. (11) The estimated cost of the project. (c) Each application must be accompanied by the following submittals: (1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer. (2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place. (3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters. (4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners. (d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition, notices of the application will be mailed to all property owners within five hundred (500)

#	Subject and purpose	Old text/ location	New text/ location
		scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters. (4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners. (d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition, notices of the application will be mailed to all property owners within five hundred (500) feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper. (e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process. (f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners.	feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper. (e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process. (f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners. (g) The following project types require a public hearing before the Planning and Zoning Commission for granting or denying permits: (1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size, excluding the primary walkway from the shore to the boat dock, unenclosed boat house, or gazebo if the walkway does not exceed four (4) feet in width, is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water. (2) Enclosed boat houses of any size. (3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material. (4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or, after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter. (h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious

#	Subject and purpose	Old text/ location	New text/ location
		(g) The following project types require a public hearing for granting or denying permits: (1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water. (2) Enclosed boat houses of any size. (3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material. (4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or, after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter. (h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.	effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.
119		**Sec. 70.10. - General regulations.** (a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments.	**Sec. 70.10. - General regulations.** (a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments. (b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations.

#	Subject and purpose	Old text/ location	New text/ location
		(b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations. (c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit. (d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter. (e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms. (f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department. (g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met: (1) Such action is consistent with all applicable County land development regulations and state and federal law. (2) A site plan has been approved that is consistent with the floodplain ordinance. (h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of	(c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit. (d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter. (e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms. (f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department. (g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met: (1) Such action is consistent with all applicable County land development regulations and state and federal law. (2) A site plan has been approved that is consistent with the floodplain ordinance. (h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose. (i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not be placed within ten (10) feet of a property line. ~~However, upon application, and~~

#	Subject and purpose	Old text/ location	New text/ location
		trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose. (i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not be placed within ten (10) feet of a property line. However, upon application, and except where this Code requires a hearing before the Board of County Commissioners, the Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in Section 30.43(b)(3) of this Code and may impose appropriate conditions and safeguards in accordance with Section 30.43(b)(4) of this Code. (j) The Development Review Engineering Manager or the Board of County Commissioners may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following: (1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices. (2) To place speed restraints on equipment operations and confine operations to specified periods of time.	~~except where this Code requires a hearing before the Board of County Commissioners, the~~ The Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in Section ~~30.43(b)(3)~~ 30.3.3.2(b) of this Code and may impose appropriate conditions and safeguards in accordance with Section ~~30.43(b)(4)~~ 30.3.3.2(b)(4)of this Code. (j) The Development Review Engineering Manager or the ~~Board of County Commissioners~~ Planning and Zoning Commission may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following: (1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices. (2) To place speed restraints on equipment operations and confine operations to specified periods of time. (3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the ~~Board~~ Planning and Zoning Commission. (4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems. (5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed. (6) To use specific types of equipment while accomplishing the work. (k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.

#	Subject and purpose	Old text/ location	New text/ location
		(3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the Board. (4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems. (5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed. (6) To use specific types of equipment while accomplishing the work. (k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.	
120		**Chapter 90 - UNIFORM BUILDING NUMBERING SYSTEM**	
121		**Sec. 90.4. - Administration of the Uniform Addressing System.** (a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners. (b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners or occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be	**Sec. 90.4. - Administration of the Uniform Addressing System.** (a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners. (b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners ~~or~~and occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be delivered to the owner ~~or~~and occupant by one (1) of the following: (1) Certified mail, return receipt requested. (2) Posting same in a conspicuous place on the property. (3) Hand delivery.

#	Subject and purpose	Old text/ location	New text/ location
		delivered to the owner or occupant by one (1) of the following: (1) Certified mail, return receipt requested. (2) Posting same in a conspicuous place on the property. (3) Hand delivery. Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said notice shall direct the owner or the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners or occupants shall have thirty (30) days from receipt of the notice to come into compliance with this Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient. (c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building. (d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to insure that duplicate Street Names and numbers are prevented. (e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.	Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said notice shall direct the owner ~~or~~and the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners ~~or~~and occupants shall have thirty (30) days from receipt of the notice to come into compliance with this Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient. (c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building. (d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to ~~insure~~ ensure that duplicate Street Names and numbers are prevented. (e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.

#	Subject and purpose	Old text/ location	New text/ location
122		**Sec. 90.4. - Administration of the Uniform Addressing System.** ***Note:*** *No substantial changes proposed in this section. Please see Ordinance for changes.* *Changes in this section are to require the Seminole County Addressing Department to provide notices regarding the Address System to BOTH owners AND occupants. This is a voluntary change as requested by Addressing.*	**Sec. 90.4. - Administration of the Uniform Addressing System.**
123	Update to clarify what characters may be used for an address.	**Sec. 90.5. - Building and unit numbering.** All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines: (a)All addresses shall contain whole numbers only. Alpha/numeric and fractional addresses shall not be permitted. Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street. (b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures. ***	**Sec. 90.5. - Building and unit numbering.** All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines: (a)~~All addresses shall contain whole numbers only.~~ All address numbers shall be displayed using numerals only (e.g., "123 Main Street") and shall not include spelled-out numbers (e.g., "One Hundred Twenty-Three Main Street"). Alpha/numeric and fractional addresses shall not be permitted (e.g., "123 1/2 Main Street" or "123A/123 Main Street, Unit A"). Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street. (b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures. ***
124		**Sec. 90.5. - Building and unit numbering.** *** (C) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows:	**Sec. 90.5. - Building and unit numbering.** *** (C) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows: ***

#	Subject and purpose	Old text/ location	New text/ location
	Update to clarify this language pertains to commercial properties only. Add that address numbers shall be displayed on signs, in addition to fences, posts, and mailboxes. Update language for residential addresses signage requirements. Add language to address existing "vanity" addresses.	*** (7) If the main entrance of a building is not readily visible from the street, numbers shall be posted on the structure and at the entrance street or adjacent driveway to the building on both sides of a fence, post or mailbox. Authorization may be acquired from the Addressing Supervisor or designee in situations where these standards may not be appropriate. Any decisions made shall be based in the interest of emergency response. (8) Residential one (1) or two-family dwellings which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.	(7) For commercial structures, if ~~If~~ the main entrance of a building is not readily visible from the street, address numbers shall be posted on the structure and at the entrance street or adjacent driveway or as otherwise determined by the Addressing Authority. ~~to the building on both sides of a fence, post or mailbox.~~ Numbers shall be displayed on both sides of a fence, post, sign, or mailbox leading to the building. Authorization may be ~~acquired~~ obtained from the Addressing Supervisor or designee in ~~situations~~ cases where these standards may not be appropriate. Any decisions made shall be ~~based~~ in the interest of emergency response. (8) Residential one (1) or two-family dwellings that do not have address numbers plainly legible and visible from the street or road fronting the property shall also have the address numbers posted on both sides of a fence, post, sign, or mailbox located at the entrance to the property. ~~which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.~~ (9) For new and existing buildings with an address on a different street, sometimes referred to as a "vanity address," the street name must be displayed alongside the address numbers using the same size and style as required for address numbers. Both the address and street name shall be posted on both sides of a fence, post, sign, or mailbox in a location designated by the Addressing Authority.
125		**Sec. 90.10. - Subdivision, plaza and building names.** (a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial	**Sec. 90.10. - Subdivision, plaza and building names.** (a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial buildings, mobile home parks, and all developments requiring site

#	Subject and purpose	Old text/ location	New text/ location
	Update to clarify applications are approved by the Addressing Supervisor, consistent	buildings, mobile home parks, and all developments requiring site plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application. (b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process. (c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals). (d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous name posted on the property. If the plan approval expires, the name shall require additional review and approval at the time of resubmittal. Names may be	plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application. (b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process. (c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals). (d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous name posted on the property. If the plan approval expires, the name shall require additional review and approval at the time of resubmittal. Names may be reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal. (e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval by the Addressing Supervisor or designee ~~prior to being presented to the Board of County Commissioners adopting the name change.~~ Upon

#	Subject and purpose	Old text/ location	New text/ location
	with current practice.	reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal. (e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval prior to being presented to the Board of County Commissioners adopting the name change. Upon recording the adopted resolution, notification of affected parties shall be by established procedures.	~~recording the adopted resolution,~~ approval, notification of affected parties shall be by established procedures.

LDC Summary of Changes: Open Space

Note: *Since these sections have been significantly reorganized, the Ordinance may show an entire section to be new or removed. However, there are no new or removed sections, and any section shown to be new or removed have actually been relocated within the Code. This summary of changes shows the proposed language on the left and the purpose of the change on the right. The right column also includes clickable links to where the language originated from or was moved to.*

Current/Proposed	**Change**
30.14.2.1 Purpose and Applicability.	*No Change*
(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~	*Add clarity and readability*
1) active and passive recreation for residents, employees, and visitors of the development;	*Summary of intent, clarity*
2) conservation and restoration of natural systems and wildlife habitats; and	*Summary of intent, clarity*
3) preservation of community character through views of vegetation and natural features.	*Summary of intent, clarity*
(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.	*Remains the same*
(c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments~~	*Relocated and clarified in 30.14.2.5; "Use specific open space conditions"*

Current/Proposed	Change
~~shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~	
(d) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.	*Remains the same*
~~**30.14.2.2 Nonresidential Open Space.**~~	**30.14.2.2 Open Space in General.**
(A) Open space shall be located entirely within the boundaries of the development. For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.	Relocated from 30.14.2.2(b)
(B) Open space shall be maintained to preserve its required function(s) as follows:	Relocated from 30.14.2.2(c)
(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.	Relocated from 30.14.2.2(c)
(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.	Relocated from 30.14.2.2(c)
(C) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.	Relocated from 30.14.2.3(c)
~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation,~~	*This was relocated to 30.14.2.1(a)*

Current/Proposed	Change
~~aquifer recharge, and/or preservation of natural resources.~~	
~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~	*This is now stated in 30.14.2.2 Open Space in General in (A).*
~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~	*Relocated and clarified in 30.14.2.5(A); "Use specific open space conditions"*
~~(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:~~ ~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(2)*
~~(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(1)*
~~(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(3)*
~~(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and~~	*Relocated to 30.14.2.3 Types of Open Space.(D)(2)(f)*

LDC Summary of Changes: Open Space

Current/Proposed	Change
~~approved by the Natural Resource Officer or designee.~~	
~~(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:~~	*Relocated to 30.14.2.3 Types of Open Space.(C)*
~~(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and~~	*Relocated to 30.14.2.3 Types of Open Space.(C)(1)*
~~(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.~~	*Relocated to 30.14.2.3 Types of Open Space.(C)(2)*
~~(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.~~	*Relocated to 30.14.2.3 Types of Open Space.(A)(Table 2.3)*
~~(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.~~	*Relocated to 30.14.2.3 Types of Open Space.(B)*
~~(h) Site features noted in Section 30.14.2.5 may also be counted as open space.~~	*Relocated to 30.14.2.3 Types of Open Space.(A)*
~~**30.14.2.3 Residential Open Space.**~~	**30.14.2.3 Types of Open Space.**
~~(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all~~	*Relocated and clarified in 30.14.2.5; "Use specific open space conditions"*

Current/Proposed	Change
~~residents of a development and shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.~~	
(A) Site features noted in Table 2.3: Permitted Open Space Types may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:	*Clarified and consolidated* from 30.14.2.5 "Permitted Open Space Features." and from other sections
(B) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required open space; except that for non-residential developments of one (1) net buildable acre or less, only natural lakes and wetlands combined may account for the maximum of fifty (50) percent limitation and retention areas and buffers may account for up to one hundred (100) percent of the required open space.	*Clarified and consolidated* from 30.14.2.5 "Permitted Open Space Features." – footnotes*
(C) Natural lakes may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:	*Relocated* from 30.14.2.2(e)
(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and	*Relocated* from 30.14.2.2(e)(1)
(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.	*Relocated* from 30.14.2.2(e)(2)
(D) Stormwater retention ponds may be counted toward the minimum required Open Space, subject to the limitation in paragraph (B) and the following criteria:	*Relocated* from 30.14.2.2(d)
(1) The pond shall be accessible to all residents, employees and/or visitors.	*Relocated* from 30.14.2.2(d)(2)

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(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.	*Relocated* from 30.14.2.2(d)(2)
a. The pond shall have a curvilinear shape simulating a natural water body.	*Relocated* from 30.14.2.2(h)(3)
b. The pond shall have no steeper than a 4:1 slope with no fencing.	*Relocated* from 30.14.2.2(h)(2)
c. The pond shall be sodded or dressed with equivalent ground cover.	*Relocated* from 30.14.2.2(h)(1)
d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.	*Relocated* from 30.14.2.2(h)(4)
e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project, a total of four of the following features shall be required: i. Fountain ii. Stabilized walking path iii. Exercise equipment iv. Benches for seating v. Tot lot or mini-park vi. Nature interpretation stations vii. Pavilion or other shaded structures viii. Other features in addition to, or substituting	*Relocated* from 30.14.2.2(h)(7)

Current/Proposed	Change
for, the aforementioned may be approved by the Development Services Director if consistent with the intent of this Part.	
f. A littoral zone with plantings is required for wet ponds. i. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required. ii. landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.	*Relocated* from 30.14.2.2(h)(7)
(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.	*Relocated* from 30.14.2.2(d)(3)
(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).	*New section, allowing additional area to be counted.*
(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).	*Expansion of an already incorporated section of LDC (65.8). Consolidated to this section for clarity.*
(G) Utility easements can be counted as required Open Space only if allowed by the utility company benefitting from the easement.	*Relocated* from 30.14.2.5 "Permitted Open Space Features." – footnote****
~~(b) Open space shall be located entirely within the boundaries of the project. In no case shall the~~	*Relocated and clarified in 30.14.2.2(A)*

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~~required open space occupy any portion of a privately owned residential lot.~~	
~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~	*Relocated and clarified in 30.14.2.2(C)*
~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~	*Relocated and clarified in 30.14.2.5; "Use-Specific Conditions"*
~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~	*Relocated and clarified in 30.14.2.5(2)*
~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75)~~	*Relocated and clarified in 30.14.2.4(A)*

Current/Proposed	Change
~~square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~	
~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~	*Relocated in 30.14.2.2(B)(2)*
~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~	*Relocated in 30.14.2.3(D)*
~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~	*Relocated in 30.14.2.3(D)(2)(c)*
~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~	*Relocated in 30.14.2.3(D)(2)(b)*
~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~	*Relocated in 30.14.2.3(D)(2)(a)*
~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~	*Relocated in 30.14.2.3(D)(2)(d)*
~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~	*Relocated in 30.14.2.3(D)(3)*
~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~	*Relocated in 30.14.2.3(D)(f)(i)*
~~(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include~~	*Relocated in 30.14.2.3(D)(e)*

Current/Proposed	Change
~~other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:~~ ~~a. Fountain~~ ~~b. Stabilized walking path~~ ~~c. Exercise equipment~~ ~~d. Benches for seating~~ ~~e. Tot lot or mini-park~~	
~~(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:~~	*Relocated in 30.14.2.3(B)*
~~(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.~~	*Relocated in 30.14.2.3(C)(2)*
~~(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.~~	*Relocated in 30.14.2.3(C)(1)*
~~(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.~~	*Relocated in 30.14.2.3(A)(Table YY)*

LDC Summary of Changes: Open Space

Current/Proposed	Change
~~(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.~~	*Relocated in 30.14.2.3(B)*
~~(l) Required landscaped areas and buffers may not be credited toward the required open space area.~~	*Now an allowed credit; Relocated in 30.14.2.3(A)(Table YY)*
~~(m) Site features noted in Section 30.14.2.5 may also be counted as open space.~~	*Relocated in 30.14.2.3(A)(Table YY)*
~~**30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.**~~	**30.14.2.4 Standards for Open Space.**
Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.	Relocated and clarified from 30.14.2.4(i)
If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.	*New section which summarizes the accessibility of Open Space - was stated in previous sections*
Open space within a development must meet the following dimensional standards:	
(A) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.	*Relocated* from 30.14.2.3(f)
(1) Open space at least twenty (20) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.	*Relocated* from 30.14.2.3(f); clarified and added additional exemption options
(2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks	*Relocated* from 30.14.2.3(f)

Current/Proposed	Change
must contain waste disposal receptacles and appropriate signage.	
(3) Open Spaces adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.	*Relocated* from 30.14.2.3(h)(7)
(4) If less than seven thousand five hundred (7,500) square feet of open space is required, then all provided open space must be contiguous.	*Relocated* from 30.14.2.3(f)
(B) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:	*Relocated* from 30.14.2.4(e)
(1) Dog parks and playgrounds may be fenced for safety purposes.	*New language which gives additional options*
(2) Pools or other areas that must be fenced as required by state regulations.	*New language which gives additional options*
(3) Railings and other decorative features that are not intended to limit access are permitted.	*New language which gives additional options*
(C) Open space shall not contain storage areas or other service-related functions,	*Relocated* from 30.14.2.4(e)
(D) Open space shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.	*Relocated* from 30.14.2.4(e)
(E) Allowable features within recreational open space include but are not limited to: (1) Paved jogging and bicycling path; (2) Outdoor dining/seating areas not limited to patrons of a single business; (3) Outdoor recreation facilities; (4) Outdoor sculpture garden; (5) Decorative fountain, Interactive fountain; (6) Benches and shade; and (7) Plant conservatory.	*Relocated from 30.14.2.5 "Permitted Open Space Features" table*
~~(a) The purpose of open space in infill development, redevelopment, and mixed use~~	*Relocated in 30.14.2.2*

Current/Proposed	Change
~~developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.~~	
~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~	*Relocated in 30.14.2.2(A)*
~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~	*Relocated in 30.14.2.2(C)*
~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~	*Relocated in 30.14.2.5*
~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~	*Relocated in 30.14.2.4(B)*
~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~	*Relocated in 30.14.2.3(D)*
~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~	*Relocated in 30.14.2.3(D)(2)(c)*
~~(2) The pond shall be landscaped and configured in a manner that results in a~~	*Relocated in 30.14.2.3(D)(2)*

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~~visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~	
~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~	*Relocated in 30.14.2.5*
~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~	*Relocated and expanded in 30.14.2.3(B)*
~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~	**Removed**
~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as~~	**Removed**

Current/Proposed	Change
~~amenities when available for use and enjoyment by all residents or users of a development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.~~	
~~(k) Site features noted in Section 30.14.2.5 may be counted as open space.~~	*Relocated in 30.14.2.3(A)(Table YY)*
~~**30.14.2.5 Permitted Open Space Features.**~~ ***(Note: The existing table was simplified and replaced in** 30.14.2.3(A)(Table YY)*	**30.14.2.5 Use-Specific Conditions.**
30.14.2.5 Use specific open space conditions.	*New section name.*
(A) For single-family residential developments, the following conditions apply:	*Relocated from 30.14.2.3*
(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use**, unless the facility was not included in the overall open space calculation.**	*Relocated from 30.14.2.3(d)* *Note: The words "unless the facility was not included in the overall open space calculation" Is an addition.*
(2) Where intervening properties separate a dwelling unit from an area dedicated as open space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.	*Relocated from 30.14.2.3(e)*
(B) For multi-family, the following conditions apply:	*Relocated from 30.14.2.4*

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No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.	*Relocated from 30.14.2.3(d)*

New Table (*consolidated table of uses from each section*):

Table 2.3: Permitted Types of Open Space
100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

Removed Table (Now **30.14.2.4 Standards for Open Space.(F)**):

~~Feature~~	~~Nonresidential Open Space~~	~~Residential Open Space~~	~~Mixed-Use Infill, Redevelopment~~
~~100-year floodplain~~	~~Y*~~	~~Y*~~	~~Y*~~

~~Borrow pits~~	~~Y**~~	~~Y**~~	~~Y**~~
~~Clubhouse/admin. Offices fitness center~~	~~N~~	~~Y~~	~~Y~~
~~Curated art museums/galleries~~	~~N~~	~~N~~	~~Y~~
~~Decorative fountain, Interactive fountain~~	~~Y~~	~~Y~~	~~Y~~
~~Fitness center internal to the residential portion of a development~~	~~N~~	~~N~~	~~Y~~
~~Lakes~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Outdoor exercise trail~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor dining/seating areas not limited to patrons of a single business~~	~~Y~~	~~N~~	~~Y~~
~~Outdoor recreation facilities~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor sculpture garden~~	~~Y~~	~~Y~~	~~Y~~
~~Outparcels~~	~~N~~	~~N~~	~~N~~
~~Parking lots~~	~~N~~	~~N~~	~~N~~
~~Paved jogging and bicycling path~~	~~Y~~	~~Y~~	~~Y~~
~~Plant conservatory~~	~~N~~	~~N~~	~~Y~~
~~Platted residential lots~~	~~—~~	~~N~~	~~N~~
~~Power line easements~~	~~Y~~	~~Y****~~	~~Y~~
~~Power line easements or R/W containing trails or similar rec. amenities~~	~~Y~~	~~Y~~	~~Y~~
~~Private roads~~	~~N~~	~~N~~	~~N~~
~~Public plazas with benches and shade trees~~	~~Y~~	~~Y~~	~~Y~~
~~Public road R/W~~	~~N~~	~~N~~	~~N~~
~~Required buffer areas~~	~~Y~~	~~N~~	~~Y~~
~~Retention (amenitized per Code)~~	~~Y~~	~~Y~~	~~Y~~
~~Retention (not amenitized)~~	~~N~~	~~N~~	~~N~~
~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~

~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

Sec. 30.14.2. Open space.

30.14.2.1 Purpose and Applicability.

(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~

4) active and passive recreation for residents, employees, and visitors of the development;

5) conservation and restoration of natural systems and wildlife habitats; and

6) preservation of community character through views of vegetation and natural features.

(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.

(c) ~~The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section~~

~~30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

~~(d)~~ The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

Zoning District	Open Space Percentage
A-1	-
A-3	-
A-5	-
A-10	-
OP	25%
CN	25%
CS	25%
C-1	25%
C-2	25%
C-3	25%
M-1A	25%
M-1	25%
M-2	25%
PD	25%
PLI	25%
RC-1	-
R-1AAAA	-
R-1AAA	-
R-1AA	-
R-1A	-

LDC Summary of Changes: Open Space

R-1	-
R-1B	-
R-1BB	-
R-2	-
R-3	25%
R-3A	25%
R-4	25%
RM-1	25%
RM-2	25%
RM-3	25%
RP	25%
UC	25%

30.14.2.2 Open Space in General.

(A) Open space shall be located entirely within the boundaries of the development.

For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.

(B) Open space shall be maintained to preserve its required function(s) as follows:

(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.

(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.

(C) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.

30.14.2.3 Types of Open Space.

(A) Site features noted in Table 2.3: Permitted Types of Open Space may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:

Table 2.3: Permitted Types of Open Space

100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

(B) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required open space; except that for non-residential development of one (1) net buildable acres or less, only natural lakes and wetlands combined shall be subject to the maximum of fifty (50) percent limitation, and retention areas and buffers may account for up to one hundred (100) percent of the required open space.

(C) Natural lakes may be counted toward the minimum required open space area, subject to the limitation in paragraph (B) and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(D) Stormwater retention ponds may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) The pond shall be accessible to all residents, employees and/or visitors.

(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.

a. The pond shall have a curvilinear shape simulating a natural water body.

b. The pond shall have no steeper than a 4:1 slope with no fencing.

c. The pond shall be sodded or dressed with equivalent ground cover.

d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.

e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project a total of four of the following features shall be included:

i. Fountain

ii. Stabilized walking path

iii. Exercise equipment

iv. Benches for seating

v. Tot lot or mini-park

vi. Nature interpretation stations

vii. Pavilion or other shaded structures

viii. Other features in addition to, or substituting for, the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.

f. A littoral zone with plantings is required for wet ponds.

i. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required.

ii. Landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.

(4) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).

(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

(G) Utility easements can be counted as required open space only if allowed by the utility company.

30.14.2.4 Standards for Open Space.

Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.

If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.

Open space within a development must meet the following dimensional standards:

(A) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.
  (1) Open space at least twenty (10) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.
  (2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.
  (3) Open space adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.
  (4) If less than seven thousand five hundred (7,500) square feet of Open Space is required, then all provided open space must be contiguous.

(B) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:
  (1) Dog parks and playgrounds may be fenced for safety purposes.
  (2) Pools or other areas that must be fenced as required by state regulations.
  (3) Railings and other decorative features that are not intended to limit access are permitted.

(C) Open space shall not contain storage areas or other service-related functions,

(D) Open space shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.

(E) Allowable features within recreational open space include but are not limited to:
  (1) Paved jogging and bicycling path;

(2) Outdoor dining/seating areas not limited to patrons of a single business;
(3) Outdoor recreation facilities;
(4) Outdoor sculpture garden;
(5) Decorative fountain, Interactive fountain;
(6) Benches and shade; and
(7) Plant conservatory.

30.14.2.5 Use specific open space conditions.

(A) For single-family residential developments, the following conditions apply:

(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use, unless the facility was not included in the overall open space calculation.

(2) Where intervening properties separate a dwelling unit from an area dedicated as pen space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.

(B) For multi-family, the following conditions apply:

No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required Open Space for development.

~~30.14.2.2 Nonresidential Open Space.~~

~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~

~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~

(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:

(1) The pond shall be sodded or dressed with equivalent ground cover; and

(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.

(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.

(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.

(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.

(h) Site features noted in Section 30.14.2.5 may also be counted as open space.

30.14.2.3 Residential Open Space.

(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.

(b) Open space shall be located entirely within the boundaries of the project. In no case shall the required open space occupy any portion of a privately owned residential lot.

~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~

~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~

~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~

~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~

~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~

~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~

~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~

~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~

~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is~~

not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.

(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:

a. Fountain

b. Stabilized walking path

c. Exercise equipment

d. Benches for seating

e. Tot lot or mini-park

(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:

(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.

(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.

(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.

(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.

(l) Required landscaped areas and buffers may not be credited toward the required open space area.

(m) Site features noted in Section 30.14.2.5 may also be counted as open space.

30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.

(a) The purpose of open space in infill development, redevelopment, and mixed use developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.

~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~

~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~

~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~

~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~

~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~

~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~

~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~

~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities when available for use and enjoyment by all residents or users of a~~

development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.

(k) Site features noted in Section 30.14.2.5 may be counted as open space.

30.14.2.5 Permitted Open Space Features.

Feature	Nonresidential Open Space	Residential Open Space	Mixed-Use Infill, Redevelopment
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. Offices fitness center	N	Y	Y
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y
Outdoor dining/seating areas not limited to patrons of a single business	Y	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Parking lots	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	—	N	N
Power line easements	Y	Y****	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N

~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~
~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

~~Table notes:~~

~~Y = Permitted to be counted toward area requirements.~~

~~N = Not permitted to be counted toward area requirements.~~

~~*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.~~

~~**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(l).~~

~~***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.~~

~~****If allowed by utility company.~~

30.14.2.5 Permitted Open Space Features.

Feature	Nonresidential Open Space	Residential Open Space	Mixed-Use Infill, Redevelopment
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. Offices fitness center	N	Y	Y
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y
Outdoor dining/seating areas not limited to patrons of a single business	Y	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	—	N	N
Power line easements	Y	Y****	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N
Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools	Y	Y***	Y
Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails	Y	N	Y
Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails	Y	Y	Y
Upland common areas exceeding 40' in width	Y	Y	Y
Utility easements	Y	Y	Y
Wetlands	Y*	Y*	Y*

Table notes:

Y = Permitted to be counted toward area requirements.

N = Not permitted to be counted toward area requirements.

*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.

**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.

****If allowed by utility company.

LDC Summary of Changes: Buffering

Note: *Since these sections have been significantly reorganized, the Ordinance may show an entire section to be new or removed. However, there are no new or removed sections, and any section shown to be new or removed have actually been relocated within the Code. This summary of changes is shown in a strike-through/underline format to show the actual changes within each section.*

Sec. 30.14.~~4.~~3. Buffering requirements in general.

(a) Buffers are described in terms of required opacity, or the degree of screening between two (2) adjoining uses or activities. An opacity of 0.1 screens ten (10) percent of an object, while an opacity of 1.0 completely obscures the object from view during summer months after all required plants have reached maturity.

(b) Buffers shall be located on the outer perimeter of a development site but entirely within the property bounds of such site and shall not include right-of-way or areas that will be dedicated as right-of-way. Buffers may be placed within utility easements, subject to verification that the dedicated use of the easement does not conflict with the function of the buffer. The owner of the property shall be responsible for replacement of landscape materials damaged or removed by the placement or maintenance of utilities within such easements.

(c)Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with minimum possible interference with the buffering function, as determined by the Development Services Director.

(d) Buffers are required for the following situations:

(1) For new development adjacent to existing development, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the land use intensity of the adjacent use(s). Required opacities are shown in Section ~~30.14.7(a)~~ 30.14.5(a). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(2) For new development adjacent to vacant land, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the Future Land Use designation of the adjacent property as established by the Seminole County Comprehensive Plan. Required opacities are shown in Section ~~30.14.7(b)~~ 30.14.5(b).

Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(3) For new development adjacent to roads and right-of-way, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the functional classification of the road or right-of-way, unless otherwise provided in this code. An unimproved right-of-way shall be assumed to contain the most intense road classification for which it was designed. Required opacities are shown in Section ~~30.14.7(c)~~ 30.14.5(c). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~30.14.7.

(4) Landscape buffers for parking lots shall be provided in accordance with Section ~~30.14.8.~~30.14.10.

(5) Landscape buffers for storage or loading areas that represent a special nuisance shall be provided in accordance with Section ~~30.14.9.~~30.14.11.

(e) Existing natural vegetation may be used in place of a required wall, fence, and/or landscaping where such vegetation consists of canopy and understory trees that meet the minimum buffer component requirements and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet. The landscape plan for the development shall include protection measures to preserve the natural buffer area during and after site development. Nothing provided in this paragraph shall prohibit the removal of invasive species.

~~(f) Buffer criteria varying from the requirements of this Part may be authorized by the Board of County Commissioners through approval of a Master Development Plan within the Planned Development (PD) zoning District in accordance with Sec. 30.8.5 or through approval of a special exception under Sec 30.3.1.5. Variations from the provisions of this Part may reduce or increase required opacities, or specify alternative buffer concepts, as appropriate to the site under consideration. In all cases, the relevant Board shall find that approved variations ensure compatibility between adjoining land uses and are consistent with the Comprehensive Plan.~~

Sec. 30.14.~~6.~~4. Determination of land use classifications and intensities.

(a) This Section classifies uses according to their potential impacts on surrounding properties. The impacts of higher intensity may include greater impervious surface coverage, causing increased

stormwater runoff and reduced open space; increased bulk and height of buildings; increased traffic with associated noise and congestion; signs and exterior lighting visible from neighboring property; and late hours of operation. Under these regulations, a developer may either build at a lower intensity that minimizes nuisances to neighbors, or provide a ~~denser buffer~~ higher opacity if the land is developed at a greater intensity.

The range of intensity classes available to a use does not affect whether the use can locate on a site, but only how the use develops on that site. For example, an office use may meet the standards of any ~~of~~ land use intensity ~~classes~~ ratings V through IX, depending on building and site design. Performance standards are specified for each land use intensity ~~class~~ rating. Exceeding any single standard in a~~n~~ land use intensity ~~class~~ rating moves a use to the next higher intensity ~~class~~ rating.

(b) All land uses permitted by this Code are assigned a land use category for the purpose of determining buffering requirements. This classification system separates uses on the basis of the type and degree of "nuisance" or negative impact a use is likely to impose on adjacent properties. All uses within a use category are considered to have an equivalent impact on neighboring uses.

(c) A particular development or proposed development shall be assigned an intensity rating according to the table in paragraph (d) of this Section. Each land use category established in the table has one or more possible intensity ratings, depending on the specific characteristics of the site. The intensity rating for any site shall be determined by the elements that most appropriately measure intensity for a given land use category, such as, but not limited to, the impervious surface ratio (ISR), hours of operation, building height, ~~the floor area ratio (FAR),~~ and density.

~~The most extreme value for any measurement shall determine the intensity rating of the site.~~ To determine the site's land use intensity rating, the site's elements must fit within the parameters of the elements listed within the land use category. If the measurement of any listed element exceeds the amount within the land use intensity rating, the intensity rating shall increase to the next rating (II-IX). For example, the table below shows that an office or general commercial use has possible land use intensity ratings of V, VI, VII, VIII, and IX.

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~

LDC Summary of Changes: Buffering

~~Office~~ General Commercial and office										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
Height (feet)					15	25	35	50	50+	
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~=> 2.0~~		

An ~~single-story~~ office development having building height of fifteen (15) feet ~~an FAR of no more than 0.20~~ would have an intensity rating of V. However, a site with the same ~~FAR~~ building height with ~~a building height greater than twenty-five (25) feet and no more than thirty-five (35) feet~~ hours of operation exceeding 7 a.m.- 9 p.m.would have an intensity rating of VII.

(d) A particular development or proposed development shall be assigned an intensity rating according to the table:

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
Rural/Agricultural (East Rural Area Only)										
Gross Density	0.33									
Residential										
Gross Density		4.00	7.0	10.0 +		~~7.00~~	~~8.50~~	~~10.00~~	~~12.00~~	~~12.00+~~
~~Office~~										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75 +~~	

LDC Summary of Changes: Buffering

~~—Height (feet)~~					~~15~~	~~25~~	~~35~~	~~50~~	~~50+~~	
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~—-> 2.0 —-~~		
General Commercial and office										
~~—FAR~~					~~0.15~~	~~0.20~~	~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)					15	~~20~~25	~~25~~ 35	~~35~~ 50	50+	~~50+~~
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~—Hours of Operation~~					~~7:00 a.m.—9:00 p.m.~~			~~Unlimited~~		
~~Height/Setback~~					~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~	~~—-~~
Heavy Commercial										
~~—FAR~~							~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)							25	35	50	~~50+~~
Hours of Operation							7:00 a.m. —9:00 p.m.	Unlimited		
~~Height/Setback~~							~~1.0~~	~~2.0~~	~~> 2.0~~	~~—-~~
Light Industrial										
ISR							0.5	~~0.5~~.75	0.75 +	~~0.75~~
Height (feet)							35	~~35~~ 50	50+	~~50+~~
Hours of Operation							7:00 a.m. —9:00 p.m.	~~7:00 a.m.— 9:00 p.m.~~ Unlimited		~~Unlimited~~
~~Height/Setback~~								~~0.66~~	~~1.0~~	~~1.0+~~

Heavy Industrial									all	~~alt~~
Outdoor Recreation										
ISR		0.20	0.35	0.50	~~0.60~~ 0.70	~~0.70~~ 0.75	0.75+	~~0.75~~		
Height (feet)		15	20	25	~~35~~ 45	~~45~~ 50	50+	~~50+~~		
Institutional & Group Living										
~~ISR~~				~~0.20~~	~~0.30~~	~~0.45~~	~~0.60~~	~~0.75~~		
~~FAR~~				~~0.10~~	~~0.15~~	~~0.20~~	~~0.25~~	~~0.25+~~		
Height (feet)				~~15~~ 20	~~25~~ 35	~~35~~ 50	~~45~~ 50+	~~45+~~		
~~Height/Setback~~				~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		
Public Service										
ISR					~~0.20~~ 0.35	~~0.35~~ 0.50	~~0.50~~ 0.60	~~0.60~~ 0.65	~~0.65~~ 0.70 +	~~0.75~~
~~FAR~~					~~0.10~~	~~0.25~~	~~0.40~~	~~0.60~~	~~0.75~~	~~0.75+~~
Height (feet)					~~15~~ 25	~~25~~ 35	~~35~~ 45	~~45~~ 60	~~60~~ 60+	~~60+~~

Sec. 30.14.~~7.~~5. Required buffers.

(a) Buffers Adjacent to Developed Property. The standards in the table below address the opacity of the buffer required between proposed and existing uses. The rows show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on the adjoining parcel(s). Asterisks indicate that no buffer is required.

LDC Summary of Changes: Buffering

Required opacity shall be reduced by fifty (50) percent where the existing adjacent land use is a single-family home in a HIP, MXD, Industrial, Commercial, or Office future land use designation.

Required Opacity of Buffers Adjacent to Developed Sites											
		LUI Existing									
		I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
LUI Proposed	I	*	*	*	*	*	*	*	*	*	~~*~~
	II	0.2	*	0.1	0.2	0.3	0.4	0.5	0.6	0.7	~~0.8~~
	III	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	0.6	~~0.7~~
	IV	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	~~0.6~~
	V	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	~~0.5~~
	VI	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	~~0.4~~
	VII	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	~~0.3~~
	VIII	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.2	~~0.2~~
	IX	~~0.7~~0.8	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	~~0.2~~0.3	~~0.1~~0.2	*	~~*~~
	~~X~~	~~0.8~~	~~0.7~~	~~0.6~~	~~0.5~~	~~0.4~~	~~0.3~~	~~0.3~~	~~0.2~~	~~*~~	~~*~~

*No buffer required.

(b) Buffers Adjacent to Vacant Land. The standards in the table below address the opacity of the buffer required between proposed uses and vacant land. The rows show the proposed land use intensity of the subject property, while the columns contain the Future Land Use designation on adjoining parcel(s).

Vacant sites having an approved, unexpired ~~development plans~~ preliminary subdivision plan, master development plan, or site plan shall be evaluated as developed sites.

Required Opacity of Buffers Adjacent to Vacant Sites													
		LUI Existing											
		R-10, R-5, R-3, SE	LDR	MDR	HDR	COM	OFF	HIP	MXD	IND	REC	PUB	PD
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*	*	n/a
	II	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	III	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	IV	0.3	*	*	*	*	*	*	*	*	*	*	n/a
	V	~~0.3~~0.4	~~0.2~~ 0.3	*	*	*	*	*	*	*	*	*	n/a
	VI	~~0.4~~0.5	~~0.3~~ 0.4	*	*	*	*	*	*	*	*	*	n/a

	VII	~~0.5~~0.6	~~0.4~~ 0.5	*	*	*	*	*	*	*	*	n/a
	VIII	~~0.6~~0.7	~~0.5~~ 0.6	~~*~~ 0.2	~~*~~ 0.3	0.2	0.2	*	*	*	*	n/a
	IX	~~0.7~~0.8	~~0.6~~ 0.7	~~0.2~~ 0.3	~~0.3~~ 0.4	0.2	0.3	*	*	*	0.2	*	n/a
	~~X~~	~~0.8~~	~~0.7~~	~~0.3~~	~~0.4~~	~~0.3~~	~~0.4~~	~~*~~	~~*~~	~~*~~	~~0.3~~	~~*~~	~~n/a~~

*No buffer required.

(c) Buffers Adjacent to Streets.

(1) Chuluota Overlay Area Buffers. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, shall meet the buffering requirements. Residential uses within the Overlay area shall be consistent with Paragraph (2) below.

(2) Other Street Buffers. The standards in the table below address the opacity of the buffer~~yard~~ that is required along arterial, collector, and local streets or railroads.

Required Opacity of Buffers Adjacent to Roads					
		Arterial	Collector	Perimeter Local/ Regional Trail**	Railroad
LUI Proposed	I	*	*	*	*
	II	0.1	*	*	0.6
	III	0.1	0.1	0.1	0.6
	IV	0.2	0.1	0.1	0.5
	V	0.3	0.2	0.1	0.4
	VI	0.3	0.3	0.1	0.2
	VII	0.4	0.4 ~~0.3~~	0.1	0.1
	VIII	0.5~~0.4~~	0.5 ~~0.4~~	0.4~~0.2~~	*
	IX	0.5	0.5	0.5 ~~0.4~~	*
	~~X~~	~~0.5~~	~~0.5~~	~~0.5~~	~~*~~

*No buffer required.

**Buffers adjacent to trails can have trail amenities, such as wayfinding signage, benches, dog waste stations, water fountains, and bike racks.

(3) Landscape Materials. Plant Group "C," shall be used on all street buffers where overhead power lines are present. ~~In the event that canopy trees are required adjacent to power lines under a previously existing development order, developer's commitment agreement, PD master development plan, or other provision(s) of this Code, the Development Services Director may allow~~

~~the substitution of three (3) understory trees for each required one (1) canopy tree.~~ Under an existing development order, developer's commitment agreement, PD master development plan, or other provisions of this Code that require canopy trees adjacent to power lines, the Development Services Director may permit the substitution of three (3) understory trees for each required one (1) canopy tree.

30.14.~~7.1~~5.1. Buffer Requirements for M-1A, M-1 and M-2.

(a) Landscaping. As required by Sections ~~30.14.3—30.14.5~~ 30.14.3, 30.14.6 and 30.14.9 of the Land Development Code.

(b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

~~(c) Buffering shall comply with Part 14. In any case, where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.~~

Sec. 30.14.~~5.~~6. Standard buffer~~syards and permitted adjustments~~.

(a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section ~~30.14.7~~30.14.5.

Opacity	Standard Buffer~~yard~~ Width (ft.)	Number of Plant Units Groups per 100 feet	Structure Enhancement Required	~~Eligible for Adjustments**~~
0.1	10	1.00	None	~~No~~
0.2	10	2.00	None	~~No~~

LDC Summary of Changes: Buffering

0.2 (parking buffer)	10	1.00	3' masonry wall	~~No~~
0.3	15	~~2.60~~ 2.25	None	~~Yes~~
0.4	15	~~2.25~~ 2.50	~~3' hedge~~ None	~~Yes~~
0.5	25	2.70	~~6' masonry wall***~~ None	~~Yes~~
0.6	25	~~3.50~~ 2.90	~~6' masonry wall***~~ None	~~Yes~~
0.7	40	~~2.90~~ 3.20	6' masonry wall*~~**~~	~~Yes~~
0.8	50	~~3.20~~ 3.50	6' masonry wall*~~**~~	~~No~~
~~0.9*~~	~~50~~	~~3.20~~	~~6' masonry wall~~	~~No~~
~~1.0*~~	~~50~~	~~3.80~~	~~6' masonry wall~~	~~No~~

Notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.9.~~

~~**Subject to approval by the Development Services Director.~~

~~**~~***Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

~~(b) Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be~~

~~assumed to maintain the required opacities under Sections 30.14.7. These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements; however, the Development Services Director may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.~~

~~Permitted bufferyard adjustments shall be as follows:~~

~~(1) Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a reduction in landscape planting requirements. This reduction shall be applied equally to all plant types specified within the formula for the applicable plant group. In certain cases, the required buffer enhancement may be reduced as a result of increased buffer width. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.4~~	~~20~~	~~2.00~~	~~None~~
~~0.5~~	~~35~~	~~2.25~~	~~3' hedge~~
~~0.6~~	~~35~~	~~2.70~~	~~3' hedge~~
~~0.7~~	~~55~~	~~2.25~~	~~3' hedge~~

~~(2) Reduced Buffer Widths. Buffers having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement. This increase shall be applied equally to all plant types specified within the formula for the applicable plant group. An upgrade in buffer enhancement features shall also be required. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.3~~	~~10~~	~~3.00~~	~~3' hedge~~

~~0.4~~	~~10~~	~~2.50~~	~~3' open metal fence and 3' hedge~~
~~0.5~~	~~15~~	~~3.25~~	~~6' masonry wall*~~
~~0.6~~	~~20~~	~~4.00~~	~~6' masonry wall*~~
~~0.7~~	~~30~~	~~3.50~~	~~6' masonry wall*~~
~~*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.~~			

Sec. 30.14.~~11.~~7. Constrained site buffers.

Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:

The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or ~~Infill Site~~ irregularly shaped site	The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.
Resource ~~L~~limited ~~S~~site	The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.
~~Tree Preservation~~	~~Compliance with Chapter 60, Arbor Regulations, reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be permitted.~~

LDC Summary of Changes: Buffering

Based on required opacity, each constrained site buffer shall meet the applicable standard listed below:

Required Opacity	Buffer~~yard~~ Width (ft.)	Number of Plant Groups per 100 ft.	Type of Structure Enhancement Required
0.1	5	1.00	None
0.2	5	1.50	~~3 ft. hedge~~ None
Parking Buffer (0.2)	5	1.15	3 ft. masonry wall
0.3	5	1.40	None ~~5 ft. masonry wall**~~
0.4	10	2.15	None ~~6 ft. masonry wall**~~
0.5	15	2.45	6 ft. masonry wall*~~*~~
0.6	15	2.60	6 ft. masonry wall*~~*~~
0.7	25	3.65	6 ft. masonry wall*~~*~~ ~~4 ft. berm with 5 ft. hedge on top**~~
0.8	30	4.35	6 ft. masonry wall* ~~5 ft. berm**~~
~~0.9*~~	~~40~~	~~4.20~~	~~6 ft. berm**~~
~~1.0*~~	~~40~~	~~4.85~~	~~6 ft. berm**~~

Table notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

**Where a required wall or berm required is adjacent to a road, the Development Services Director may waive such wall or berm requirement or determine an appropriate alternative based on site visibility, public safety, and similar concerns.

Sec. 30.14.10.8. Calculating the buffer planting.

(a) The table below provides the plant material for a sample bufferyard. To calculate a bufferyard on a site, take the actual length of the bufferyard and divide by one hundred (100). Then multiply the result by the number of plant groups per one hundred (100) feet required by the table in Section 30.14.530.14.6. A sample calculation for opacity 0.2 is shown below.

Total Linear Feet		Hundreds of Linear Feet	Plant Units Groups Per 100'	Total Plant Groups	Standard Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	1	Canopy Tree =	(6.30) 7
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	2	Understory =	(12.60) 13
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	17	Shrub =	(107.10) 108

Table notes:

* (calculated figure) / rounded to next whole number

(b) The width of roads, driveways, or cross-access easements that interrupt a bufferyard shall not be counted in determining the total linear feet of the bufferyard. In some cases, it may be necessary to locate stormwater retention, utility facilities, or pedestrian/bicycle trails within a required buffer area due to the size, shape, or other characteristics of the development site. In these instances, the Development Services Director may adjust the location and design of the buffer to maintain the required opacity while meeting the unique needs of the subject property.

LDC Summary of Changes: Buffering

Sec. ~~30.14.3. Buffering.~~ 30.14.9. Plant Groups.

30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Group Options	Number	Plant Type
Plant Group A (Basic)	~~1~~ 2	Canopy
	1	Understory
	~~1~~	~~Evergreen~~
	11	Shrubs
Plant Group B (Basic)	1	Canopy
	2	Understory
	17	Shrubs
Plant Group C (Height Restricted)	5	Understory
	16	Shrubs
Plant Group D (Basic)	3	~~Evergreen~~ Canopy
	1	Understory
	13	Shrubs
Plant Group E (Low Level Visibility)	2	Canopy
	4	Shrubs

~~Note: See Section 30.14.16(b)(1) and (2) for minimum size at planting.~~

Notes:

(1) See Section 30.14.16(b)(1) and (2) for minimum size at planting.

(2) Any understory tree may be replaced by a canopy tree at the discretion of the applicant.

(3) Low level visibility describes circumstances on a side or rear buffer where, for maintenance or security reasons, plantings are located on the applicant property's side of a wall or fence.

(4) Upon a determination that the quantity of plants within a specific buffer area would result in plant density that would not be optimal for plant spacing, the Natural Resources Officer may approve an alternative location for excess plant material.

Sec. 30.14.~~8.~~10. Parking buffers.

A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section ~~30.14.7~~30.14.5.

Sec. 30.14.~~9.~~11. Nuisance buffer~~yard~~s.

Additional buffering in excess of that required in the tables above shall be required for the following:

(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.

(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a ~~berm or evergreen~~ hedge or wall of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.

Sec. 30.14.12. Maximum feasible buffer.

In cases of redevelopment or expansion of existing uses in which adequate site area for either the standard or constrained buffer~~yard~~ is not available, the Development Services Director may require that the maximum feasible buffer be installed on any property line where a buffer is needed. The maximum feasible buffer shall consist of a selection of plants and other buffer enhancement features that provide the most effective buffering possible in a given location where the required opacity cannot be met. As part of the maximum feasible buffer determination, the Development Services Director may restrict the intensity of the development by limiting parking, employment, hours of operation, etc.

Sec. 30.14.13. Parking lot landscaping.

(a) Landscaping required under this Section shall be installed in planting islands within a parking lot, or in adjacent planting areas not more than eight (8) feet from the edge of parking spaces or driveway aisles. All such planting areas shall be shown on required site plan(s) for the site.

(b) A total planting area of thirty (30) square feet per parking space shall be required for any parking area exceeding five (5) spaces. There shall be no more than twenty (20) parking spaces in a continuous row without one or more planting areas as required under this Section. Tree planting islands shall be a minimum of one hundred (100) square feet in size and eight (8) feet in width.

(c) Minimum landscaping shall consist of one (1) canopy tree or two (2) understory trees per two hundred (200) square feet of required planting area.

Sec. 30.14.14. Pedestrian access.

Pedestrian access to neighboring uses through a required buffer may be provided at the option of the abutting property owner(s). Such access shall be designed not to interfere with the screening function of the buffer.

Sec. 30.14.15. - Screening

The following provisions shall apply to mechanical equipment, refuse areas, and utilities visible from a residential district or Future Land Use Designation, or public rights-of-way:

(a) Screening of Refuse Facilities. All solid waste containers, except approved recycling containers, shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material consistent with the finish of the

primary building, as approved by the Development Services Director. Masonry walls shall have a finished surface on the exterior side. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent, and fasteners to keep them closed at all times except during refuse pick-up. The Development Services Director may require that a hedge or similar landscaping material surround the enclosure walls. The container and enclosure shall be oriented so that the opening faces away from public streets and adjoining properties. A concrete or asphalt pad of appropriate size and construction shall be provided as a base for the container. The container pad shall be at the approximate level of the service vehicle approach area so that the truck's loading mechanism can align with the container's sleeves. The screened enclosure shall not be located in any street right-of-way or required landscape buffer. Containers and enclosures shall be located to allow ease of access for collection trucks and direct access to drive areas. Straight-in or circular drives are encouraged to reduce truck maneuvering problems. No parking or other obstructions shall be permitted in front of such containers and enclosures. Hours of operation for emptying such containers may be specified during the site plan review process based on compatibility with adjacent properties to limit noise.

(b) Mechanical Equipment.

(1) All roof, ground and wall mounted mechanical equipment (e.g., air conditioning condensers, heating units, electrical meters, irrigation pumps, ice machines and dispensers, outdoor vending machines, propane tanks, displays, and refilling areas) shall be screened from view from a residential district or public rights-of-way at ground level on the property line.

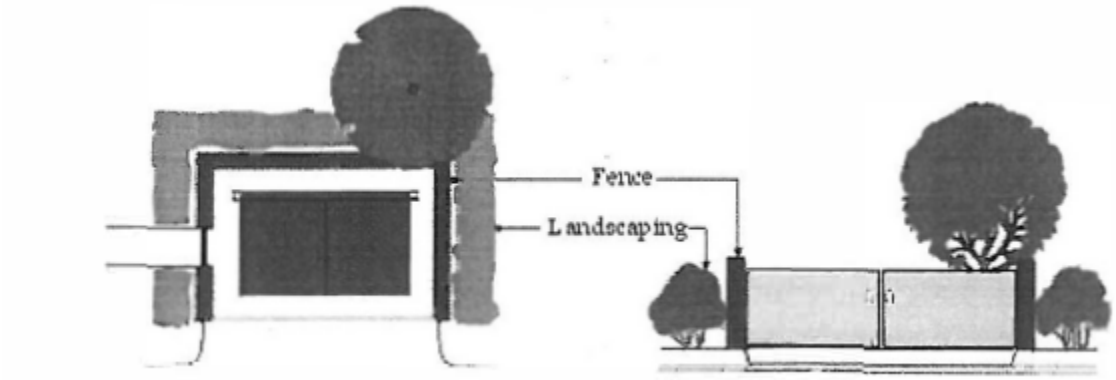
(2) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include decorative metal screening or louvers that are galvanized or painted to blend with the principal structure.

(3) Wall or ground-mounted equipment screening shall be constructed of:

Planting screens;

Brick, stone, reinforced concrete, or other similar masonry materials; or

Redwood, cedar, preservative pressure treated wood, or other similar materials.



(c) Utilities. Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the structure, up to eight (8) feet. Required access points to these utilities are exempt from the screening provisions.

~~(b)~~ (D) Refer to Part 9 for Pool Screen Enclosure standards.

Sec. 30.14.16. - General provisions for all landscaped areas.

Sec. 30.14.17. - Landscaping and traffic circulation.

Sec. 30.14.18. - Landscape plan and irrigation plan submittal requirements.

SEMINOLE COUNTY

MEMORANDUM

To: Jose Gomez, Department Director
Seminole County Development Services

From: Jessica Rossi, AICP, Senior Planner and Economist
Eliza Juliano, Project Manager
Kimley-Horn

Date: September 22, 2025

Subject: Density Bonus Review and LDC Recommendations

To assist Seminole County with determining appropriate density bonuses to achieve affordability goals, Kimley-Horn reviewed various resources for guidance on establishing the incentives and target income cohorts, as well as examples of policy approaches for flexible density implemented in other jurisdictions across Florida. This research informed Kimley-Horn's pro forma analysis for testing mixed-income development scenarios to estimate the number of additional units that would be required to offset the increase in affordable units. Ranges for density bonuses that would be most likely to attract developer interest in building projects that incorporate affordable units are also provided.

Implementing a density bonus to incentivize affordable housing requires careful consideration to ensure a balance between affordability for new developments and attractiveness for developers utilizing the bonuses. When determining which income levels to target with the density bonus and how to define the project eligibility requirements, Seminole County will need to consider market-specific factors, such as housing market strength and gaps, construction costs, and current zoning codes to define the objective for the policy and identify the most appropriate type of density bonus to achieve the objective.

It has been observed that few projects have moved forward under the County's prior affordable housing density bonus program, and that stronger incentives may be needed if the policies are to be effective at spurring the production of affordable housing. Recent updates to the comprehensive plan require the establishment of calculations for an affordable housing density bonus within the comprehensive plan as follows:

> **Policy FLU 4.2.2 Mixed-Use Developments (MXD) Land Use Designation (excerpt)**
>
> "A density bonus of up to 20 dwelling units per acre for the provision of housing affordable to low or very low-income households. The ratio of affordable units (by type) to bonus market-rate units shall be specified in the Land Development Code and adjusted no less than every five years based on market analysis."

The quantity of density bonuses are shown below in units per buildable acre (UPA). These bonuses are described within comprehensive plan Policy HSG 3.3 for the provision of units serving low and very low-income households:

Future Land Use District	Base Density	Bonus Density	Density with Bonus
LDR	4 UPA	3 UPA	7 UPA
MDR	10 UPA	2 UPA	12 UPA
HDR	20 UPA	2 UPA	22 UPA

The Seminole County Land Development Code (Sec. 2.3) defines Affordable Housing as follows:

> A dwelling unit occupied by a household of very low, low, or moderate-income, in which housing costs do not exceed thirty (30) percent of the household's gross income for an owner-occupant, and thirty-five (35) percent of gross income for a renter.
>
> - A very low income household earns fifty (50) percent or less of the area's median household income.
> - A low income household earns from fifty (50) to eighty (80) percent of the area's median income.
> - A moderate-income household earns from eighty (80) to one hundred twenty (120) percent of the area's median income.
>
> Housing costs include mortgage principal, interest, taxes, and insurance or, in the case of a renter, gross rent and utilities.

At this time, no changes to the Comprehensive Plan are being proposed. For the purpose of this update, the focus is on the consideration of the ratio of density bonus required to incentivize affordable housing, specifically for MXD. While this analysis is central to the update, additional data points are also provided to give a more complete picture of current housing conditions and to underscore why this matter is essential.

BEST PRACTICE RESEARCH

Income Requirements

Based on local housing gaps and the income cohorts most cost-burdened, specific market segment(s) must be identified to guide developers on the affordability range to be targeted in order to receive a density bonus. Density bonuses are typically created based on the Department of Housing and Urban Development (HUD) estimates for area median income (AMI). Generally, there are five commonly referred to categories for the AMI:

- Extremely Low-Income (30%) - households making thirty percent or less than thirty percent of the AMI

- Very Low-Income (50%) - households making fifty percent or less than fifty percent of the AMI
- Low-Income (60%) - households making sixty percent or less than sixty percent of the AMI
- Moderate-Income (80%) - households making eighty percent or less than eighty percent of the AMI
- Workforce-Income (120%) - households making 120 percent or less than 120 percent of the AMI

The “Workforce-Income” category is also sometimes broken down further or used as a range of income rather than a threshold. For example, Broward County defines workforce-income households as households that make less than 120 percent but more than 100 percent of the AMI, while households making more than 80 percent but less than 100 percent of the AMI are defined as “Moderate Workforce-Income”.

HUD defines a household to be cost-burdened when they spend more than thirty percent of their income on housing costs (e.g. rent or mortgage payments) and severely cost-burdened when they spend more than fifty percent of their income on housing costs. The Florida Housing Finance Corporation issues annual reports outlining income and rent limits based on median income in each county in Florida.

Income limits define the maximum income that a household can make annually to qualify for units deemed “affordable” under the criteria for that AMI category. The income thresholds for Seminole County are listed below based on the number of people living in the household.

Household Income Limits by Household Size, Seminole County, 2025

Source: Florida Housing Finance Corporation

AMI Category	1 Person	2 Person	3 Person	4 Person
30%	$22,140	$25,290	$28,470	$31,620
50%	$36,900	$42,150	$47,450	$52,700
60%	$44,280	$50,580	$56,940	$63,240
80%	$59,040	$67,440	$75,920	$84,320
120%	$88,560	$101,160	$113,880	$126,480

Rent limits are established to determine the thresholds to prevent households from becoming cost-burdened (spending more than 30% of their income on housing costs). The table below overviews the rent limits for Seminole County. These limits correspond to the household income limits established by the number of people in the household that were previously summarized.

Rent Limits by Floorplan Size, Seminole County, 2025

Source: Florida Housing Data Clearinghouse

AMI Category	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
30%	$553	$592	$711	$822	$917
50%	$922	$988	$1,186	$1,370	$1,528
60%	$1,107	$1,185	$1,423	$1,644	$1,834
80%	$1,476	$1,581	$1,898	$2,193	$2,446
120%	$2,214	$2,371	$2,847	$3,289	$3,669

Quick Facts (as of June 2025)

- Rental Housing: The average rent across all unit types and household sizes was $1,720 (CoStar).
- Homeownership: The average sales price in Seminole County was $444,250.

Average mortgage rates are not available as they are highly variable based on individual circumstances. Bankrate.com estimates a typical monthly payment for a sale price of $444,250 (including property taxes and homeowner's insurance) as $2,576 based on current interest rates and a 20% down payment. This exceeds the affordable rent limits listed above for all categories under 120% of average median income. This may underestimate the challenges facing low income buyers who are less likely to have a substantial down payment and may face higher interest rates, resulting in higher monthly payments.

Cost-Burden by Income

The table below provides a snapshot of housing cost burden among households in unincorporated Seminole County, broken down by income level as a share of the Area Median Income (AMI), and grouping them into three categories of housing cost burden: <30% (Not Burdened), 30.1%-50% (Cost Burdened) or >50% (Severely Cost Burdened). The table shows both the number and share of households impacted across income groups, illustrating the depth and concentration of affordability challenges in the county.

All Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			# HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**> 30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	5,669	6.5%	**19.6%**	587	450	4,632	**5,082**	10.4%	7.9%	81.7%	**89.6%**
30.01-50% AMI Very Low	7,994	9.1%	**24.5%**	1,646	1,964	4,384	**6,348**	20.6%	24.6%	54.8%	**79.4%**
50.01-80% AMI Low to Moderate	13,029	14.9%	**32.3%**	4,683	6,086	2,260	**8,346**	35.9%	46.7%	17.3%	**64.1%**
80.01-100% AMI Workforce	7,988	9.1%	**11.3%**	5,071	2,568	349	**2,917**	63.5%	32.1%	4.4%	**36.5%**
> 100% AMI Workforce+	52,811	60.4%	**12.3%**	49,635	2,816	360	**3,176**	94.0%	5.3%	0.7%	**6.0%**
Totals	87,491	100%	**100%**	61,622	13,884	11,985	**25,869**	70.4%	15.9%	13.7%	**29.6%**

Key Takeaways

- High burden at lowest incomes: Nearly 90% of extremely low-income households (≤30% of AMI) are cost burdened, with over 80% severely burdened.
- Low-income stress: About 4 in 5 very low-income households (30–50% of AMI) face cost burdens. Among low and moderate-income households (50–80% of AMI), nearly two-thirds (64%) are affected. While these income categories represent only 24% of the population, they represent more than half (56.8%) of cost-burdened households.
- Above-average income households less impacted: Only 6% of households above 100% AMI are cost burdened, showing the problem is concentrated among lower- and moderate-income residents.
- Concentration of burden: Households below 80% of AMI account for more than three-quarters of all cost-burdened households in unincorporated Seminole County.

Owner vs. Renter Households by Income Groups, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

Household (HH) Income	**Total HH**	**Owner**	**%**	**Renter**	**%**
≤ 30% AMI	5,669	2,702	47.7%	2,967	52.3%
30.01-50% AMI	7,994	4,312	53.9%	3,682	46.1%
50.01-80% AMI	13,029	7,622	58.5%	5,407	41.5%
80.01-100% AMI	7,988	5,266	65.9%	2,722	34.1%
> 100% AMI	52,811	41,676	78.9%	11,135	21.1%
Grand Total	87,491	61,578	70.4%	25,913	29.6%

The overall analysis demonstrates that nearly one-third of all households in unincorporated Seminole County are cost-burdened. A further breakdown by tenure, comparing owner households and renter households, provides details on the share of households experiencing cost burden and the extent of that burden by tenure.

Owner Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			# HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	2,702	4.4%	17.6%	353	381	1,968	2,349	13.1%	14.1%	72.8%	86.9%
30.01-50% AMI Very Low	4,312	7.0%	22.2%	1,338	1,054	1,920	2,974	31.0%	24.4%	44.5%	69.0%
50.01-80% AMI Low to Moderate	7,622	12.4%	29.1%	3,735	2,757	1,130	3,887	49.0%	36.2%	14.8%	51.0%
80.01-100% AMI Workforce	5,266	8.6%	12.5%	3,589	1,470	207	1,677	68.2%	27.9%	3.9%	31.8%
> 100% AMI Workforce+	41,676	67.7%	18.6%	39,183	2,161	332	2,493	94.0%	5.2%	0.8%	6.0%
Totals	61,578	100%	21.7%	48,198	7,823	5,557	13,380	78.3%	12.7%	9.02%	21.7%

Key Takeaways

- About 22% (13,380 of 61,578) of owners are cost-burdened.
- A high proportion of Seminole County households are owners (70%) with a majority of households owning their home in every income band except extremely low-income (≤30% of AMI).
- The majority of owner households at 80% of AMI or lower are cost-burdened with increased cost burden in lower income bands.
- Only 6% of owner households above the average median income (AMI) are cost-burdened.

Renter Households, Cost Burden by Income Group, Unincorporated Seminole County, 2023 Estimates
Source: Florida Housing Data Clearinghouse

	HH in Income Group			#HH with Housing Cost Burden				% HH with Housing Cost Burden			
Household (HH) Income	**# HH**	**Share of HH**	**Share of Burdened**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**	**≤ 30%**	**>30 - 50%**	**> 50%**	**All >30%**
≤ 30% AMI Extremely Low	2,967	11.4%	21.9%	234	69	2,664	2,733	7.9%	2.3%	89.8%	92.1%
30.01-50% AMI Very Low	3,682	14.2%	27.0%	308	910	2,464	3,374	8.4%	24.7%	66.9%	91.6%
50.01-80% AMI Low to Moderate	5,407	20.9%	35.7%	948	3,329	1,130	4,459	17.5%	61.6%	20.9%	82.5%
80.01-100% AMI Workforce	2,722	10.5%	9.9%	1,482	1,098	142	1,240	54.4%	40.3%	5.2%	45.6%
> 100% AMI Workforce+	11,135	43.0%	5.5%	10,452	655	28	683	93.9%	5.9%	0.3%	6.1%
Totals	25,913	100%	100%	13,424	6,061	6,428	12,489	51.8%	23.4%	24.8%	48.2%

Key Takeaways

- Nearly 48% (12,489 of 25,913) of renter households are cost-burdened, more than double the share of owners.
- A majority of households under 80% of AMI are cost-burdened, whether they own or rent, but a higher proportion of renters are cost-burdened than owners.
- Only 6% of renter households above 100% AMI are cost-burdened, similar to owners.

Project Eligibility

In addition to identifying the AMI categories to target, the County must also determine how the density bonus will be awarded and implemented. There are a variety of policy approaches that have been utilized, with some jurisdictions adopting specific eligibility requirements for projects seeking to benefit from flexible density. The density bonus incentive can be tailored based on the overarching goals for the policy intervention – where to incentivize development, what type of housing product, and which income cohorts will be served.

"Case by Case" Approach

Broader language within the code outlining density bonuses can allow for a "case-by-case" awarding of density bonuses, where the specifics of the bonus can be tailored to site conditions and feasibility. This approach provides greater control over development decisions for communities, although it comes at the cost of increased staff administration costs and reduced transparency in the development process that can deter potential investment.

Policy Examples

Pinellas County, Florida: Land development code outlines in Section 138-3211 that density bonuses "may be granted in accordance with the comprehensive plan and when it is demonstrated that the

development will be compatible with the surrounding neighborhood in terms of scale and building character".

Saint Lucie County, Florida: Policy 11.1.3.1 (County Incentives) states, "For projects that conform to the TVC Land Development Regulations and, additionally, provide affordable housing, workforce housing, or propose mixed-use development, the County may offer incentives such as, but not limited to, expedited permit review or density bonuses as established by the County Commission.

Standardized Approach

To provide a more defined and uniform approach to project eligibility requirements, more specific language can be used to clearly define the density bonus and factors that can increase or decrease the bonus granted based on specific characteristics of the development. This standardizes the process and reduces the uncertainty for developers. Bonuses can be awarded as simple, blanket increases for all projects which meet eligibility. Alternatively, they can be designed to provide further incentives for developments which meet additional criteria, such as transit proximity if aiming to increase affordable housing options near transit, or a sliding scale based on density, with greater density projects receiving larger bonuses in additional units per acre allowed.

To determine how many units must be developed within the affordability range, a density bonus must be identified. This can be in the form of a single threshold or multiple thresholds may be offered at different affordability levels. Nationally, the percentage of affordable units required typically ranges between 5-35%, with 10-25% being the most common.

An example of a single threshold eligibility requirement could be:

- At least 20% of units within a development must remain affordable to low-income households for a period of 20 years.

An example of using multiple thresholds for eligibility could be:

- At least 20% of units within a development must remain affordable to low-income households **OR** at least 10% of units within a development must remain affordable to very low-income households.

Multiple thresholds can be helpful by providing a "menu" of options that developers can select from based on what is most economical for them. However, having multiple thresholds can lead to higher administrative costs due to increased review time for staff.

Thresholds do not have to be percentage-based; they can be offered on a per-unit basis. In the case of Broward County, multiple thresholds are employed, and the additional total units granted for each affordable unit provided increase on a sliding scale, with greater density allowed for lower-income AMI categories. An example of this is:

- One (1) bonus "market rate" unit per every one (1) "workforce- income" unit
- Three (3) bonus "market rate" units per every one (1) "moderate workforce" unit

- Five (5) bonus “market rate” units per every one (1) “low-income” unit

Policy Examples for Blanket Increases

- *Volusia County:* Policy 5.1.6.2. outlines a flat 10% density increase for all developments which meet very low or low-income affordability requirements.
- *Collier County:* Land Development Code Section 2.06 outlines an increase from four units per acre to sixteen units per acre for developments that include provisions for affordable housing.

As previously mentioned, eligibility for density bonuses can also be tied to other characteristics of development and can be written to include or exclude other types of development based on what is appropriate for the area. This allows for maximum tailoring of the flexibility in density to specifically target the bonuses based on the type of development that is desired to be achieved by the bonus. Examples of these factors include:

- Tenure type – does the density bonus include both rental and for-sale properties?
- Construction type – does the density bonus apply only to new construction, or to redevelopment/rehabilitation as well? Are recognized sustainable building practices incentivized?
- Product type – does the density bonus apply to both single-family and multi-family housing? Is it tied to a specific zoning district or applicable throughout all zoning districts?
- Size limitations – does the density bonus apply to developments of all sizes? Is it capped at a specific number of units or acreage?
- Location – is the project located in a specific area or proximity to public infrastructure that is prioritized for expanding affordable housing options? Is it located in an area where housing development is discouraged, such as environmental protection or airport overlay districts?

Policy Example for Incentive-Based Increases

- *Santa Rosa County:* To incentivize additional workforce housing development, density bonuses scale upwards as the intensity of the zoning district for proposed development increases. This is outlined in the table below. The density bonus is not applicable in the Garcon Point Protection Area, the Bagdad Historic District Overlay, Category 3 Storm Surge Boundaries, and select Rural Areas.

Future Land Use Category	Maximum Dwelling Units Without Density Bonus	Maximum Dwelling Within Workforce Housing Density Bonus	Proposed Zoning District	Housing Uses
*Agriculture	1 unit per acre	3 units per acre	R1 (Single Family Residential)	Single-family Homes
*Single Family Residential	4 units per acre	10 units per acre	R2 (Medium Density Residential)	Single-family Homes, Multi-family Housing
*Medium Density Residential	10 units per acre	18 units per acre	R3 (Medium High Density Residential)	Single-family Homes, Multi-family Housing

- *City of Oviedo*: The City updated their density and intensity bonus for public benefit policy (Section 4.14) in 2024. For projects that meet multiple requirements for density and intensity bonuses, they may receive a combination of the bonuses, without exceeding maximum thresholds set in the Comprehensive Plan. Other public benefits incentivized besides affordable/workforce housing include green buildings, space that contributes to the public realm, preservation of historic structures, among others.

  The requirements and bonuses for affordable and workforce housing development include:

  (a) For each workforce/moderate-income housing unit (80-120% AMI)
  - i. One half (0.5) of a bonus unit
  - ii. Two thousand five hundred (2,500) square feet

  (b) For each low-income housing unit (50-80% AMI)
  - i. Four (4) bonus units
  - ii. Five thousand (5,000) square feet

  (c) For each very low-income housing unit (<50% AMI)
  - i. Six (6) bonus units
  - ii. Five thousand (5,000) square feet

  (d) In select zoning districts (Marketplace, Gateway West Core, Downtown Core, Downtown Transition, and West Mitchell Hammock Corridor), the residential density bonuses described in (a) through (c) are doubled.

Alternative Approaches

In some cases, a density bonus ordinance may give developers the option to pay an “in-lieu” fee to receive the density bonus. The purpose of this fee is to generate revenue which can go directly to affordable housing programs, such as local housing trust funds, community land trusts, and other inclusionary zoning programs.

Establishing Restrictive Covenants

To assure units within a proposed development remain affordable, restrictive covenants should be established as a part of the creation of a density bonus agreement. The most common way to do this is through deed restrictions, which bind development to a set period where units must remain within the affordability limit. This is typically either 20 or 30 years.

SAMPLE PROJECT PROFORMA ANALYSIS

As part of this task, Kimley-Horn used a hypothetical sample project to test the impact of density bonuses on a rental multifamily project in Seminole County. Pro forma inputs like market-rate rent assumptions were derived from the Density Financials memorandum prepared by Kimley-Horn as part of an earlier phase of work supporting the Land Development Code. Base assumptions are described as part of each test case, with the only variable being the targeted income level that the incentives are trying to achieve. It should be noted that the densities required to make the inclusion of affordable units financially viable will vary on a case-by-case basis, which is driving many jurisdictions to review the impacts individually as described above.

Market-Rate Sample Project Base Assumptions

A sample market-rate multifamily project includes the assumptions in the following table. This project is used as the base case for comparison against the three scenarios that include different levels of affordable units. The 300-unit project is assumed to have a unit mix of 40% one-bedroom units, 50% two-bedroom units, and 10% three-bedrooms. In the base assessment, all the units are assumed to be market-rate, resulting in an average monthly rent of $1,950, or $2.12 per square foot.

Market-Rate Project Assumptions, 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	120	40.0%	725	$1,800	$2.48
2 Bedroom	150	50.0%	1,000	$2,000	$2.00
3 Bedroom	30	10.0%	1,300	$2,300	$1.77
Total/Avg.	300	100.0%	920	$1,950	$2.12

For this planning-level analysis, the costs of operating expenses per unit were held constant across the three sample projects, as well as the assumptions shown to the right. In the market-rate base case, the initial yield is estimated at 7.3%. Initial yield is defined as the net operating income divided by the total

Pro Forma Assumptions

Land Cost:	$80,000/acre
Building Efficiency:	85%
Absorption Pace:	12 units/month
Stabilized Occupancy:	7%
Loan to Cost Ratio:	75%
Construction Loan:	6%
Inflation:	2025 constant $

development cost. A 7% yield is a widely adopted investment performance threshold in the multi-family industry.

Ultimately, the project is assumed to be sold after five years at a capitalization rate of 8.0%. Capitalization rates are the ratio between the annual net operating income produced by an asset and its current market value. Construction costs, which have increased significantly in recent years, are projected based on product type and summarized in the next section.

Based on the outlined pro forma assumptions and a density of 13 units per acre, a 7.3% yield is achieved for the base market-rate scenario at $1,950 per month, or $2.12 per square foot. The total project cost for the test site is estimated at $62.3 million. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $4.5 million. This equates to an initial yield of 7.30%.

Market-Rate: Financial Summary

Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$4,550,656	
Initial Yield (Overall)	7.30%	

Sample Project #1: 10% Moderate-income (80% AMI)

Under the first sample project, 10% of the units are reserved for residents earning 80% AMI, $59,040 for a single-person household. This would restrict rents on these units to between $1,476 for a studio unit to $2,193 for a three-bedroom. As previously noted, the pro forma analysis focuses on a multifamily rental development. This approach will provide an apples-to-apples comparison of the impact of including affordable units as multifamily revenue and expenditure streams are well-documented. Most assumptions are held constant across each sample project to clearly demonstrate the impact of including the affordable units and the incentive that increased density could provide.

As shown below, the first sample project includes 10% of the units at 80% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,935, or $2.10 per month. The average monthly rent is 1% lower than the market-rate base case.

Project Assumptions, Sample Project #1 (80% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	18.8%	725	$1,800	$2.48
1 Bedroom AFF	12	2.1%	725	$1,581	$2.18
2 Bedroom	135	23.4%	1,000	$2,000	$2.00
2 Bedroom AFF	15	2.6%	1,000	$1,898	$1.90
3 Bedroom	27	4.7%	1,300	$2,300	$1.77
3 Bedroom AFF	3	0.5%	1,300	$2,193	$1.69
Total/Avg.	300	52.1%	920	$1,935	$2.10

With no density incentive, including 10% of units at an AMI of 80% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 80% AMI results in a lower 6.29% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #1: Financial Summary (No Incentive)		
Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	6.29%	

As shown below, increasing the density allowance to 18 units/acre provides enough units to offset the inclusion the 10% affordable units at 80% AMI. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics, which inlclude elevated interest rates and above historical average construction costs.

Sample #1: Financial Summary (Density Incentive)		
Density	18 units/acre	
Equity Investment	$20,461,020	25.0%
Loan Amount	$61,383,060	75.0%
Total Project Cost	**$81,844,080**	
NOI – Year 1	$6,003,093	
Initial Yield (Overall)	7.33%	

Sample Project #2: 10% Low-income (50% AMI)

The second sample project focuses on including 10% of the units at a lower 50% AMI. A single-person household at 50% AMI earns $36,900 per year based on regional standards. This would restrict rents on these units to between $922 for a studio unit to $1,370 for a three-bedroom.

As shown below, the first sample project includes 10% of the units at 50% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,868, or $2.03 per month.

Project Assumptions, Sample Project #2 (50% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	36.0%	725	$1,800	$2.48
1 Bedroom AFF	12	4.0%	725	$988	$1.36
2 Bedroom	135	45.0%	1,000	$2,000	$2.00
2 Bedroom AFF	15	5.0%	1,000	$1,186	$1.19
3 Bedroom	27	9.0%	1,300	$2,300	$1.77
3 Bedroom AFF	3	1.0%	1,300	$1,370	$1.05
Total/Avg.	300	100.0%	920	$1,868	$2.03

With no density incentive, including 10% of units at an AMI of 50% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 50% AMI results in a lower 5.89% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #2: Financial Summary (No Incentive)

Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	5.89%	

As shown below, increasing the density allowance to 27 units/acre provides enough units to offset the inclusion the 10% affordable units. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics.

Sample #2: Financial Summary (Density Incentive)

Density	27 units/acre	
Equity Investment	$28,994,770	25.0%
Loan Amount	$86,984,331	75.0%
Total Project Cost	**$115,979,081**	
NOI – Year 1	$8,349,911	
Initial Yield (Overall)	7.21%	

Sample Project #3: 10% Very-low-income (30% AMI)

The third sample project focuses on including 10% of the units at 30% AMI. A single-person household at 60% AMI earns $22,140 per year based on regional standards. This would restrict rents on these units to between $533 for a studio unit to $822 for a three-bedroom.

As shown below, the first sample project includes 10% of the units at 30% AMI target rents, spreading the units evenly across all three-bedroom types. This results in a weighted average monthly rent of $1,823, or $1.98 per month.

Project Assumptions, Sample Project #3 (30% AMI), 2025

Source: Kimley-Horn

Unit Type	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom	108	36.0%	725	$1,800	$2.48
1 Bedroom AFF	12	4.0%	725	$592	$0.82
2 Bedroom	135	45.0%	1,000	$2,000	$2.00
2 Bedroom AFF	15	5.0%	1,000	$711	$0.71
3 Bedroom	27	9.0%	1,300	$2,300	$1.77
3 Bedroom AFF	3	1.0%	1,300	$917	$0.71
Total/Avg.	300	100.0%	920	$1,823	$1.98

With no density incentive, including 10% of units at an AMI of 30% reduces the overall rental points in a way that limits the financial viability of the project. At a density of 13 units per acre, including 10% of the units at 30% AMI results in a lower 5.18% yield. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $3.9 million. These metrics are not likely enough to attract private investment without incentive.

Sample #3: Financial Summary (No Incentive)

Density	13 units/acre	
Equity Investment	$15,584,591	25.0%
Loan Amount	$46,753,774	75.0%
Total Project Cost	**$62,338,365**	
NOI – Year 1	$3,919,341	
Initial Yield (Overall)	5.18%	

As shown below, increasing the density allowance to 30 units/acre provides enough units to offset the inclusion the 10% affordable units. Densities below this threshold maintain a challenge for private investment to be financially viable based on current metrics.

Sample #3: Financial Summary (Density Incentive)

Density	30 units/acre	
Equity Investment	$35,090,306	25.0%
Loan Amount	$105,270,919	75.0%
Total Project Cost	**$140,361,225**	
NOI – Year 1	$9,661,836	
Initial Yield (Overall)	7.13%	

Sample Project Density Bonus Summary

The following table summarizes the findings of the sample test cases on a rental multifamily property. These findings provide guidance on the general level of incentives that would be needed to increase project densities enough to support attainable housing goals. These findings are specific to rental multi-family housing as a way to make an apples-to-apples comparison across a variety of affordability assumptions. More specific analyses of product types and zoning densities should regularly be assessed to confirm relevance and feasibility as market conditions change.

Summary of Pro Forma Testing Results for Density Incentives, 2025

Source: Kimley-Horn

Test Scenario	Share Market Rate	Share 80% AMI	Share 50% AMI	Share 30% AMI	Assumed Units	Assumed Density	Yield	Feasible?
Base	100%	0%	0%	0%	300	13 DUA	7.30%	Y
Sample 1 (No Incentive)	90%	10%	0%	0%	300	13 DUA	6.29%	N
Sample 1 (Incentive)	90%	10%	0%	0%	400	18 DUA	7.33%	Y
Sample 2 (No Incentive)	90%	0%	10%	0%	300	13 DUA	6.01%	N
Sample 2 (Incentive)	90%	0%	10%	0%	620	27 DUA	7.21%	Y
Sample 3 (No Incentive)	90%	0%	0%	10%	300	13 DUA	5.18%	N
Sample 3 (Incentive)	90%	0%	0%	10%	700	30 DUA	7.13%	Y

RECOMMENDATIONS

The primary purpose of this effort is to establish the density bonus for the provision of affordable housing in the MXD future land use as required by recent updates to Policy FLU 4.2.2.

The Land Development Code currently includes Sec. 30.9.7: Alternative Density Option for Affordable Housing, abbreviated (ADO). It is recommended that the MXD bonus material be added to this section of the Code, which also includes standards for approval of ADO projects and requires the preparation of an affordability agreement.

Recommended Ratios for Affordable Housing in MXD

Ratios of affordable housing to bonus units were calculated based on the Pro Forma Testing Results as follows:

-	Total Units	Bonus Units	Market Rate Units	Affordable Units	Bonus Units per Affordable Unit
Market Rate	300	0	300	0	n/a
10% of Units at:	-	-	-	-	-
Low Income: 80% AMI	400	100	360	40	2.5
Very Low Income: 50% AMI	620	320	558	62	5.2
30% AMI	700	400	630	70	5.7

Because the affordable units are included in the bonus units, a ratio of 2 would mean that one bonus market-rate unit is created for each bonus affordable unit. Higher ratios indicate that more than one bonus market rate unit is created for every affordable unit. The ratios in the table above labeled "Bonus Units per Affordable Unit (Calculated)" estimates the minimum ratio required for the provision of affordable units by the private market without direct financial subsidies based on the Pro Forma Testing Results.

The "Bonus units per affordable rental unit" in the table below are based on the calculated ratios from the "Pro Forma Testing Results" rounded up to the nearest 0.5 units for ease of implementation. In order to provide additional incentives for the provision of ownership units, an enhanced bonus is recommended for ownership units.

As a result of this analysis, the following ratios are recommended for MXD.

Unit Type	Bonus units per affordable rental unit	Bonus units per affordable ownership unit	Maximum Total Bonus
Low-income (<80%)	2.5	4	20 DU/acre
Very-low-income (<50%)	5.5	7	

The base density for MXD varies depending on factors described in the comprehensive plan and ranges from 30 units per acre to 60 units per acre. This method could result in the following distribution of affordable units in MXD:

Bonus Density: 20 Units per Acre	Bonus units per affordable unit	Affordable units as a % of bonus	Approx. affordable units as % of project
Density with Bonus: 50 UPA	-	-	-
Low-income Rental	2.5	40%	16.0%
Low-income Ownership	4	25%	10.0%
Very-low-income Rental	5.5	18%	7.3%
Very-low-income Ownership	7	14%	5.7%
Density with Bonus: 80 UPA	-	-	-
Low-income Rental	2.5	40%	10.0%
Low-income Ownership	4	25%	6.3%
Very-low-income Rental	5.5	18%	4.5%
Very-low-income Ownership	7	14%	3.6%

Increasing the incentive ratio for an outcome, such as very low-income units or ownership units, increases the likelihood of provision of such units but decreases the number of units provided as a percentage of any given project. This could still increase the number of affordable units created in any given category in comparison to an incentive that theoretically produces a higher percentage of units per project, but results in fewer projects creating units of the desired type.

Comparison of Calculation Methods

Ratios of affordable housing to bonus units can be expressed as a multiplier ratio, e.g., 2.5 bonus units per affordable unit. They can also be expressed as a percentage. If 2.5 bonus units are provided per affordable unit, then 40% of the bonus units are affordable. The benefit of using a ratio rather than a percentage is that it is easier to mix unit types if applicants are expected to mix low-income and very low-income units. Applicants could also mix rental and ownership units, though this is less likely in practice. The use of a percentage may be easier for applicants to interpret or may be appropriate where there are no separate ratios for low-income and very low-income units.

If the percentage approach is selected in some or all cases, the use of a percentage of bonus units, rather than a percentage of the total project, ensures that the number of required affordable units does not exceed the number of bonus units.

Methodology Applied to LDR, MDR, and HDR

While the focus of this effort is MXD, the ADO currently addresses affordable housing within LDR, MDR, and HDR. This section applies to properties assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications.

The comprehensive plan establishes maximum bonus densities for LDR, MDR, and HDR as shown below. The percentages of the bonus are calculated. MXD is also shown for comparison.

Future Land Use District	Base Density	Density with Bonus	Bonus as % of base density	Bonus as % of max. density
LDR	4 UPA	7 UPA	75%	43%
MDR	10 UPA	12 UPA	20%	17%
HDR	20 UPA	22 UPA	10%	9%
MXD (opt. 1)	30 UPA	50 UPA	67%	40%
MXD (opt. 2)	60 UPA	80 UPA	33%	25%

The ADO establishes density bonuses as shown in the table below based on affordable units as a percentage of the total project. These bonuses correspond to the available bonus range for LDR. The effective ratio of affordable to bonus units has been calculated to provide a basis of comparison with the recommendations for MXD. For the calculation, it is assumed that an applicant will select the minimum required affordable units:

Percentage of Low-income or Very-low-income Housing Units (minimum)	Maximum Dwelling Units (DUS) Per Buildable Acre	Ratio of Bonus Units to Affordable Units (Calculated)
10 to 15 percent	5 DUS/acre	2
15 to 20 percent	6 DUS/acre	2.2
20 to 30 percent	7 DUS/acre	2.1

The incentives in the current code may be too low to incentivize the creation of affordable units as the ratio in each case is less than 2.5, which was the ratio established for low income units in the Pro Forma Analysis. This conclusion is supported by the lack of applicants seeking to use this incentive bonus. This category has the highest likelihood of creating ownership units, which the Board of County Commissioners indicated as desirable, and which would support providing a higher bonus.

While the ADO appears includes zoning districts that corresponds to MDR and HDR, the standards for development flexibility and the calculations do not appear to address MDR and HDR. If a 10% requirement for affordable housing units were applied to the HDR bonus (currently the minimum for LDR), this would result in a negative ratio of 0.9, meaning that an applicant would lose 1 market rate unit for every 11 affordable units created.

If the ratios developed for MXD were applied to LDR, MDR, and HDR, the following would apply:

-	Bonus units per affordable unit	Affordable units as a % of bonus	Approx. affordable units as % of project
LDR: 7 UPA (3 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	17.1%
Low-income Ownership	4	25%	10.7%
Very Low-income Rental	5.5	18%	7.8%
Very Low-income Ownership	7	14%	6.1%
MDR: 12 UPA (2 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	6.7%
Low-income Ownership	4	25%	4.2%
Very Low-income Rental	5.5	18%	3.0%
Very Low-income Ownership	7	14%	2.4%
HDR: 22 UPA (2 UPA bonus)	-	-	-
Low-income Rental	2.5	40%	3.6%
Low-income Ownership	4	25%	2.3%
Very Low-income Rental	5.5	18%	1.7%
Very Low-income Ownership	7	14%	1.3%

Recommended Bonuses for LDR, MDR, and HDR

As a result of the analysis above, the bonuses shown below are recommended for LDR, MDR, and HDR.

The same ratios are proposed for LDR as for MXD. Because the proportion of the bonus to base density (67% for MXD low, 75% for LDR) is in a similar range, the resulting yield of affordable units as a percentage of the project is similar. This results in a base bonus slightly higher than the existing bonus, with stronger incentives for ownership units and units serving very low-income households.

Because the ratios proposed for MXD would result in projects with less than 5% affordable units for all projects in HDR and most categories in MDR, as constrained by the maximum bonuses in the comprehensive plan, a lower ratio is proposed, and no additional categories are proposed for very-low-income units. This lower ratio could decrease the desirability of this incentive for applicants; however, the value of projects with well under 5% affordable units may not be worth the management burden of reviewing and monitoring. During a future comprehensive plan update, it may be advised to consider higher bonus densities in these categories if there is a desire for the provision of more affordable units as a percentage of total project units.

-	Bonus units per affordable unit	Affordable units as a % of bonus units	Estimated affordable units as a percentage of project (informational only)
LDR: 7 UPA (3 UPA Bonus)	-	-	-
Low-income Rental	2.5	40%	17.1%
Low-income Ownership	4	25%	10.7%
Very Low-income Rental	5.5	18%	7.8%
Very Low-income Ownership	7	14%	6.1%
MDR: 12 UPA (2 UPA Bonus)	-	-	-
Low-income Rental	2	50%	8.3%
Low-income Ownership	3	33%	5.6%
HDR: 22 UPA (2 UPA bonus)	-	-	-
Low-income	2	50%	4.5%

LDR Alternative Option:

If there is a desire to maintain the percentage of the project as the basis of the bonus density for LDR, the below percentages would result in a bonus to affordable unit ratio of 2.9-3.0, meaning approximately 33-35% of bonus units would be affordable. If desires, the existing percentages (ratio 2.0-2.2) could be maintained for rental units, and a new ratio could be applied only to ownership units.

Percentage of Low-income or Very-low-income Housing Units (minimum)	Maximum Dwelling Units (DUS) Per Buildable Acre
7 percent	5 DUS/acre
12 percent	6 DUS/acre
15 percent	7 DUS/acre

Design and Dimensional Standards

The ADO section currently lists specific zoning districts: R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2,R-3, R-3A, and R-4. The list does not include R-AH (Affordable Housing). It also does not include MM (Missing Middle) or MUCD (Mixed Use Corridor District), which are more recently created special zones. It is recommended that the ADO be available for all zones where residential is permitted and not limited to a specific list of zones.

The ADO currently provides specific variations from dimensional standards and other development standards specific to affordable housing projects. These variations are applicable primarily to single-family development and, in some cases, include standards that are more restrictive than more recently updated standards for market-rate housing. Seminole County is currently considering a set of alternative standards for LDR that could provide flexibility for both market-rate and ADO projects. It is recommended that the dimensional and site design standards be removed from this section, as they are adequately addressed by other existing or pending zones and standards.

RESOURCES

Florida Housing Coalition
https://www.flhousing.org/wp-content/uploads/2012/03/AHAC-Guidebook-2017.pdf

Local Housing Solutions
https://localhousingsolutions.org/housing-policy-library/density-bonuses/

Inclusionary Housing
https://inclusionaryhousing.org/designing-a-policy/land-dedication-incentives/density-bonus/

University of Wisconsin-Stevens Point
https://www.uwsp.edu/wp-content/uploads/2024/04/densitybonus.pdf

American Planning Association (APA)
https://planning-org-uploaded-media.s3.amazonaws.com/publication/download_pdf/PAS-Report-556.pdf

POLICY EXAMPLES

Broward County
https://www.broward.org/PlanningCouncil/Documents/AdministrativeRules/adrulart8.pdf

Collier County
https://library.municode.com/fl/collier_county/codes/land_development_code?nodeId=CH2ZODIUS_2.06.00AFHODEBO

Hillsborough County
https://www.benesch.com/wp-content/uploads/2024/07/benesch-hillsborough-county-florida-affordable-housing-density-bonus-study.pdf

Indian River County
https://library.municode.com/fl/indian_river_county/codes/code_of_ordinances?nodeId=COORCOINRIFL_TITIXLADERE_CH911ZO_S911.14PLDEDI

Orange County
https://www.orangecountyfl.net/Portals/0/Library/Development-Planning/docs/Vision2050/Chapter%202%20-%20Draft%202022-07-20.pdf

Pasco County
https://cms1files.revize.com/pasco/Documents/Services/Community%20Development/Programs/2021%20Affordable%20Housing%20Advisory%20Committee%20Report%20to%20the%20Board%20of%20County%20Commissioners%20(AHAC).pdf

Pinellas County
https://pinellas.gov/affordable-housing-incentives/

Polk County
https://www.polk-county.net/wp-content/uploads/2023/07/annual-polk-affordable-housing-incentives-implementation-report-nov-16-2021.pdf

Saint Lucie County
https://documents.stlucieco.gov/WebLink/PDF10/5e23b219-4fe9-4d4a-bd43-96a61f8c017a/3162850

Santa Rosa County
https://www.santarosa.fl.gov/DocumentCenter/View/561/Density-Bonus-Information-PDF

Volusia County
https://www.volusia.org/core/fileparse.php/6521/urlt/Ordinance_2023_Affordable_Housing_AHAC.pdf

City of Oviedo
chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.lowndes-law.com/assets/htmldocuments/Ord1752%20Ex1%20LDC%20Final%20Draft.pdf

City of Orlando
https://library.municode.com/fl/orlando/codes/code_of_ordinances/396378?nodeId=TITIICICO_CH58ZODIUS_PT6DEINBO

City of Okeechobee
https://www.cityofokeechobee.com/images/uploads/pages/cc-agenda-07-06-21-ex-1.pdf

City of Tallahassee
https://www.talgov.com/Uploads/Public/Documents/growth/afford_ord.pdf

Kimley»Horn

MEMORANDUM

Seminole County – LDC Updates 2025

To:	Jose Gomez, Joy Giles, Maya Athanas
From:	Eliza Juliano, Sribhava Kakani
	Kimley-Horn and Associates, Inc.
Date:	April 11, 2025
Subject:	Recommendations to zoning districts permitted within LDR

The maximum allowable density of 4 dwelling units per acre in the Low Density Residential (LDR) Future Land Use District is not achievable within the constraints of the permitted zoning districts. While existing regulations are suitable for individual lots, they present challenges for larger developments, limiting flexibility, quality, and efficiency in site planning. This memorandum outlines the need for changes to LDR implementation within the Land Development Code and provides recommendations to address these issues.

Analysis of Existing Regulations within LDR

1. Density Limitations & PD Rezonings:
   - While LDR allows 4 dwelling units per acre, the current zoning districts do not support this density under their existing development standards in new subdivisions.
     - Other than very small development projects on existing platted lots or served only by existing roadways, most new single-family development requires the construction of surface stormwater retention and new internal roadways to provide lot access. This infrastructure reduces the achievable density in new subdivisions when minimum lot size is a limiting factor.
   - The table below outlines the standards for existing zoning districts currently allowed in LDR, as well as two additional zoning districts allowed in MDR and how many dwelling units they might produce.
     - The purpose of the table is to test the development standards, assuming a 20-acre parcel to see if the allowed maximum density of LDR (4 du/ac) could be achieved.

- For a 20-acre site, the maximum number of units that can be allowed under LDR FLU inside the Urban Core is 80, and outside the Urban Core is 64 (as shown in Columns 7 and 8).
  - In Seminole County, the calculation of net buildable acres for determining development density varies based on the location of the property:
    - Urban Core: The Urban Core is defined as the area bounded by Interstate 4 (I-4) on the west, extending ¼ mile east of U.S. Highway 17/92, and includes all land within ¼ mile of State Road 436 (SR 436). For parcels intersected by this boundary, the entire parcel is considered within the Urban Core. Within this area, net buildable acres are calculated by excluding only natural lakes and wetlands or flood-prone areas from the total acreage of the development site.
    - Outside the Urban Core: In all other areas of Seminole County, the calculation of net buildable acres involves excluding the following from the total acreage of the development site: Road rights-of-way, transmission power line easements, natural lakes, wetlands, or flood-prone areas.
- In order to estimate the impacts of supporting infrastructure on density and lot yield, the table assumes a percentage allocation for major infrastructure elements. When allocating 20% of the developable land for stormwater and 20% for roads, none of the zoning districts permitted under the LDR can achieve a density of 4 dwelling units per acre—even when no common areas or open space is provided (as shown in Columns 9 and 10).

Assume 20 Acre Parcel									
1	2	3	4	5	6	7	8	9	10
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core		
LDR	R-1	8,400	70	120	104	80	64	62	No
	R-1A	9000	75	120	97			58	No
	R-1AA	11,100	90	123	78			47	No
	R-1AAA	13,500	100	135	65			39	No
	R-1AAAA	21,180	100	212	41			25	No
	A-1	43560	150	290.4	20			12	No
	RC-1	43560	120	363	20			12	No

Notes:

a) Column 6 shows "Units by Zoning," which is the number of units achievable on a 20-acre parcel based solely on the minimum lot size—without factoring in land needs for required infrastructure.

b) Column 9 includes infrastructure assumptions for stormwater and roads. Typical ranges for stormwater are 15% - 20%, and for roads are 20% - 25%. Column 9 assumes 20% for each stormwater and roads.

2. The Current Regulatory Structure penalizes developments for providing Open Space.
   - Because lot sizes are the limiting factor in new conventional developments, the current regulations strongly disincentivize the provision of open or common spaces. Any open space provided directly results in a loss of units, as shown in lines 11 and 12 of the table below.
   - This structure may also disincentivize other potentially desirable design features in new developments such as roadway connectivity, wider rights of way, or more create stormwater designs.

Assume 20 Acre Parcel											
1	2	3	4	5	6	7	8	9	10	11	12
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?	Units **Feasible** (assuming +8% Open Space)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core				
LDR	R-1	8,400	70	120	104	80	64	62	No	54	No
	R-1A	9000	75	120	97			58	No	50	No
	R-1AA	11,100	90	123	78			47	No	41	No
	R-1AAA	13,500	100	135	65			39	No	34	No
	R-1AAAA	21,180	100	212	41			25	No	21	No
	A-1	43560	150	290.4	20			12	No	10	No
	RC-1	43560	120	363	20			12	No	10	No

Notes:

a) Column 11 calculates density, assuming 8% for open space in addition to the 40% for infrastructure

Use of Planned Developments within LDR

Developers and property owners are not guaranteed the right to maximize the allowable FLU density, however, the significant difference between achievable densities in the applicable conventional zoning districts and the maximum permitted FLU density creates a strong incentive to use the PD process.

Are PDs the best tool to address this issue? The following advantages and challenges should be considered when relying on PDs to address this density gap:

- Advantages of PDs:
  - 25% open space requirement ensures green space.
  - Increased flexibility on lot sizes.
  - Opportunities to negotiate for connectivity, access, and other site planning features.

- Challenges of PDs:
  - Lack of predictability for applicants and the public.
  - Extended review and approval timeline.
  - Added administrative time/effort for county staff.
  - Increased complexity for applicants and county staff.
  - Risk of inconsistent regulation and outcomes.

Gaps in Conventional Single-Family Development Regulations

- Single-family subdivisions developed under conventional zoning regulations do not require designated open spaces, though recent updates mandate keeping 25% of existing protected trees.
- Many new subdivisions lack proper connectivity that would facilitate better traffic flow and emergency response.

The example below illustrates the lack of connectivity and open space in an existing residential development.

Existing Seminole County Neighborhood **Example**

Recommended Changes

Regulations that work for individual lots are impractical for new subdivisions. New subdivisions would benefit from more flexible standards to optimize land use while improving development quality. More flexible standards would also help the County to address housing supply, especially given the limited amount of developable land remaining in preferred development areas (areas excluding the WRPA and the Rural Boundary Area)

1. Allow R-1B and R-1BB Zoning Under LDR

Assume 20 Acre Parcel											
1	2	3	4	5	6	7	8	9	10	11	12
		Min. Lot Size (sq. ft.)	Min. Lot width	Depth	Units by Zoning (w/o infrastructure)	# Max. Units Allowed per LDR FLU		Units **Feasible** (assuming 20% stormwater, 20% roads)	Sufficient to reach max. density?	Units **Feasible** (assuming +8% Open Space)	Sufficient to reach max. density?
						Inside Urban Core	Outside Urban Core				
LDR	R-1	8,400	70	120	104	80	64	62	No	54	No
	R-1A	9000	75	120	97			58	No	50	No
	R-1AA	11,100	90	123	78			47	No	41	No
	R-1AAA	13,500	100	135	65			39	No	34	No
	R-1AAAA	21,180	100	212	41			25	No	21	No
	A-1	43560	150	290.4	20			12	No	10	No
	RC-1	43560	120	363	20			12	No	10	No
MDR	R-1B	6,700	60	112	130			78	No*	68	No*
	R-1BB	5,000	50	100	174			105	Yes	91	Yes

* Yes Outside Urban Core

- As demonstrated in the table above, permitting the two additional zones (R1B and R1BB) under LDR will allow design flexibility, including the provision of open space while being able to reach or come closer to reaching the Future Land Use density.

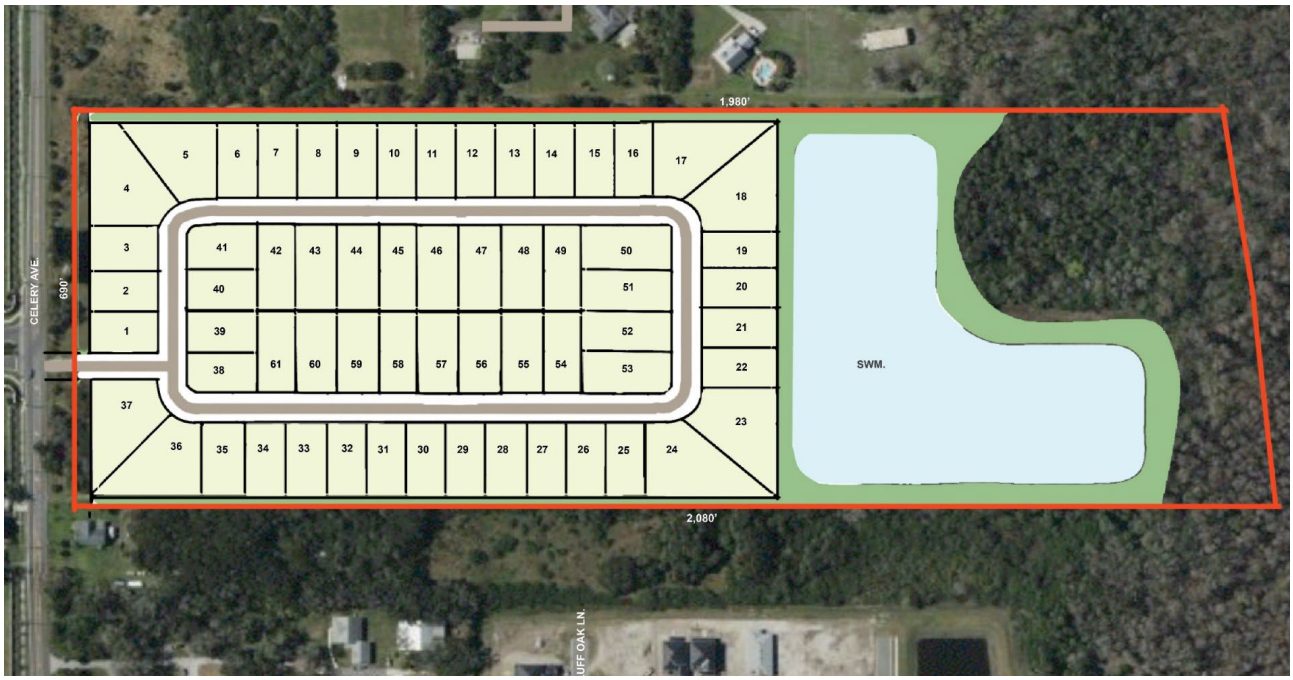
2. Establish additional development standards for conventional subdivisions that mimic some common benefits of Planned Developments while providing a more predictable framework for applicants and the public.
   - Establish minimum open space requirements.
     - Recommend a common usable open space requirement for new subdivisions with lots 1 acre or less of between 8 and 15 percent.
     - Example from MM standards: Commonly accessible open space is required subject to the following standards:
       - Minimum 8% of developable land
       - Open Space may be provided in multiple locations however, each location must be:

    - Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
    - Not less than 0.25 contiguous acres.
    - A minimum of 40 feet in width.
    - Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of 20 feet in width from the top of the berm to the public right of way or lot line.
- Apply additional development standards to ensure quality design, including:
  - Connectivity requirements to improve access and emergency response.
    - Establish a minimum of two access points for developments with more than 400 feet of single-road frontage.
    - When a property has access to more than one street – Establish at least one access point on every street frontage.
    - Consider discouraging gated communities except where natural barriers to connectivity exist.
    - Provide stub-outs for future connections to neighboring properties.
  - Require connectivity to existing roadway/trail easements or streets stubs on adjacent properties.
    - Where a roadway connection is not possible or required, consider requiring a bicycle/pedestrian connection.
  - Consider limiting cul-de-sacs and dead-end streets except:
    - Where an easement for future street connectivity to adjacent undeveloped property is provided. Where road stubs exceed 250 feet in length, a temporary cul-de-sac turnaround must be provided.
    - To provide a connection to an existing or planned public recreation trail.
    - In limited circumstances where wetlands, existing water bodies, or infrastructure corridors prevent connections.
    - Consider design requirement for a "close" in lieu of a cul-de-sac:
      - The close must be rectangular or square and include a central landscaped open space.
      - The minimum right-of-way width for a close is 80 feet in any direction.
      - A paved way, 20 to 30 feet in width, must surround the landscaped open space.
      - The central open space must be a minimum of 40 feet in any direction; and

Site Plan Analysis: Existing Conditions vs. Proposed Changes

- The following site concepts were developed to illustrate potential differences between existing development standards for a conventionally zoned subdivision in LDR (Exhibit 1) and the recommended standards for new subdivisions (Exhibit 2). Net Density represents the Core Area standard. Net/Net Density represents the non-Core Area standard.
  - Exhibit 1 uses the R-1 zoning with 70' wide lots and no requirements for open space.

Exhibit 1: **Existing Conditions**



Upland	27.6 ac.	
Roads	2.88 ac.	10%
SW Ponds	5.50 ac.	20%
Parks	Not required	
Lots	61 (70'x120')	
Net Density	2.21 DU/Ac	
Net/Net Density	2.46 DU/Ac	

- Exhibit 2 shows the same lot subdivided with R-1BB standard of 50' wide lots, with 8% park space and multiple entries/future road connections. The resulting density is closer to the LDR maximum, and the subdivision receives better open space and connectivity. Street tree plantings are not shown but could also be required.

Exhibit 2: **Proposed Changes**

Upland	27.6 ac.	
Roads	3.87 ac.	14%
SW Ponds	5.50 ac.	20%
Parks	2.34 ac.	8%
Lots	74 (50' x 120')	
Net Density	2.68 DU/Ac	
Net/Net Density	3.12 DU/Ac	

Topic: Land Development Code Amendments

In accordance with Section 2.2.D of the Seminole County Home Rule Charter, before the enactment of a proposed ordinance or resolution on a legislative action, the Board of County Commissioners shall prepare or cause to be prepared an economic impact estimate. Similarly, Section 125.66(3)(c), F.S., requires that before the enactment of a proposed ordinance, the County must prepare a business impact estimate in accordance with this subsection.

Describe Project/Proposal, including the Public Purpose. (Must be completed for all legislative actions by ordinance or resolution)

- Summary of proposed ordinance or resolution.

- Statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county. (Section 125.66(3)(a)1., F.S.)

The proposed amendments to the LDC include updates in the following categories:
- Housing needs
- Application & variance trends
- Updates required by the Comprehensive Plan
- Streamlining of processes
- General updates to references and clarification
- Compliance with state regulations

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
There are no expected direct or indirect economic impacts to property owners or taxpayers due to implementing this ordinance. The proposed ordinance may decrease quantity of applications submitted to the County, such as variance, special exception, and building permit applications. Although less application fees may be generated, it is expected to be a nominal amount. The cost of staff time saved in reviewing and processing these applications may exceed the cost of the application fees.
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
Does not apply.
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**
Does not apply.

Law Offices

HATTAWAY LEGAL

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Longwood, Florida 32750

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March 12, 2026

The Hon. Andria Herr, Chairman
Seminole County Board
of County Commissioners
1101 East First Street
Sanford, Florida 32771

Re: Proposed changes to the Land Development Code relative to affordable housing

Dear Chairman Herr:

I write to you and your fellow commissioners on behalf of the Development Advisory Board (DAB), of which I have the honor to be the chair. Specifically, to voice our support for the proposed changes to the Land Development Code, especially the affordable housing component.

By way of background, the DAB is an offshoot of PBAS, and we are a board made up of Seminole County professionals involved in the development business—from engineers to planners, general contractors, brokers, and attorneys. Over the decades, we have shared our expertise and thoughts with county staff, and they have shared theirs with us.

In that spirit, staff recently shared the latest proposed changes to the Land Development Code with us. Simply put, we were very impressed and wholeheartedly support staff's proposals.

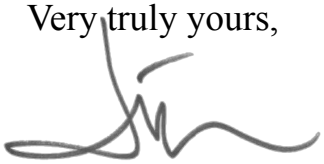
Of particular interest to us is the proposed update to the affordable housing density bonus (Sec. 30.9.7 alternative density option for affordable housing). We have been studying the issue of affordable housing for some time, and we have known that local government cannot solve the problem by throwing

money at it. However, market-based solutions have eluded us and others who have studied the issue. That said, we think staff is on to something.

Staff's approach, amongst other ideas, of allowing increased density while also providing a multiplier to incentivize residential developers to build affordable housing, is creative and exciting. This kind of market-based approach will work, and work well. We encourage you to support this idea and vote it, along with the other proposed changes, into the Land Development Code.

Should you have questions or comments, we are happy to discuss the matter with you.

Very truly yours,



James A. Hattaway

Supporting Board Members

Torey Eisenman	Jeremy Morton
Kim Fischer	Bryan Potts
Bill Maki	Channi Sodhi
Bill Miller	Mike Towers
Zachary Miller	Bob Turnage
Chad Moorhead	Maverick VonHerbulis

c: The Hon. Amy Lockhart, Vice-Chair, The Hon. Jay Zembower, The Hon. Bob Dallari, and The Hon. Lee Constantine

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes - Final

Wednesday, May 6, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Tim Smith, Carissa Lawhun, Dan Lopez, Mike Lorenz, Brandy Ioppolo, and Lourdes Aguirre

Absent Richard Jerman

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Interim Development Services Director; Dagmarie Segarra, Deputy Development Services Director; Kate Latorre, County Attorney, Jim Potter, Development Review Engineering Manager; Joy Giles, Planning & Development Manager; Annie Sillaway, Principal Planner; Kaitlyn Apgar, Senior Planner; and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve the Proofs of Publication. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

Approval of Minutes

Motion by Commissioner Dan Lopez, seconded by Commissioner Lourdes Aguirre, to approve the April 1, 2026 P&Z Minutes, as submitted. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

NEW BUSINESS

Public Hearing Items:

1. Land Development Code Amendment - Continued from the April 1, 2026 P&Z Meeting - Consider an Ordinance amending Chapter 2- Definitions, Chapter 5- Administration, Chapter 20- Development Orders/Approvals and Denials of Application for Development Approvals, Chapter 30- Zoning Regulations, Chapter 35- Subdivision Regulations, Chapter 70- Dredge and Filling, and Chapter 90- Uniform Building Numbering System of the Seminole County Land Development Code; Countywide (Maya Athanas, Principal Planner)

   Dagmarie Segarra, Deputy Development Services Director - presented this item as stated in the Staff report. She further stated that this item was continued from the April

1, 2026 to today. Nothing has changed since the initial presentation that staff provided on April 1. A few of the P&Z Board members were separately briefed on the details of the LDC Amendments prior to the meeting. Staff can present the item as done in April, proceed with a question and answer format, or anything specific way the Board would like to proceed. There was proposed language to be stricken from the R-3 designation regarding density and Staff is considering to keep that language in the Land Development Code in the meantime, prior to the BCC meeting. Therefore, the density language in the R-3 section of the LDC will remain as is.

No questions from the Board were presented.

No one from the audience spoke in favor or in opposition to the request.

The Chairman mentioned that a written comment was received by Dave Axel, of Oviedo, which she read for the record, regarding the preclusion of gating in the Missing Middle and Alternative Design Standards sections of the proposed LDC Amendments. His concerns are that there are times when it is impractical or impossible to get connectivity, so gating should not be prohibitive. Chairman Lawhun asked Staff why we are we strictly prohibiting gating in these two sections. Dagmarie Segarra responded that the Missing Middle zoning designation is to incentivize and provide the Missing Middle typology that is missing in Seminole County. One of the struggles is with infill areas in the County. The main reason why Staff is recommending that it not be gated is to allow for flexibility of housing types and accessibility through the community, if they can connect to existing subdivisions. The Land Development Code already has a provision which would allow the Development Services Director to make a determination in cases where there are wetlands, lack of connectivity, or where it is not feasible to make that determination of waiving the requirement. It is not a good Planning practice, however they understand certain situations where gated communities are more appropriate, but for these specific types, it is not encouraging the purpose and intent of the (MM) zoning.

Chairman Lawhun asked if she is suggesting that the example brought forth by Mr. Axel, which is the northeast corner of Celery Avenue and Cameron, which has wetlands on once side and a gated subdivision on another, and in that case Staff would be able to make a determination that a gated community could be put there. Ms. Segarra responded it would be a case-by-case situation. Chairman Lawhun asked then, why we can't put language in the Land Development Code that it will be decided on a case-by-case basis. Ms. Segarra responded that it is not good Planning practice and not conducive to the intent of that (MM) zoning district. Chairman Lawhun stated that she thinks he made some good points and wanted to make sure it was on the record. Staff requests approval of this request.

Motion by Commissioner Lourdes Aguirre, seconded by Commissioner Brandy Ioppolo, to approve and refer the Land Development Code Amendments to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

2. Slavia Station PD Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed coffee shop and renovation of a historical building on approximately 1.45 acres, located on the east side of SR 426, south of Red Bug Rd; (Z2025-011) (Jan Postava, Applicant) District 1 - Dallari (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the subject property had previously secured approval of PD zoning entitlements and a Planned Development Future Land Use, approved on August 14, 2007. In accordance with Seminole County Land Development Code, the required Final Development Plan was not submitted within five (5) years and substantial development had not occurred within eight (8) years after approval. As a result, the PD entitlements have expired, necessitating the rezone. There was no maximum Floor Area Ratio (F.A.R.) established per the previously approved PD; however, the applicant is proposing a maximum F.A.R. of 0.24. The proposed development as depicted in the Master Development Plan has an F.A.R. of 0.10. The previous PD entitlements included permitted uses of OP (Office) and CN (Neighborhood Commercial) zoning districts. Additional previously approved uses included banks, civic assembly, daycares, and restaurants. The current request includes less extensive permitted uses consisting of permitted uses in CN (neighborhood commercial) zoning district, office, and civic assembly as an accessory limited to sixteen seats. The 1,370 square foot building existing on the property is considered to be historical in nature. The structure was utilized as a filling station and general store for the early Slavia community around 1929. The applicant proposes to utilize the existing structure as a coffee shop as well as construct a pavilion, bathroom facilities, and additional office building to the rear. This development is within Seminole County's potable water service area and sanitary sewer area and is required to connect to public utilities. The developer will be required to build a private pump station to connect to the County’s force main system. The property will access onto Red Bug Road, which is classified as a local Road. The developer is required to build a five (5) foot wide sidewalk along the property’s frontage on Red Bug Road. Landscape buffers required include a ten (10) foot wide buffer along the northern property line and a fifteen (15) foot wide buffer with a three (3) foot hedge enhancement along the east, south, and west property lines. Specific buffer components will be established at Final Development Plan. Twenty-five percent (25%) common usable open space will be provided on the subject property. The proposed PD Zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Seminole County Land Development Code (SCLDC). The existing PD Future Land Use is consistent with the proposed PD zoning. The proposed Master Development Plan (MDP) and Development Order (DO), appropriately address compatibility with the surrounding development pattern. The proposed development is providing an innovative concept that allows the preservation of a historical building while serving the greater residential community through the provision of neighborhood

compatible commercial uses. The cultural preservation of this historic building in the Slavia community is a nod to the existing roots of the community and works to serve as an amenity to conserve a piece of heritage while developing a new expression of the site. The proposed development is expected to assist in reducing vehicle miles traveled (VMT) per household. The project is located across the street from the Cross Seminole Trail and is providing a sidewalk network and bicycle parking to bolster pedestrian accessibility to the site, thus incentivizing pedestrian over vehicle conveyance. The applicant conducted a community meeting on February 10, 2026. Details of the community meeting are included in the agenda package. Staff requests approval of this request.

Vice Chairman Brandy Ioppolo asked what the purpose is for the 3,700 sf building currently on the property. Ms. Apgar responded that it is labeled as Office on the Master Development Plan. The applicant can speak more on their proposed use.

John Frith, for the applicant, of Frith and Associates, stated that he is the Civil Engineer on the project. He stated that the office building is a future use, but is not being addressed at this time. They will renovate the existing gas station into a coffee shop and they add another building with restrooms, as well as a pavilion and associated parking.

Vice Chairman Ioppolo asked about the noise from the pavilion when functions are there. Mr. Frith responded that there will be weekend functions, with a seating area, an art show that is compatible with the coffee shop. They don't anticipate a loud band, it would be acoustical if anything and he doesn't believe there will be a lot of noise.

No one from the audience spoke in favor or opposition to this request.

Ms. Apgar stated that there is a condition in the Development Order (DO), prohibiting outdoor amplification of sound without County Staff approval of a Special Event permit.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Mike Lorenz, to approve and refer the Slavia Station PD Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

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

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the rezone to C-1 will allow development in accordance with the C-1

zoning district, which permits uses including, but not limited to, banks, convenience stores, and restaurants. The subject property has an existing Future Land Use of Commercial, which allows a maximum Floor Area Ratio (F.A.R.) of 0.35. The intent of the Commercial land use designation is to provide appropriate locations to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores and retail sales. This land use should be located at intersections or along major roadways as infill development where this use is established. The Applicant proposes to develop the property with three (3) restaurants, each with a drive-through lane, and does not intend to subdivide the property into separate parcels. The Applicant proposes access via Henderson Lane, which is classified as a local road, with a cross-access connection extending west through the existing commercial plaza. A full traffic study and cross access easement agreement will be required at the time of site plan approval. The subject property is within the SR 46 Gateway Corridor and will require the Applicant to maintain a minimum landscape buffer of 25 feet and a 50-foot building setback. The request is consistent with the Seminole County Land Development Code (SCLDC) and the surrounding area. The C-1 zoning district is intended to permit and encourage a full range of essential commercial uses, while at the same time protecting neighboring residential properties from any possible adverse effects of commercial activity. The Applicant will be providing the required open space and adequate landscape buffers to be consistent with the Land Development Code in order to provide adequate buffering for the residential district to the north, which will be demonstrated at the time of site plan approval. The proposed C-1 zoning classification is consistent with the established development pattern along SR 46, that consists and aligns with the intent and allowable intensity of the Commercial Future Land Use category by supporting comparable commercial activities and is compatible with the zoning designation of the properties located to the west of the subject site and consistent with the Commercial Future Land Use designation. The Applicant conducted a community meeting on February 26, 2026. An opposition email was received today from a resident at 5471 Glen Oak Place, which was provided to the P & Z Board prior to the meeting. Staff requests approval of this request.

Bob Ziegenfuss, Z Development Services, of Orlando, stated that he is representing the developer and he is also the engineer for the project. He further stated that the Future Land Use map reflects the property is Commercial and they are adjacent to an existing C-1 use, which is compatible with the area. He heard about the one comment received today, which was relative to the proximity of their pool to the back property line. He stated that there is an existing six foot (6') block concrete wall back there, which is adjacent to all of the residential properties. They are also providing a thirty foot (30') landscape buffer and leaving the existing natural vegetation in that buffer. They will add more plantings along their curve line, as you come into the development, away from the natural landscape buffer. They will clean up the area and will repair the concrete wall. The community meeting was very positive and they were happy to see that no two-story buildings would be looking into their backyard.

Commissioner Tim Smith asked if there will be one or two points of entry/exist access to the property. Mr. Ziegenfuss responded that there are two. He further stated that they will be utilizing an existing access point to the neighboring C-1 development off of

SR 46. They will have access off of Henderson as well.

No one from the audience spoke in favor or opposition to this request.

Chairman Lawhun stated that they received one comment card in support of this request not wanting to speak, but had a question for Staff regarding whether or not the ten foot (10') buffer would be in writing in the Development Order (DO).

Annie Sillaway, of Staff, responded that the rezoning is a straight zoning, which does not have a Development Order. Instead, the applicant will be held to the established Land Development standards for that zoning, for the landscape buffers. The additional commitments the applicant is making is not within a Development Order, but will be determined at site plan review.

Mr. Ziegenfuss, in his rebuttal, stated that if the neighbor's desire to have the ten foot (10') buffer provision, the developer is committed to it and they are moving forward right now to show a 30 foot (30') landscape buffer between the back rear access road and that neighbor's rear property line. It is on their current plan that they are working on to submit for permits after the public hearing process. They are willing to commit to that, if it's something the Board wants to add as a stipulation or a condition for approval.

A motion was made by Commissioner Brandy Ioppolo, seconded by Commissioner Tim Smith, to approve and refer the Henderson Hill Rezone to the Board of County Commissioners. The motion passed unanimously, 6-0.

Aye: Commissioner Smith, Commissioner Lawhun, Commissioner Lopez, Commissioner Lorenz, Commissioner Ioppolo, and Commissioner Aguirre

Absent: Commissioner Jerman

CLOSING BUSINESS

Development Services Director's Report

Dagmarie Segarra, Deputy Development Services Director, stated that the Development Services Citizens Academy will be held on May 7, 2026, which will showcase the department from 6:00 to 8:00 PM, which is a family event held at the County Services Building.

Board Comments

Vice Chairman Brandy Ioppolo thanked Staff for the extra time spent on providing the briefing on the Land Development Code. It really helped and provided a lot of clarity.

ADJOURNMENT

Having no further business, the meeting adjourned at 6:29 PM.

ORDINANCE NO. 2026-____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY IN THE FOLLOWING MANNER: CHAPTER 2 (DEFINITIONS), SECTION 2.3, TO ADD AND AMEND DEFINITIONS; CHAPTER 5 (ADMINISTRATION) TO AMEND AND UPDATE SECTION 5.19 (ADMINISTRATIVE ADJUSTMENTS) AND SECTION 5.20 (ENGINEERING MANUALS); CHAPTER 20 (DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS) TO ADD SECTION 20.13 (ENFORCEMENT); CHAPTER 30 (ZONING REGULATIONS) PART 2 (ESTABLISHMENT OF DISTRICTS) TO AMEND SECTION 30.2.6 (APPLICATION OF ZONING CLASSIFICATION REGULATIONS), PART 3 (ADMINISTRATION) TO AMEND SECTION 30.3.1 (PLANNING AND ZONING COMMISSION), TO ADD 30.3.1.6 (CONVENTIONAL REZONING), TO AMEND SECTION 30.3.3 (BOARD OF ADJUSTMENT), TO AMEND AND RENAME SECTION 30.3.10 (NONCONFORMITIES), TO ADD SECTION 30.3.13 (NONCONFORMANCE DUE TO GOVERNMENT TAKING OR VOLUNTARY DEDICATION), PART 4 (ZONING DISTRICT STANDARDS) TO DELETE, AMEND AND REORGANIZE SECTION 30.4.8 (R-3 AND R-3A MULTIPLE-FAMILY DWELLING DISTRICTS), TO AMEND SECTION 30.4.9, (R-4 MULTIPLE-FAMILY DWELLING DISTRICT) AND SECTION 30.4.14 (OP OFFICE DISTRICT), PART 5 (PERMITTED USES BY ZONING DISTRICT) TO UPDATE SECTION 30.5.1 (GENERAL REQUIREMENTS) AND AMEND TABLES IN SECTION 30.5.2 (PERMITTED USE TABLE AND FOOTNOTES) AND SECTION 30.5.3 (USE CONSOLIDATION), PART 6 (ADDITIONAL USE STANDARDS) TO AMEND SECTION 30.6.1 (ACCESSORY BUILDING AND USES), SECTION 30.6.6 (ALCOHOLIC BEVERAGE ESTABLISHMENTS) AND SECTION 30.6.7 (COMMUNICATION ANTENNAS/TOWERS), TO RENAME AND AMEND SECTION 30.6.10 (COMMUNITY RESIDENTIAL HOMES, ASSISTED LIVING FACILITIES, AND CERTIFIED RECOVERY RESIDENCES), TO DELETE SECTION 30.6.12 (RESERVED), TO AMEND SECTION 30.6.16 (VACATION RENTALS), TO ADD SECTION 30.6.20 (LIVE-WORK UNITS), PART 7 (DEVELOPMENT STANDARDS) TO AMEND SECTION 30.7.2 (GENERAL STANDARDS)AND THE TABLE IN SECTION 30.7.3 (DIMENSIONAL STANDARDS TABLE), PART 8 (SPECIAL ZONING DISTRICTS) TO AMEND SECTION 30.8.3 (MM MISSING MIDDLE DISTRICT AND ALTERNATIVE STANDARDS) AND TABLE 8.3-A, TO AMEND AND REORGANIZE SECTION 30.8.5 (PD PLANNED DEVELOPMENT) AND RECODIFY SECTION 30.8.7 (UC UNIVERSITY COMMUNITY DISTRICT), PART 9 (SUPPLEMENTAL REGULATIONS) TO AMEND SECTION 30.9.5 (BOAT DOCK REQUIREMENTS), TO RENUMBER SECTION 30.9.6 (DOGS IN PUBLIC

FOOD ESTABLISHMENTS), TO AMEND AND RENUMBER SECTION 30.9.7 (ALTERNATIVE DENSITY OPTION FOR AFFORDABLE HOUSING) AND ADD DENSITY STANDARDS TABLE, REMOVING TABLE 1 AND TABLE 2, PART 10 (OVERLAY DISTRICTS) TO UPDATE THE SCENIC CORRIDOR MAP IN SECTION 30.10.2 (SCENIC CORRIDOR OVERLAY ZONING DISTRICTS), TO AMEND SECTION 30.10.3 (LAKE MARY BOULEVARD GATEWAY CORRIDOR OVERLAY STANDARDS CLASSIFICATION), SECTION 30.10.8 (AIRPORTS), SECTION 30.10.11 (CREATION OF STATE ROAD 46 GATEWAY CORRIDOR OVERLAY STANDARDS ZONING CLASSIFICATION/DESCRIPTION OF CORRIDOR AND PROPERTY AFFECTED/APPLICABILITY), AND SECTION 30.10.12 (OXFORD PLACE OVERLAY DISTRICT), TO ADD SECTION 30.10.14 (OVERLAY AREAS OF THE URBAN CENTERS AND CORRIDORS OVERLAY) AND CORE AREA OVERLAY MAP, PART 11 (PARKING AND LOADING REGULATIONS) TO AMEND SECTION 30.11.4 (PARKING REDUCTION AND EXCEPTIONS), TO DELETE SECTION 30.11.5 (ELECTRIC VEHICLE READINESS), AND AMEND SECTION 30.11.7 (MISCELLANEOUS DESIGN STANDARDS); PART 13 (SIGN REGULATIONS) TO AMEND AND RENUMBER SECTION 30.13.3 (SIGN STANDARDS) AND SECTION 30.13.5 (PROHIBITED SIGNS), TO AMEND SECTION 30.13.6 (NONCONFORMING SIGNS), AND TO RENAME AND AMEND SECTION 30.13.16 (RP SIGNAGE REGULATIONS), PART 14 (LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE) TO RENAME SECTION 30.14.1 (GENERAL PURPOSE AND WATER-EFFICIENT LANDSCAPING CRITERIA), TO AMEND, RENUMBER, AND REORGANIZE SECTION 30.14.2 (OPEN SPACE), TO RENAME, RENUMBER, AMEND AND REORGANIZE SECTIONS 30.14.3 THROUGH 30.14.12 REGARDING BUFFERING REQUIREMENTS AND STANDARDS, TO AMEND SECTION 30.14.15 (SCREENING), AND TO AMEND SECTION 30.14.19 (FENCES); CHAPTER 35 (SUBDIVISION REGULATIONS), PART 2 (PROCEDURES FOR SECURING APPROVAL OF PLATS) TO AMEND SECTION 35.14 (REVIEW OF FINAL PLAT), TO UPDATE SECTION 35.16 (HOME CONSTRUCTION PRIOR TO PLAT RECORDING), PART 4 (REQUIRED SUBMITTALS), TO AMEND SECTION 35.42 (REQUIRED SUBMITTALS FOR DEVELOPMENT PLAN) AND SECTION 35.43 (REQUIRED SUBMITTALS FOR PRELIMINARY PLAN), TO AMEND AND RENUMBER SECTION 35.44 (REQUIRED SUBMITTALS FOR FINAL PLAT), PART 6 (DESIGN STANDARDS) TO UPDATE SECTION 35.61 (GENERAL) AND SECTION 35.72 (RURAL SUBDIVISION STANDARDS), TO ADD SECTION 35.73 (ALTERNATIVE DESIGN STANDARDS), AND TO RENUMBER SECTIONS 35.74-35.80 (RESERVED), PART 13 (RECORDING OF FINAL PLAT) TO UPDATE SECTION 35.151 (RECORDING FINAL PLAT), TO AMEND AND RENAME SECTION 35.152 (NO RECORDATION IF NOT APPROVED BY THE DEVELOPMENT SERVICES DIRECTOR OR

DESIGNEE), PART 18 (ENFORCEMENT PROVISIONS) TO UPDATE SECTION 35.201 (GENERAL) AND SECTION 35.202 (REQUIRED IMPROVEMENTS); CHAPTER 70 (DREDGE AND FILLING) TO AMEND AND UPDATE SECTION 70.6 (PERMIT APPLICATION; PROCEDURES) AND SECTION 70.10 (GENERAL REGULATIONS); CHAPTER 90 (UNIFORM BUILDING NUMBERING SYSTEM), TO AMEND AND UPDATE SECTION 90.4 (ADMINISTRATION OF THE UNIFORM ADDRESSING SYSTEM), SECTION 90.5 (BUILDING AND UNIT NUMBERING), AND SECTION 90.10 (SUBDIVISION, PLAZA AND BUILDING NAMES); PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION IN THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled Local Government Comprehensive Planning and Land Development Regulations Act ("Act"), empowers and requires the Board of County Commissioners of Seminole County ("the Board") to plan for the County's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide this growth and development; and

WHEREAS, the Seminole County Local Planning Agency held a public hearing, with all required public notice on May 6, 2026, for the purpose of providing recommendations to the Board of County Commissioners on this Ordinance to amend the Land Development Code, and recommend that the Board adopt this Ordinance; and

WHEREAS, the Board has a goal of continually updating the Land Development Code to promote consistency with the latest state and federal laws and streamlining and updating the regulations contained therein to ensure the County is implementing best practices for land development in Florida; and

WHEREAS, the Board desires to maintain the quality of life for Seminole County residents by providing for housing needs, safeguarding environmental resources, protecting existing neighborhoods and natural amenities; and

WHEREAS, the Board further desires to reconcile any outdated references to county departments, staff titles or regulatory references by providing the necessary updates contained in this Ordinance;

WHEREAS, the Board finds that the Land Development Code amendments in this Ordinance will benefit the health, safety, and welfare of the general public and the residents of Seminole County, and will not result in more restrictive or burdensome regulations or processes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

Section 2. Short Title. This Ordinance shall be known and referred to as the 2026 Land Development Code Amendment.

Section 3. Intent and Purpose. The intent and purpose of this Ordinance is to amend the Seminole County Land Development Code to plan for the County's future development and growth by incorporating the latest state and federal directives, updating definitions and graphics, department names and staff titles, providing for housing needs, streamlining processes, and making required Seminole County Comprehensive Plan updates.

Section 4. Chapter 2 (Definitions) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 2 – DEFINITIONS

* * *

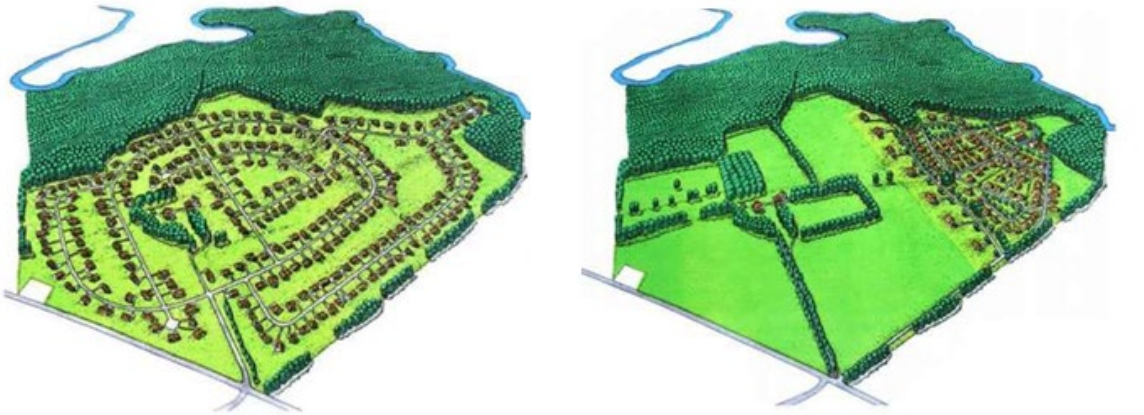
Sec. 2.3. Definitions. [For the purposes of this chapter, certain terms shall have the meanings ascribed to them in this Section, unless the context clearly indicates otherwise.]

* * *

Architecturally compatible: The aesthetic similarity between structures, in terms of design elements such as, color, façade appearance, roofing material, or decorative features.

* * *

Cluster subdivision: A form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design must be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community, and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes. The example below shows a traditional subdivision on the left, and a cluster subdivision on the right (Randall Arendt, *Conservation Design for Subdivisions*, 1996).



~~***Community residential homes.*** As defined in section 419.001(1)(a), Florida Statutes (2001), as this statute may be amended from time to time.~~

* * *

Dwelling unit, accessory: An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit (Florida Statutes Section 163.31771). ~~A dwelling unit, subordinate in size to the principal dwelling unit, which is attached to a principal unit or located on the same lot, and having an independent means of entry. Except as provided in Section 5.19(b), an accessory dwelling unit shall not exceed thirty-five (35) percent of the gross floor area of the principal dwelling unit, or 1,000 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel.~~

* * *

Florida Water Star: A certification program for homes and commercial buildings that use less water in landscapes, irrigation systems and indoors.

* * *

Live-work unit: ~~See Missing Middle Standards.~~ A dwelling unit which includes a nonresidential use that is operated by the occupant and is consistent with the definition in the Florida Building Code for the same.

Living Area: The total sum of square footage within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes.

* * *

Lot, double-frontage: A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets~~, or ingress-egress easement~~. ~~Lots having frontage on a natural~~

~~water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots.~~ A lot adjacent to an alley shall not be a double-frontage lot.

* * *

Multi-family: Residential development including apartment dwellings, ~~dormitories,~~ and rooming apartments.

* * *

Nominal roof overhang: The part of the roof or wall that extends beyond a lower wall. For purposes of applying to property setbacks, the distance of a roof overhang into a property setback shall not exceed ~~eighteen (18)~~ twenty-four (24) inches.

* * *

Signs: Any surface, fabric, device, or display which bears letters, pictorial or sculptured matter, including forms shaped to resemble any human, animal, or product designed to convey information visually and which is exposed to public view. For purposes of this Code, the term "sign" shall include all structural members. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in random or unconnected manner without organized relationship of the components, each component shall be considered to be a single sign. Included within the definition of sign are the following types of signs:

(a) Awning Sign: a sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning.

(b) Blade Sign: a sign affixed to a building which projects in such a manner that both sides of the sign are visible.

(c) Wall Sign: A sign that is affixed to or directly supported by a building or structure, designed to identify or advertise the occupant, business, service, or activity conducted within.

(d) Canopy Sign: a sign that is part of, or attached to, a canopy.

(e)~~(a)~~ Construction sign: Any sign giving the name or names of principal contractors, architects, engineers, and lending institutions responsible for construction on the site where the sign is placed.

(f)~~(b)~~ Directory sign: A sign on which the names and location of occupants, use of a building, or parking and traffic direction is given and designed to be read primarily from on-site.

(g)~~(c)~~ Freestanding sign: Any ~~mobile or portable~~ sign or sign structure ~~not~~ securely attached to the ground ~~or to any other structure~~. This definition shall not include trailer signs.

(h)~~(d)~~ Ground and/or pole sign: Any sign which is supported by structures or supports in or upon the ground and independent of support from any building. Ground and/or pole signs are a type of freestanding sign.

(i)~~(e)~~ Inflatable advertisement: Any sign or object inflated or supported by wind, air, or pneumatic non-combustible pressure.

(j)~~(f)~~ Motor vehicle sign: A sign or advertising display mounted or painted on a motor vehicle or truck trailer.

(k)~~(g)~~ Outdoor advertising sign: Any sign advertising a business, organization, event, person, place or thing, and is located on a separate parcel of land from the subject so advertised. This definition includes billboards.

~~***(h) Point-of-sale sign:*** Any sign designed to be viewed from off the premises, advertising or designating the use, occupancy of premises, or merchandise and products sold,~~

~~manufactured or stored on the premises. Such signs shall be located on the premises to be advertised.~~

(l)~~(i)~~ Real estate sign: Any sign which is used to offer, for sale, lease or, rent the property upon which the sign is placed.

(m) Shopping Center Sign: A type of freestanding sign used to identify multiple businesses located within a single development.

(n)~~(j)~~ Snipe sign: Any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on public road rights-of-way.

(o)~~(k)~~ Subdivision sign: Any sign which indicates the name of a subdivision, planned ~~unit~~ development or residential/agriculture project, and which is typically located onsite at an entrance to the project or development. ~~on the same property which is identified.~~

(p)~~(l)~~ Trailer sign: Any sign mounted on a vehicle normally licensed by the State of Florida as a trailer or ~~such~~ a sign ~~engineered as a freestanding sign,~~ transported to the site on a trailer, and used for advertising or promotional purposes.

(q) Wall Sign: a sign erected on the wall of a building, or a sign which is affixed to or painted on an exterior wall, subject to the maximum copy area requirements in Chapter 30 Part 13.

(r) Wayfinding Sign: A sign intended to provide directional information to help people more easily and safely locate their intended destination.

(s) Window Sign: a sign graphic, or design which is painted, mounted, or otherwise displayed within 3 feet of a window in a manner to present a message to or attract attention of the public on adjoining streets, subject to the maximum area requirements in Chapter 30 Part 13. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall not be considered window signs.

* * *

Section 5. Chapter 5 (Administration) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 5 – ADMINISTRATION

* * *

Sec. 5.19. Administrative adjustments.

(a) Applicability. Due to the individual characteristics of a given development, the strict application of all provisions of the Code may not be appropriate in all situations. Therefore, limited administrative adjustments may be permitted to allow a measure of flexibility while fulfilling the overall intent of the Code.

(b) Maximum Authorized Adjustments.

(1) Adjustments shall be limited to percentage amounts as shown in the table below:

Approval Type	Code Section(s)	Director	BCC**
Site Plan (including Special Exception Site Plans)	Chapter 30 Parts ~~14, 15, 18, 19, 32, 36, 38 42, 46 48, 60, 62, 63, 64, 70, 74~~ 3, 4, 6, 7, 10 and 11	~~10% 15%~~*	~~20%~~
~~Planned Development/~~RP	See approved site plan/DO~~/DCA~~	~~10%~~ 15%*	~~20%~~
Sign Permit	Sec. ~~30.1243(a)~~ 30.13.3	~~10%~~	~~20%~~
Arbor Permit	~~Sec. 60.22(f)~~ 60.9 (d)	~~10%~~ 15%*	
~~Accessory Dwelling Units~~	~~Sec. 30.1345(g)~~	~~10%***~~	

Director: Development Services Department Director or designee.

~~BCC: Board of County Commissioners.~~

DO: Development Order.

~~DCA: Developer's Commitment Agreement.~~

*If administrative adjustment sought exceeds 10%, Development Review Committee review shall be required and any adjustment greater than 10% but not exceeding 15% may be awarded at the discretion of the Development Services Department Director.

~~**Maximum adjustment without public hearing.~~

~~***In no case shall an accessory dwelling unit exceed 1,100 square feet.~~

(2) Developments receiving an administrative adjustment shall fully comply with all other applicable provisions of this Code.

(3) Any proposed adjustment greater than the amount permitted in Paragraph (b)(1) above shall be addressed through the variance and/or waiver provisions of this Code as may be applicable to the development.

(4) Multiple administrative adjustments may be considered for a single development proposal, but each adjustment must be evaluated independently and meet all criteria provided in Paragraph (d) below.

(5) Nonconforming or unpermitted use of neighboring lands, structures, or buildings in the same district shall not be considered grounds for an administrative adjustment.

(c) Review Procedure. The ~~Economic & Community~~ Development Services Director, or designee, shall evaluate the administrative adjustment application according to the review criteria in Section 5.19(d), and shall approve, approve with conditions, or deny the application. At his or her discretion, the Director may refer any application for an administrative adjustment to the Board of Adjustment or the Board of County Commissioners, as may be appropriate. In such cases, the applicant shall follow standard processes in this Code for obtaining a variance, waiver, change in zoning, etc.

(d) Review Criteria. All administrative adjustments shall meet the following criteria:

(1) The administrative adjustment will be consistent with the purposes and intent of the Land Development Code.

(2) The administrative adjustment shall not result in activities not permitted within the applicable zoning district, development order, developer's commitment agreement and/or activities inconsistent with the Comprehensive Plan.

(3) Special conditions or circumstances exist.

(4) The adjustment will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setbacks and other land use considerations.

(5) No standard or regulation established by the State of Florida shall be violated as a result of an administrative adjustment.

(6) No required separation of uses, such as the distance between a school and an alcoholic beverage establishment, shall be varied as a result of an administrative adjustment.

(e) Expiration and Lapse of Approval. Applicants shall have twelve (12) months from the date of approval of an administrative adjustment to secure the permit required to carry out the proposed improvements authorized by the administrative adjustment. If a necessary permit has not been obtained within twelve (12) months of the date of approval, the approval shall lapse and be of no further effect. An administrative adjustment shall also expire should the necessary permit expire.

Sec. 5.20. Engineering Manuals.

(a) The Public Works Department is authorized and directed to establish and maintain the Seminole County, Florida Public Works Engineering Manual, which contains the technical

requirements for transportation standards and surface water management standards. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Public Works Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

(b) The Utilities ~~Environmental Services~~ Department is authorized and directed to establish and maintain the Seminole County, Florida ~~Environmental Services~~ Utilities Engineering Manual, which contains the technical requirements for the matters stated in the title of this Manual. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Utilities ~~Environmental Services~~ Director or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

(c) The Fire ~~Public~~ Safety Department is authorized and directed to establish and maintain the Seminole County, Florida Fire Department ~~Public Safety~~ Technical Manual, which contains the technical requirements for public and fire safety matters. The initial edition of this Manual must be approved by the Board of County Commissioners before it goes into effect. The Fire Chief ~~Public Safety Director~~ or his or her designee is authorized to update the technical requirements of this Manual as necessary with the approval of the Board of County Commissioners, by following the policies and procedures which the Board may adopt from time to time.

* * *

Section 6. Chapter 20 (Development Orders/Approvals and Denials of Application for Development Approvals) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 20 – DEVELOPMENT ORDERS/APPROVALS AND DENIALS OF APPLICATION FOR DEVELOPMENT APPROVALS

* * *

Sec. 20.13. Enforcement

Violation of a development order, or any condition contained therein, will be enforced through the County's code enforcement process in Chapter 53, Seminole County Code.

* * *

Section 7. Chapter 30 (Zoning Regulations) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 30 – ZONING REGULATIONS

* * *

PART 2. ESTABLISHMENT OF DISTRICTS

* * *

Sec. 30.2.6. Application of zoning classification regulations.

* * *

30.2.6.6 Un-combining platted lots in the urban area. When platted lots that are vested have been combined, they may only be un-combined to the original platted configuration if the individual lots meet the subject zoning district requirements for lot size and width, unless all the following criteria are met:

a. The properties are vested in accordance with the Comprehensive Plan Policy FLU 3.3 and Section 15.3 of the Land Development Code; and

b. The subject parcel is in the urban area; and

c. ~~Fifty (50)~~ Ten (10) percent or more of the lots in the same platted subdivision have the same character and are the size as originally platted; and

d. All existing structures on the subject property meet the setback requirements for the subject zoning classification; and

e. The subject property is not limited in its development potential due to wetlands and floodplains; and

f. The subject property has adequate access to a public right of way and roadway that meets the County standard per Seminole County Public Works Manual Section 1.11.1; and

g. The subject property has adequate drainage per Seminole County Public Works Manual Chapter 2.

h. Utility services are available, or the property is eligible for permits to install potable water wells and onsite sewage treatment and disposal systems, per the following conditions:

1. Utility services are available from Seminole County in accordance with Section 270.1 of the Seminole County Code of Ordinances or Section 381.0065(2)(a), Florida Statutes, as applicable, or

2. Utility services are available from a city or other entity regulated by the Public Services Commission, or

3. If the un-combined lots are unable to connect to any of the previously mentioned regulated potable water distribution systems, the property must be eligible for a permit for potable water wells with the St. Johns River Water Management District (SJRWMD) in

accordance with applicable SJRWMD provisions and eligible for onsite sewage treatment and disposal systems (OSTDS) with the local Florida Department of Health location in accordance with Section 381.0065(4), Florida Statutes, as applicable.

If the Planning Manager determines the subject property meets the criteria of Section 30.2.6.6(a)—(h), the property can be un-combined to the original platted configuration and no variance would be required for minimum lot width and/or minimum lot size.

* * *

PART 3. ADMINISTRATION

Sec. 30.3.1. Planning and Zoning Commission

30.3.1.1 The Board of County Commissioners of Seminole County shall appoint a commission of seven (7) qualified electors of Seminole County to be known as the Planning and Zoning Commission. Said members shall be appointed for four (4) year terms and not more than a minority of the terms of such members shall expire in any one (1) year.

30.3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission. Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the ~~current planning office;~~ Planning and Development Division; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.

30.3.1.3 The Planning and Zoning Commission, regardless of the source of the proposal for change, shall hold a public hearing or hearings thereon, with due public notice, to consider the

proposed change and submit in writing its recommendations on the proposed change to the Board of County Commissioners for official action.

30.3.1.4 The Planning and Zoning Commission shall also constitute the County's land planning agency in accordance with Chapter 7 and have the duties and responsibilities set forth therein.

30.3.1.5 Special exceptions.

(a) The Planning and Zoning Commission shall hold a public hearing ~~or hearing~~ to consider a proposed special exception, and submit in writing its recommendations~~-~~ to approve, approve with conditions, or deny the special exception request ~~on the proposed action and if the special exception should be denied or granted with appropriate conditions and safeguards~~ to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioner may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested:

(1) Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area; and

(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and

(3) Is consistent with the County's comprehensive plan; and

(4) Will not adversely affect the public interest; and

(5) Meets any special exception criteria described in Additional Use Standards; and

(6) Meets the following additional requirements if located in the applicable zone:

a. If located in A-10, A-5, A-3, or A-1:

~~i.~~ 1. Is consistent with the general zoning plan of the rural zoning classifications; and

~~ii.~~ 2. Is not highly intensive in nature; and

~~iii.~~ 3. Is compatible with the concept of low-density rural land use; and

~~iv.~~ 4. Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services.

b. If located in OP:

~~i.~~ 1. Is consistent with the general zoning category and plan of the OP Office District.

~~ii.~~ 2. Is compatible with the concept of low intensity of land usage and site coverage.

~~iii.~~ 3. Has access (where applicable) to urban services, such as, sewer water, police, fire, and related services.

~~iv.~~ 4. Will not create, by reason of its characteristics, a requirement for the granting of a variance as a prerequisite to the granting of said special exception, especially (by way of illustration and not limitation) variances relating to setbacks, lot size, building height, lot coverage, access, or parking and loading.

c. If located in RP:

~~i.~~ 1. Is not detrimental to the character of the area or neighborhood or inconsistent with the trends of development in the area; and

~~ii.~~ 2. Is not incompatible with the concept of low intensity of land usage and site coverage; and

~~iii.~~ 3. Does not have an unduly adverse effect on existing traffic patterns, movements, and intensity.

(b) Conditions on special exceptions. In granting any special exception, the Planning and Zoning Commission may recommend and the Board of County Commissioners ~~may prescribe~~ require appropriate conditions and safeguards. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted, shall be deemed a violation of this Chapter. The Planning and Zoning Commission may recommend and the Board of County Commissioners may ~~prescribe~~ require, a reasonable time limit within which the action for which the special exception is required shall be begun or completed, or both.

(c) Application for special exception. An applicant for a special exception shall file with the Planning & Development Division a written application accompanied by payment of the appropriate fees, and a conceptual plan. The conceptual plan should include a simple development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping.

30.3.1.6 Conventional Rezonings.

(a) The Planning and Zoning Commission shall hold a public hearing to consider a request for conventional rezoning pursuant to the criteria below, and submit its recommendation of approval or denial, in writing, to the Board of County Commissioners for official action. After review of the application request and public hearing, the Board of County Commissioners may approve the request for rezoning provided that the Board determines the request:

(1) Complies and is consistent with the County's comprehensive plan;

(2) Meets this Code and other applicable County regulations;

(3) Is compatible with existing and planned uses in the surrounding area;

(4) Will provide access sufficient to support the proposed development intensity and the provision of public services;

(5) The expected impacts on transportation facilities will be addressed by existing County regulations;

(6) Will not adversely affect environmentally critical or sensitive areas and natural resources; and

(7) Has access to and will be served by an adequate level of public services such as sewer, water, police, fire, schools and related services: and.

(8) Provides a benefit to the community by meeting Goals and Policies in the Comprehensive Plan.

(b) Application for conventional rezoning request. An applicant for a rezoning shall file, with the Planning & Development Division, a written application addressing the above criteria, accompanied by payment of the appropriate fees, and a survey of the property completed within two years of the date of submission of the application.

(c) Community Meeting. An applicant for a rezoning shall hold a Community Meeting prior to the public hearing in accordance with Section 30.3.5 of the Land Development Code.

* * *

Sec. 30.3.3. Board of Adjustments

* * *

30.3.3.3 Appeal to the Board of Adjustment from decision of the Planning Manager. Appeals to the Board of Adjustment may be ~~taken~~ brought by any person aggrieved ~~or by any officer, Board, or bureau of the County affected~~ by any decision of the Planning Manager under this Code. Such appeal shall be ~~taken~~ submitted within thirty (30) days ~~after such~~ of the Planning Manager's decision ~~is made~~ by filing ~~with the Planning Manager~~ a written notice of appeal with the Planning Manager specifying the grounds and reasons for appeal. ~~thereof.~~ The appeal shall also ~~be in such form which provides a notice of the~~ include a copy of the decision being appealed and a discussion of the alleged error in the decision. The Planning Manager shall~~, upon notification of the filing of the appeal, forthwith,~~ transmit to the Board of Adjustment the notice of appeal and all documents, plans, papers, or other materials constituting the record of the Planning Manager's decision, and have the appeal set for hearing before the Board of Adjustment. ~~upon which the action appealed from was taken.~~

30.3.3.4 Notice Required on Hearing of Appeal. The Board of Adjustment shall fix a reasonable time for ~~the~~ hearing ~~of~~ the appeal, give public notice thereof, as well as ~~due~~ notice to the parties in interest, and decide ~~same~~ the appeal within a reasonable time. ~~Upon~~ During the hearing, any party may appear in person or by agent or by attorney. For procedural purposes, ~~an application for a special exception and~~ an appeal of a decision of the Planning Manager shall be presented by the Planning Manager before the applicant or appellant makes a presentation.

30.3.3.5 Appeals from Board of Adjustment Decision. Any person, or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may, within fifteen (15) days after ~~the filing of any decision in the office of the Planning Division~~ rendition of the Board of Adjustment's decision, but not thereafter, ~~apply~~ submit a written notice of appeal to the Board of County Commissioners for relief. The notice of appeal must be submitted to the Planning and Development Division and include a copy of the Board of Adjustment Decision, state the grounds and reasons for appeal, and ~~a discussion of~~ address the alleged error in the decision being appealed. The Planning and Development Division will set the time and date of the hearing before the Board of County Commissioners and provide notice to the parties in interest. The appeal before the Board of County Commissioners shall be de novo. ~~The applicant for the special exception shall make the initial presentation to the Board after County staff has advised the Board of the procedural history of the case.~~ At the hearing, the Board of County Commissioners shall affirm, reverse, or modify the Board of Adjustment's decision. Decisions shall be rendered by filing a copy of the order of the Board of County Commissioners with the Clerk to the Board and any applicable development orders or permits may be issued consistent with the Board's decision. Upon the rendering of a decision, any party may appeal to a court of competent jurisdiction.

30.3.3.6 Stay. An appeal to the Board of County Commissioners shall stay all further proceedings in ~~furtherance of~~ the action appealed from, unless the Board of County Commissioners determines, after considering evidence and testimony presented by County staff and the appellant, that the stay would cause imminent peril to lives or property. ~~the officer from whom the appeal is taken certifies to the Board of County Commissioners, after the notice of appeal shall have been filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to lives or property. In such case, proceedings shall not be~~

~~stayed otherwise than by a restraining order which may be granted by the Board of County Commissioners or by a court of record on application, on notice to the officer or Board from which the appeal is taken, and on due cause shown. The Board of County Commissioners shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the rendering of a decision, any party may appeal. Decisions shall be rendered by filing a copy of the order of the Board with the Clerk to the Board. Upon approval of a special exception or variance by the Board or the Board making a ruling relative to the appeal of a decision made by the Planning Manager, any development orders or permits may be issued consistent with the Board's decision unless stayed or enjoined by a court of competent jurisdiction.~~

* * *

Sec. 30.3.10. ~~Nonconforming uses.~~ Nonconformities.

30.3.10.1 In General.

(a) A nonconforming building may be maintained and repairs and alterations may be made, except that, in a building which is nonconforming as to use regulations, no structural alterations shall be made except those required by law. Repairs such as plumbing or the changing of partitions or other interior alterations are permitted.

(b) Buildings or structures or uses of land which are nonconforming shall not be extended or enlarged.

(c) When a nonconforming use of land has been discontinued for 180 days or longer, its future use shall revert to the uses permitted in the district in which said land is located.

(d) A ~~nonconforming~~ building or structure operating a nonconforming use, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood,

tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure shall not be reconstructed or restored for the same use except in compliance with all applicable provisions of the Code.

30.3.10.2 Nonconforming mobile homes and lot sizes in Agricultural Zones.

(a) The following shall be exempt from the minimum lot requirements of this article:

(1) Any mobile home or recreational vehicle park within the A-10, A-5 or A-3 Rural District which had received zoning approval prior to September 11, 1991 for the rental of mobile home spaces shall be allowed to continue; provided, however, that such mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan for development.

(2) Construction on existing, legally created, lots or parcels of record platted or recorded prior to September 11, 1991, which were legally buildable as of that date.

(b) Any mobile home park within the A-1 Agriculture District which has been legally established as a special exception under ~~heretofore~~ existing A-1 Zoning Classification for the rental of mobile home spaces shall be allowed to continue; however, said mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan of development.

30.3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1.

(a) All mobile ~~or manufactured~~ homes existing in the A-1 District prior to October 25, 2011, except for those authorized under Section 6.4.4, are hereby declared to be a nonconforming ~~use~~ structure in accordance with Section 30.3.10. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy.

(b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code.

(c) Existing mobile or manufactured homes may be replaced with a manufactured home ~~of not greater than two (2) times the original floor area~~ without a special exception if the home has remained vacant for less than 180 days. If the home has been vacant for 180 days or more, replacement of such home shall require a special exception. Larger units and other alterations exceeding the provisions of Section 3.10 shall also require a special exception.

(d) This Section shall not affect any mobile or manufactured home approved for temporary occupancy under Section 30.6.4.4.

30.3.10.4 Non-conforming lots and parcels. Where lots of record no longer meet current requirements due to surveying or other errors, if both the current records of the Seminole County Property Appraiser and the original plat for the property indicate the area of the lot is a given size, then review of the proposed development shall occur as if the lot were actually the size shown in both the appraiser's records and on the original plat.

When a residential unit on a nonconforming parcel that is zoned for residential or agriculture, is destroyed by flood, tropical storm, hurricane, tornado, fire, explosion, earthquake, war, riot, or force majeure, the principal unit may be reconstructed. The reconstructed unit must conform to the setbacks required by the underlying zoning district or receive a variance.

* * *

Sec. 30.3.13. Nonconformance due to government taking or voluntary dedication.

In any zoning district, should a governmental agency obtain a portion of a conforming lot for a public purpose, either through eminent domain proceedings or voluntary conveyance, and a nonconforming lot results, the Development Services Director shall have the authority to waive,

in whole or in part, any requirements outlined herein for said lot with respect to minimum lot width, minimum lot area and minimum building setbacks, parking requirements, landscape and buffering, provided all other requirements of this Code are met.

PART 4. ZONING DISTRICT STANDARDS

* * *

Sec. 30.4.8. R-3 and R-3A Multiple-Family Dwelling Districts.

30.4.8.1 Zone Description: These Districts are composed of certain medium- to high-density residential areas, plus open areas, where it is likely and desirable to extend such type of development. Due to the higher-than-average concentration of persons and vehicles, these districts are situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets.

30.4.8.2 Density regulations.

(a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed:

(1) A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or

(2) A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District.

30.4.8.3 R-3, R3-A - General Provisions and Exceptions.

~~(a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs~~

~~not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any site plan approval.~~

~~(b)~~(a) Accessory uses ~~may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.~~ shall be permitted in accordance with the Additional Use Standards of Part 6.

~~(c) Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs, may be approved for the complex at time of zoning approval. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at the time of zoning approval, must be approved by the Planning and Development Division Manager.~~

~~(d)~~(b) Recreation and open space comprising no less than twenty-five (25) percent of the gross acreage, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space.

~~(e)~~(c) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex.

~~(f)~~(d) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the Planning and Development Division for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, any accessory uses located on-site, and landscaping.

~~(g)~~(e) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits.

~~(h)~~(f) If covered storage for vehicles is provided, garage doors may not face a public right-of-way

Sec. 30.4.9. R-4 Multiple-Family Dwelling District.

30.4.9.1 Zone Description: This District is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story apartments and certain uses which are quasi-residential in character.

30.4.9.2 Building site area regulations. The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule:

Building Heights	Maximum Lot Coverage
20 feet or less	30%
20.1 feet to 30 feet	28%
30.1 feet to 40 feet	26%
40.1 feet to 50 feet	24%
50.1 feet to 60 feet	22%

30.4.9.3 General provisions and exceptions.

(a) ~~Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval~~ Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

(b) Site and stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit.

(c) If covered and enclosed storage for vehicles is provided, garage doors may not be visible from a public right-of-way

* * *

Sec. 30.4.1. OP Office District.

30.4.14.1 Zone Description: The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the District, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The District is most generally located on arterial or collector roadways.

Accessory uses shall be permitted in accordance with the Additional Use Standards of Part 6.

* * *

PART 5. PERMITTED USES BY ZONING DISTRICTS

Sec. 30.5.1. General requirements.

30.5.1.1 Table 5.2 specifies uses that are permitted, permitted on a limited basis, permitted by special exception, or prohibited in each zoning district. Numbers in parentheses refer to footnotes following the tables.

Uses may be subject to additional standards or restrictions based on the applicable zoning district or as described in:

(a) Part 6. Additional Use Standards

(b) Part 9. Supplemental Regulations

30.5.1.2 Interpretation of Permitted Uses Table.

(a) Where permitted, uses are subject to all the provisions, conditions, and standards of this Code.

(b) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a permitted use within a zoning district, the Planning Manager may interpret the use as permitted. The Planning Manager may refer to the North American Industry Classification System (NAICS) for a use interpretation. The unlisted use is subject to any additional standards applicable to the similar permitted use.

(c) Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to a permitted use, the use may only be permitted if submitted to the Planning and Zoning Commission for recommendation and approved by the Board of County Commissioners.

(d) Where any cell is blank, the use is prohibited.

(e) Where a use or structure is described as accessory, this means the nature of the use is customarily incidental and subordinate to a primary use on the same lot or parcel. The accessory use may only be operated in conjunction with the primary use. The primary use or structure must be established first.

(f) P - Permitted Uses: Indicates the specific use is permitted in the specific zoning district.

(g) L - Limited Uses: Certain uses may be allowed when meeting specified conditions, and after review by the Planning Manager, subject to the terms and conditions contained herein. The Planning Manager may impose additional conditions and limitations in furtherance of the public health, safety, and welfare.

(h) S - Special Exception: The Board of County Commissioners may permit uses designated as Special Exception within a given zoning district upon making the findings of fact required by Section ~~30.3.3.1.5~~ 30.3.1.5 of this Code; providing, however, such uses may be subjected to or limited by conditions of the Board

727 **Sec. 30.5.2. Permitted use table and footnotes.**

Table 5.2 — Land Use Table

Use	A-10, A-5;	A-1	RC-1	R-1AAAA	R-1A	R-1	R-1B	R-1BB	R-2	R-3A	R-3	R-4	R-AH	MM	RM-1	RM-2	RM-3	PLI	RP	OP	CN	CS	C-1	C-2	C-3	MUCD	M-1A	M-1	M-2
Residential and Lodging Uses																													
Assisted living facility (1-6 unrelated persons)	P	P ~~S~~	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	P ~~S~~ [4]	~~S~~	~~S~~	~~S~~	P	~~S~~	P ~~S~~ [4]	P ~~S~~ [4]			P	~~S~~			~~P~~ [13]	~~P~~ [13]		~~S~~			
Assisted living facility (7-14 unrelated persons)	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	P[4]	P[4]	P[4]	S[4]	S[4]						S[4]			P [13]	P [13]		P[4]			
Bed and breakfast	S	S																						P	P	P			
Boarding house / Dormitories										S	S	S														S			
Campground / RV Park																	P												
Community residential home/ certified recovery residences (1—6 unrelated persons)	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P		~~L~~ P		~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P	~~L~~ P									P			
Community residential home/ certified recovery residences (7—14 unrelated persons)	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	S[4]	~~L~~ P[4]	~~L~~ P[4]	~~L~~ P[4]	~~L~~ S[4]	~~L~~ S[4]						P						~~L~~ P[4]			
Dwelling, multiple-family										P	P	P	L	L									P[13]	P[13]		P			
Dwelling, two-family or duplex									P	P	P		P	L															
Dwelling, single-family	P	P	P	P	P	P	P	P	P				P	L	P				P										
Dwelling unit, accessory	P	P	P	P	P	P	P	P																					
Guest cottage	P	P	P	S	S	S	S	S	S																				
Dwelling unit, accessory for employee																	L			S			S	S	S	P	P	S	
Farmworker housing	S	S																											
Hotels & motels (exc. Bed & breakfast)																P								P	P		P	P
~~Home Occupation~~	~~P~~	~~P~~	~~P~~			~~P~~	~~P~~	~~P~~	~~P~~																				
~~Home Office~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~				~~P~~																
Live-Work Unit														L												P			
Mobile homes or manufactured homes	P	L													P	P	P												
Transient parking of recreational vehicles, campers, etc.	L	L															P												
Public and Civic Uses																													
Airport, public																		S											
Cemetery or mausoleum	S	S																S											
Child-care facilities																													
Family Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P									P			
Day Care Center		S				S	S	S	S				S	S	S					P			P	P	P	P		P	P
Civic Assembly																													
Neighborhood	S	L	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		L	P	S	S	P	P	P	P	L	P	P
Community	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	P	S	S	L	L	P	P	L	L	L
Regional																							S	S	L				
Fire Stations																		P		P	P	P	P	P	P				
Libraries																		P			P	P	P	P	P				
Medical facilities																													
Hospital		S										S						S		S[17]			S	S	S	S			P
Clinic, Medical or Dental																			S	P	P	P	P	P	P	P	P		P
Retail Pharmacy																							P	P	P	P	L[27]	P	P
Pain management clinic																									P			P	P
Residential facility, nursing home or rehabilitation center												S								S[17]			S	S	S	S			P
Recreational Facilities, Private		P[7]		S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]	S[10]			S[10]	S[10]	S[10]		S[10]					P	P	P	S	S	
Recreational Facilities, Public																		P											

Community Buildings, accessory			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								P			
Schools																												
Free-standing Kindergarten and/or VPK program		S				S	S	S	S				S	S	S					P			P	P	P	P			
Elementary school, Public or private	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P		P	P	P	P	P	S	P	S		
Middle school, Public or private		S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	P		P	P	P	P	P	S	P	S		
High school, Public or private		S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	P		P	P	P	P	P	S	S	S		
Vocational, business and professional (non-industrial)																				S[16]						S	P	P	P
Industrial Trade Schools																									P				P
College or university		S																P								S			
Commercial Uses																													
Automobile sales & service																													
Car wash																								P	P			P	P
Automobile, mobile home, and RV sales (excludes repair)																								P	P			P	P
Automobile service & repair																									P			P	P
Mechanical garages, bus, cab and truck repair, and storage																								S	P[22]			P	P
Paint & body shop																								S	P			P	P
Bank																				S[17]			P	P	P	P			
Convenience store																	L[24]					P	P	P	P	P			
Self-service gasoline pumps as an accessory use																						S	S	S	S				P
Dry cleaning (pick-up and drop-off only)																							P[14]	P[14]	P	P			
Food and Beverage																													
Alcoholic beverage establishment																							S	S		S			
Delicatessen / Café																					P	P	P	P	P	P	P	P	P
Ice cream / Coffee / Tea shop																					P	P	P	P	P	P	P		
Restaurant, drive-through																							P	P	P				
Restaurant, standard																							P	P	P	P	P	P	P
Funeral home																				S[17]			P[29]	P[29]	P[29]	P[29]	P[29]	P[29]	P[29]
Indoor recreation																							P	P	P	P			
Museum																							P	P	P	P			
Studios, Physical Fitness (includes dance, martial arts)																					P	P	P	P	P	P	P	P	P
Indoor assembly and entertainment																													
Theaters and Cinemas																							P	P	P	P		P	P
Commercial Kennels	S	S																						P	P			P	P
Laundry, self-service																						P	P	P	P	P			
Office uses												P						P	S	P	P	P	P	P	P	P	P	P	P
Outdoor advertising signs (Billboards)																								L	L				
Outdoor entertainment and assembly																													
Theater, drive-in																								S					
Stadiums, racetracks, and speedways		S[8]																											
Outdoor recreation and amusement uses, intensive		P[7]															L[25]							P	P	P			
Outdoor recreation uses, extensive	S[5]	S[5]															L[25]												
Outdoor storage of merchandise and/or materials																								P[22]	P[22]		P[22]	P[22]	P[22]
Personal Services																					P	P	P	P	P	P			
Retail Sales/Services																													
Light Retail																					P	P	P	P	P	P	L[27]		
General Retail																							P	P	P	P	L[27]	P	P
Grocery store																						P	P	P	P	P			

Agricultural Supplies																								P			P	P
Building and plumbing supplies																							P	P				
Flea market																								S				
Furniture warehouse with retail sales																							P	P			P	P
Marine sales and service																							P	P			P	P
Printing and book binding shops																							P	P	P	P	P	P
Retail, rural																												
Produce stand	P[3]	P[3]																										
Temporary sale of agricultural products																				S[12]	S[12]	S[12]	S[12]	S[12]				
Sexually oriented businesses																												P
Studios, Radio/television (excluding towers)																						P	P	P	P	P	P	P
Studios, Artist (includes music, photographic)																				P	P	P	P	P	P	P		
Veterinary Clinic[1]		S																				P	P	P	P		P	P
Industrial Uses																												
Automobile wrecking lots																											S	S
Bottling and distribution plants																								P		P	P	P
Cabinetry and woodworking shops																										P	P	P
Data processing services																										P	P	P
Incineration of organic materials		S																										P
Junk and Recycling Yards																											S	S
Laundry and dry cleaning plants																								P		P[18]	P[18]	P
Lithography and publishing plants																								P			P	P
Machine shops																										P[26]	P[26]	P[26]
Machinery sales and storage																								P			P	P
Manufacturing, Light																										P	P	P
Manufacturing, Heavy																											S	S
Soap																											S	S
Feed Mill																											S	S
Fertilizer																											S	S
Concrete block plants and redi-mix concrete plants																											S	S
Animal Processing																											S	S
Water-based and/or epoxy-based coatings, adhesives, sealants and paints																											P	P
Sawmill		S																										
Storage																												
Contractors' equipment storage yards																								P[22]			P	P
Self-Storage Facility																								P			P	P
Testing of materials, equipment and products																										P	P	P
Trade shops (including upholstery, metal)																								P			P	P
Warehouse and Distribution																								P[22]		P[22]	P[22]	P
Cold storage and frozen foodlockers																								P		P	P	P
Lumber Storage and Distribution																							S	P			P	P
Wholesale storage of flammable liquids or gases																											S[23]	S[23]
Wholesale meat and produce distribution																								P			P	P
Infrastructure and Transportation																												
Airplane landing field or heliport		S																								S	S	S
Communications tower, camouflage design	S	S	S	S	S	S	S	S	S	S	S	S			S		S	P	S	S	S	S	P	P	P		P	S	P
Communications tower, general	S	S	S	S	S	S	S	S	S	S	S	S			S		S	P	S	S	S	S	S	S	L[15]		L[15]	L[15]	L[15]
Conservation and flood control installations, public																		P											
Landfill, Sanitary		S																S									S	S
Parking garages or lots, primary use																		P		P				P	P	P[28]		P	P

Sewage treatment and related facilities, public		S															P[11]	P											
Sewage and/or water treatment plant, subdivision				S	S	S	S	S	S						S					S									
Solid waste transfer, storage and recovery station																		S										S	S
Solar Energy Systems (ES)																													
Roof-Mounted Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building-Integrated Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Solar, Accessory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Solar, Medium	P	P																P		S			S	S	S		P	P	P
Ground-Mounted Solar, Large	P	P																P									S	S	S
Temporary asphalt plants for public road construction		S																P											
Truck Terminal																											P	P	P
Utility and service structures, public	S	S	S	S	S	S	S	S	S								P	P		S			S	S	S	S	P[20]	P	P
Water treatment plant		S															P[11]	P											
Agricultural and Other Uses																													
Agriculture uses generally	P[2]	P[2]																											
Commercial Pig Farm		S																											
Poultry and livestock production (except pigs)	P[2]	P[2]																											
Fishing hatcheries or fish pools	P	P																											
Equestrian Facilities																													
Keeping of horses for use of occupant	P	P	S																										
Riding stables limited to 10 lessons and/or customers per day	P	S[9]																											
Riding stables exceeding 10 lessons and/or customers per day	S																												
Nurseries, Greenhouses, and Silviculture																													
Landscape contractor accessory to wholesale nursery or tree farm	P	S																											
Greenhouses — Wholesale Only	P[6]	P[6]																							P			P	P
Plant nursery — Wholesale Only	P[6]	P[6]																					P	P	P			P	P
Plant nursery — Retail																							P	P	P			P	P
Plant nursery — On-site produce Only	L	L																											
Tree Farm	P	P																											

P — Permitted
L — Limited Uses
S — Special Exceptions

Footnotes to Table 5.2:

1. No overnight boarding except for animals being treated on the premises
2. Agricultural operations and attendant structures; greenhouses (not involved with retail sales to the general public); including, but not limited to, poultry production, apiculture, dairy farms, plant nurseries, dairies, silviculture (including fish hatcheries and bait production); groves and farms for the cultivation and propagation of citrus, vegetables, fruits, berries, nuts, grass sod and trees; pastures and grasslands for cultivation and propagation of livestock. Barns, sheds, silos, granaries, and related agricultural structures.
3. Roadside stands for the sale of fruits, vegetables and similar products produced on the premises, provided such stand is placed no closer than twenty-five (25) feet to a property line.
4. Community residential homes having seven (7) to fourteen (14) unrelated residents, provided that the location does not create an over-concentration of such homes or substantially alter the nature and character of the area, all as defined in Florida Statutes as amended from time to time.
5. When making use of the land with nominal impacts to natural resources as determined by the Planning Manager.
6. Plant nurseries and greenhouses not involved with retail sales to the general public.
7. Neighborhood recreation areas, when approved as part of a subdivision plat.
8. Privately owned and operated recreational facilities open to the paying public, such as, athletic fields, stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility thereto.
9. Riding stables, provided that no structure housing animals is located nearer than one hundred (100) feet from a property line.
10. Private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager.

11. Where no other such facilities are available. Must be located within the park and not closer than two hundred (200) feet from any property line. All such facilities shall conform to State and County water and sewer plant regulations and shall be enclosed with a six (6) foot chain-link fence and shielded by screen planting.
12. Parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary.
13. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
14. Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
15. Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height. Communication towers when monopole in design if the tower is over one hundred forty (140) feet in height may be permitted by Special Exception.
16. Private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
17. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
18. Only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
19. Reserved.
20. Provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
21. Reserved.
22. Outside storage of parts, supplies or materials shall be permitted only in an enclosed or fenced area.
23. Wholesale storage of gasoline, liquefied petroleum, gas, oil, or other inflammable liquids or gases, provided they meet the regulations of N.F.P.A. and the Seminole County Building Code and, further, that all overhead storage tanks are diked.
24. A service store, with living quarters, if desired, to provide groceries, bottle gas, a snack bar, and supplies for occupants of the park.
25. Recreational facilities, such as, golf courses, swimming pools, tennis courts, marinas, etc. Petroleum products may be sold in marina areas only for marina use.
26. Using only electrically fired forges
27. Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.
28. Subject to landscaping and screening requirements of the MUCD district.
29. No cremation.

Sec. 30.5.3. Use consolidation.

(a) Detailed use categories have been consolidates as described in the Use Consolidation Table.

(b) See table below.

Use Consolidation Table
Civic Assembly, not for profit
Community centers
Meeting halls
Places of worship, houses of worship, religious institutions
Recreation centers
Indoor recreation
Bowling Alley
Museum
Historical and cultural exhibits
Dance and music studios
Indoor Private Assembly and Entertainment
Arenas
Theaters
Cinemas
Banquet halls
Office uses
Architects
Attorneys
Engineering
Finance offices (accounting, auditing, bookkeeping)
Insurance
Medical and dental

Office showroom
Real estate
Telephone business offices and exchanges
Retail sales and services, light
Book, stationery, and newsstands
Candy Stores
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores
Locksmiths
Luggage shops
Pharmacies
Sporting goods
Tobacco shops
Toy stores
Wearing apparel shoes
Personal Services
Barber and beauty shops
Shoe repair
Tailoring shops
Watch and clock repair
Retail sales / service uses (general)
Appliance stores
Bakeries
Pet stores
Employment agencies
Furniture stores
Hardware stores
Quick print shops
Light industrial uses (exc. Water treatment plant)
Bottling and distribution plants
Cold storage and frozen foodlockers
Data processing services
Laundry and dry cleaning
Machine shops
Assembling of metal, plastic or cardboard containers
Testing of materials, equipment and products
Cabinetry and woodworking shops
Manufacturing, Light
Garments
Photographic equipment and supplies
Bakery products
Boats
Ceramics, pottery (using electrically fired kilns)
Chemical products and processing
Dairy products
Electrical machinery and equipment
Furniture
Glass and glass products (using electrically fired kilns)
Pharmaceutical products

Shoes and leather goods (exp leather processing)
Brooms and brushes
Candy and confectionaries
Cosmetics and toiletries (exp soap)
Candles
Jewelry
Optical equipment
Perfume
Precision instruments and machinery
Plastic products (exp pyroxylin)
Silverware
Spices and spice packing
Stationary
Toys
Electronic equipment and assembling
Assembling of metal, plastic or cardboard containers
Outdoor recreation uses, extensive
Country Club
Golf Course
Golf Driving Range
Gun club
Fishing club or camp
Marina
Outdoor recreation uses, intensive
Swimming pools
Sports courts (e.g. Tennis, Basketball, Pickleball, Volleyball, Handball)
Sport fields (e.g. Baseball, Soccer, Softball)
Recreational Facilities, Public
Public campgrounds and RV parks
Public golf courses, playgrounds, sport fields, sport courts, and the like
Public pools, fitness centers, indoor recreation facilities, and the like
Public parks, parkways, and preserves, and related facilities
Public zoos, arboretums, museums, historic and cultural exhibits, and the like

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PART 6. ADDITIONAL USE STANDARDS

Sec. 30.6.1. Accessory building and uses.

30.6.1.1 Accessory uses in office and multiple-family residential uses.

(a) Accessory uses, when permitted, are intended to complement any permitted uses.

(b) Accessory uses may ~~shall~~ include:~~, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary~~.

(1) OP Office District: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar, or sales of non-prescription health and pharmaceutical products apothecary. Any uses like or similar uses must be approved by the Planning and Development Division Manager.

(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts: Personal services uses, designed primarily for the occupants of the complex, such as, day care centers, beauty and barber shops, and health clubs. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed, unless otherwise approved by the Planning and Development Division Manager. Any uses like or similar uses must be approved by the Planning and Development Division Manager.

(c) Location. In office developments, a~~A~~ccessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings. In multiple-family developments, accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use.

(d) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building.

(e) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use.

~~(e) Accessory uses as described above are permitted in the following zones:~~

~~(1) OP Office District~~

~~(2) R-3A, R-3, and R-4 Multiple-Family Dwelling Districts~~

(f) The determination of whether a use is accessory shall be made by the Development Services Director based on the intended use, size, and transportation impacts.

30.6.1.2. Accessory buildings and uses in residential areas.

(a) When an accessory building is attached to a main building by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building.

(b) In no event shall an accessory building, boat dock, or structure be established prior to the principal use to which it is accessory.

(c) In any residential area, no livestock or fowl, other than backyard chickens in compliance with Section 30.6.19, may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.

(d) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable

horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel.

(e) Accessory buildings shall not exceed the height limitations of the underlying zoning district. ~~principal building in terms of mass, size, and height unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable.~~ When the height of an accessory structure exceeds the height of the principal structure, the structures shall be architecturally compatible. Each detached accessory structure or building shall not exceed fifty (50) percent of the living area of the principal building unless located in the A-1 zoning District and used for agricultural purposes such as a livestock barn or stable. ~~This provision does~~ These provisions do not apply to accessory structures within the A-3, A-5, and A-10 zoning Districts, or properties zoned A-1 that exceed three (3) acres in total area and the accessory structure is architecturally compatible. A screened pool structure height may exceed the height of the principal structure, but no taller than permitted by the applicable zoning district.

(f) An accessory building or structure greater than 200 square feet and twelve (12) feet in height shall comply with the following architectural standards unless located in the A-1, A-3, A-5, and A-10 zoning districts and used for agricultural purposes such as a livestock barn or stable: the exterior and roof (if any) shall be comprised of materials commonly used throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof. Accessory Dwelling Units must conform with Section 30.6.1.3 of this Part.

30.6.1.3 Accessory Dwelling Units.

(a) Accessory Dwelling Units Generally.

(1) It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural Districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons.

(2) On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days notwithstanding section 509.032(7)(b), Florida Statutes.

(3) An existing home may be utilized as an ADU upon construction of an additional unit as long as the converted structure meets the size criteria of this section. ~~at least two hundred eighty-five (285) percent of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.~~

(4) The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.

(5) ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity Planned Development (HIP) future land use designations.

(6) An accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,100 square feet, whichever is less. There shall be a maximum of one (1) accessory dwelling unit per single family lot or parcel. Within the A-3, A-5, and A-10 zoning Districts, and properties zoned A-1 that exceed three (3) acres in total area, the accessory dwelling unit shall not exceed fifty (50) percent of the living area of the principal dwelling unit, or 1,600 square feet, whichever is less. Regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet in all zoning districts that allow accessory dwelling units. ~~The Board of Adjustment shall not consider variances~~ Variances related to ADU size, or minimum area and width of any lot where an ADU is proposed are not permitted.

(7) A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area~~, or to the rear of the unit~~.

(8) Impact Fees.

a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed

restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes.

b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule.

(b) Accessory Dwelling Units in A-3, A-5, and A-10.

(1) ADUs in A-3, A-5, and A-10 shall be permitted by right subject to the following requirements:

a. No more than one (1) accessory dwelling unit shall be permitted on any parcel or lot;

b. ~~Except as provided in Section 5.19(b), t~~Total floor area of the accessory dwelling unit shall not exceed ~~thirty five (35)~~ fifty (50) percent of the ~~gross floor~~ living area of the main residence; ~~or one thousand (1,000)~~ 1,600 square feet square feet, whichever is less; regardless of principal dwelling unit area, the accessory dwelling unit may be 700 square feet.

~~i.~~ 1. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on property where the principal structure is also a manufactured home.

~~ii.~~ 2. The moving hitch, wheels, axles, and transporting lights shall be removed from a manufactured dwelling unit and skirting shall be placed around the base, in compliance with any regulations of the National Flood Insurance Program, to ensure neighborhood compatibility.

c. If located in a detached structure, the accessory dwelling unit shall maintain the same front setback as the main structure and not project beyond the established building line unless set back a minimum of one hundred (100) feet from the front property line.

(c) Accessory Dwelling Units in Other Districts.

(1) ADUs shall be permitted in all R-1 Districts, RC-1, and A-1, subject to administrative approval by the Planning Manager. In addition, ADUs shall be permitted in the PD zoning district, subject to administrative approval by the Planning Manager, on lots designated for single family residential use, having a minimum lot area of five thousand (5,000) square feet and fifty (50) feet in width.

(2) An ADU shall be architecturally compatible with the principal dwelling unit and subject to the same building code requirements. The following criteria shall be met, as applicable:

a. The ADU must have a complementary appearance to that of the principal structure. This may be achieved through use of the same natural materials used to construct the primary structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block. Also, architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and an ADU.

b. Building elevations shall be provided for review prior to issuance of permits.

~~(3)~~(d) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits:

Zoning Districts	Maximum Impervious Coverage*
RC-1, A-1	30%

R-1BB	65%
R-1B	60%
R-1	50%
R-1A	40%
R-1AA	40%
R-1AAA	40%
R-1AAAA	30%
PD	**
*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments). **The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development	

* * *

Sec. 30.6.6. Alcoholic beverage establishments.

30.6.6.1 Approvals on state alcoholic beverage licenses.

(a) Whenever any approval, consent, authorization, or similar request is made by an applicant, agency, property owner, or any other person or entity relative to the appropriateness, land use or zoning consistency or conformity, or other similar action pertaining to location or siting of a business, person or entity distributing, selling, or bartering any alcoholic beverages; an application for the requested action shall be made on a form prescribed by the ~~planning office~~ Planning and Development Division, which form shall, at a minimum, describe the uses which will occur on the property.

(b) To implement approval of the requested action, a development order shall be issued in accordance with this Code in a manner and form that provides that the uses identified on the application shall be uses to which the property shall be limited and that the provisions of the development order shall run with and burden the property.

30.6.6.2 Performance standards.

(a) Definitions. For the purpose of this Section, the following definitions shall apply:

(1) Bona fide restaurant. An establishment where a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages. The determination of whether an establishment is a bona fide restaurant shall be made by the Planning Manager.

(2) Incidental sales. In the case of an establishment selling groceries and household dry goods, if the floor area for the sale of alcoholic beverages does not exceed ten (10) percent of the net sales floor area the sales from alcoholic beverages shall be deemed incidental. In the case of a bona fide restaurant, if a majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, the sales from alcoholic beverages shall be deemed incidental.

(b) Special exception required. Any establishment selling alcoholic beverages, where the sale of alcoholic beverages is not incidental to other products offered for sale, either for on-premise or off-premise consumption, must apply for and be granted a special exception by the Board of County Commissioners before selling alcoholic beverages. The Board of County Commissioners may also grant a special exception to allow a bona fide restaurant, located within ~~one thousand (1,000)~~ five hundred (500) feet of a ~~church or~~ school, to serve alcoholic beverages with meals. Said special exception may only be granted in those zoning classifications that allow alcoholic beverage establishments as a conditional use.

(c) Landscaping and buffering shall be consistent with ~~requirements. On property where an on-premise consumption alcoholic beverage establishment is the sole use of the development site, the opacity of all required buffers under~~ Section 30.14.5. ~~30.14.7 shall be increased by 0.2. However, this requirement shall not apply to on-premise alcoholic beverage establishments that are part of a planned shopping center unless the Board of County Commissioners finds that off-site impacts require such additional buffering.~~

(d) Separation requirements. Any establishment selling alcoholic beverages for consumption on-premise shall maintain a five hundred (500) foot separation from the nearest entrance of any public, private or parochial school. The five (500) foot separation shall be measured from the entrance of the alcoholic beverage establishment to the nearest entrance of the school. The entrance is considered to be any point of access to the building intended for use by the public, customers, students or visitors. ~~the following separation from all churches, schools, and property assigned a residential zoning classification or land use designation, or like establishments:~~

~~(1) Houses of Worship. No closer than one thousand (1,000) feet measured along the shortest possible line lying entirely within public rights-of-way, such measurement being between the nearest entrance to the alcoholic beverage establishment and the nearest point on the plot occupied by the house of worship.~~

~~(2) Schools public, private, and parochial. No closer than one thousand (1,000) feet air-line measurement from lot line of the alcoholic beverages establishment to the nearest lot line of the school.~~

~~(3) Residential properties. No closer than the following; provided, however, that bona fide restaurants and establishments that are located in and are part of a planned shopping center shall not be subject to these restrictions:~~

~~a. Five hundred (500) feet, measured along the shortest possible distance traveled by a pedestrian from the entrance of the alcoholic beverage establishment to the boundary of any property assigned a residential zoning classification or land use designation.~~

~~b. One hundred (100) feet from the closest vertical building extremity of the alcoholic beverage establishment to the boundary of the nearest property assigned a residential zoning classification or land use designation.~~

~~(4) Like establishments. Alcoholic beverage establishments that are not part of a planned shopping center shall not be located nearer than five hundred (500) feet from a like establishment. For example, no cocktail lounge may be located within five hundred (500) feet from another cocktail lounge. Measurement shall be between building entrances along the shortest possible line lying entirely within public rights-of-way.~~

Sec. 30.6.7. Communication antennas/towers.

30.6.7.1 Legislative purpose and intent.

(a) The County has, on numerous occasions and with increasing frequency, received requests to approve sites for communication towers. Land development regulations have not adequately identified specific procedures to address recurring issues relating to the approval of locations for communication towers. The inadequacy of such regulation, in light of the growing influx of requests, may have resulted in the placement of towers in less than optimal locations with less than optimal conditions placed upon such uses. The Board of County Commissioners finds and determines that the placement of communication towers in less than optimal locations or with inadequate consideration being given to sound land use planning and principles may cause a detriment to the citizens of the County and surrounding communities. Therefore, it is the intent of Sections 30.6.7.1 through 30.6.7.9 to address the recurrent issues pertaining to the approval of communication towers upon parcels located in the County.

(b) Among the chief purposes of Sections 30.6.7.1 through 30.6.7.9 are the following goals, objectives, and policies:

(1) To accommodate the growing need for communication towers;

(2) To encourage and direct the location of communication towers in the County to the most appropriate locations considering sound planning and land use practices, to

ensure compatibility between communication towers and abutting land uses, to provide for adequate setback requirements between communication towers and abutting and proximate land uses, to provide for adequate separation requirements between communication towers, to provide for the needs of the communication industry, to provide for the needs of the public, to provide for the protection of private property rights, to provide for developments in technology, impacts, and to provide for the requirements of federal, state and local law;

(3) To protect residential areas and land uses from the potential adverse impacts of communication towers when placed at inappropriate locations or permitted without adequate controls and regulation consistent with the provisions of law;

(4) To minimize the adverse visual impacts resulting from communication towers through sound and practical design, siting, landscape screening, and innovative camouflaging techniques all in accordance with generally acceptable engineering and planning principles and the public health, safety, and welfare;

(5) To avoid potential damage to adjacent properties through sound engineering and planning and the prudent and careful approval of communication tower sites and structures;

(6) To promote and encourage shared use of existing and new communication tower sites and towers as a primary option rather than construction of additional single-use towers;

(7) To evaluate current trends and projected areas of advancement relative to communication towers, the telecommunications industry, and related matters on an ongoing basis;

(8) To provide the County with the information pertaining to enhanced and new uses of communication towers and the systems to which they relate.

(c) The Board of County Commissioners hereby finds and determines that the provisions of this Code are consistent with the provisions of the Seminole County Comprehensive

Plan, the Strategic Regional Policy Plan, the State Comprehensive Plan, as well as the provisions of state and federal law.

(d) The Board of County Commissioners recognizes the fact that technological developments in the area of telecommunications occur at a pace that is difficult to keep pace with and that it is essential to the public interest for local governments to continually develop land development regulations that protect the public health, safety, and welfare of the citizens of the County. As technologies such as cable microcell integrator transceiver technology and other similar technologies develop, it is the intent of the County to encourage the use of such technology to the extent practicable and lawful, with full consideration being given to the protection of the property rights of the public in public right-of-way.

(e) Nothing in Sections 30.6.7.1 through 30.6.7.9 shall be construed to grant any person or entity a permit, license, entitlement, or right of any type whatsoever to use the right-of-way, property, or property rights of the County.

30.6.7.2 Applicability/administration.

(a) All new communication towers in unincorporated Seminole County shall be subject to the land development regulations set forth in this Part, all other applicable land development regulations set forth in this Code, and all federal and state laws relating thereto.

(b) For purposes of measurement, communication tower setbacks, and separation distances, as outlined in Section 30.6.7.3, shall be calculated and applied to facilities located anywhere in Seminole County, irrespective of municipal and County jurisdictional boundaries.

(c) All new communication antennas which are not attached to communication towers shall comply with Section 30.6.7.6.

(d) All communication towers existing prior to the effective date of Sections 30.6.7.1 through 30.6.7.9 shall be permitted to continue to be used as they presently exist. Routine maintenance (including replacement with a new tower, or tower of less impact, of like construction; provided, however, that any such tower shall be the same or less height of the tower as it existed on the effective date of this Part) shall be permitted on such existing communication towers; provided, however, that replacement of the communication tower shall require the entire site be brought into compliance with Section 30.6.7.4. New construction, other than routine maintenance of an existing communication tower, shall comply with any adopted land development regulations, applicable building codes and related codes.

(e) A communication tower that has received County approval in the form of either a special exception or building permit, but has not yet been constructed, shall be considered an existing tower if such approval is valid, current, and not expired.

(f) AM array consisting of one (1) or more tower units and supporting a ground system that functions as one (1) AM broadcasting antenna shall be considered one (1) communication tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of a communication tower included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

(g) The determination as to whether placement of a communication tower on property assigned the PD zoning classification shall be based on the identified zoning or use for that tract within the development.

(h) Determinations of compliance with the provisions of Sections 30.6.7.1 through 30.6.7.9 or with regard to any matter relating to communication towers shall be made by the Planning Manager subject to the appeal processes and procedures as set forth at Sections 30.3.2 and 30.3.3.

(i) To ensure that the least intrusive methods for communication service are implemented, the Planning Manager may require detailed written reports from applicants explaining and detailing, among other things, the reasons that collocation, camouflaging, alternative site, or a less intrusive tower or antenna was not proposed.

30.6.7.3 Performance standards.

(a) Setbacks.

(1) Communication tower setbacks shall be measured from the outer extremity of the base of the communication tower to the property line of the parcel on which it is located.

(2) Communication towers shall be located on parcels that comply with the minimum setback and lot size requirements of the zoning classification assigned to the property on which they are located.

(3) For towers located on properties assigned to the PD zoning classification, the setback requirements for the parcel outlined in the PD approval shall apply.

(4) In cases where there are non-conforming residential uses on the property that is not assigned a residential zoning classification, a reduction of fifty (50) percent of the side or rear yard setback distance opposite the non-conforming residential use shall be permitted by the Planning Manager unless the side or rear yard proposed for reduction is assigned a residential land use designation or zoning classification.

(b) Minimum Separation From Off-Site Uses/Designated Areas.

(1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below.

(2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided.

(3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance.

(4) Separation distances may be decreased ~~or increased~~ by the Board of ~~Adjustment~~ County Commissioners. The requirements to obtain a separation decrease are set forth in Table 1 below. ~~in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented demonstrating unique planning considerations and compatibility impacts.~~

TABLE 1
MINIMUM SEPARATION FROM OTHER USES

Off-site Use	Separation Distance
Property assigned a single-family (includes modular homes and mobile homes used for living purposes), duplex, or multi-family residential zoning classification or future land use designation or with an existing residential use.	Two hundred (200) feet or three hundred (300) percent height of tower, whichever is greater~~,~~. The separation distance can be reduced if ~~except when~~ the Board of County Commissioners determines, based on competent substantial evidence, ~~a variance is granted based upon findings~~ that the aesthetic impacts of the tower are ~~enhanced~~ mitigated, that compatibility with abutting property owners ~~are~~ is maintained, and the approval of the tower in the proposed location is ~~would be~~ consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~
Property assigned a non-residential zoning classification or future land use designation or property with an existing non-residential use	None. Only district setbacks apply

(c) Separation Distances Between Communication Towers.

(1) Separation distances between communication towers shall be measured between the communication tower proposed for approval and those towers that are permitted or existing.

(2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower.

(3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below:

TABLE 2
SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS

Description	Existing Towers				
	Lattice	Guyed	Monopole 75 ft. in Height or Greater	Monopole Less than 75 ft. in Height	Camouflage
Lattice	5,000	5,000	1,500	750	0
Guyed	5,000	5,000	1,500	750	0
Monopole 75 ft. in Height or Greater	1,500	1,500	1,500	750	0
Monopole Less than 75 ft. in Height	750	750	750	750	0
Camouflage	0	0	0	0	0

(4) Minimum separation distances between communication towers, as set forth in Table 2, may be decreased ~~A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted~~ when two (2) or more communication tower owners or operators agree to collocate their communication antennas on the same communication tower and upon findings ~~being made~~ that the aesthetic impacts of the tower are ~~enhanced,~~ mitigated, that compatibility with abutting property owners is maintained, and the

approval of the proposed tower ~~would be~~ is consistent with and furthers the provisions of Section 30.6.7.1. ~~The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.~~

(d) Measurement of Height. Measurement of communication tower height shall include antenna, base pad, and any and all other appurtenances and shall be measured from the finished grade of the parcel on which the communication tower is located.

30.6.7.4 Design criteria.

(a) Illumination. Communication towers shall not be artificially ~~lighted~~ lit except to ~~assure~~ ensure human safety or as required by the Federal Aviation Administration (FAA). At time of construction of a communication tower in cases where there is property assigned a residential future land use designation, a residential zoning classification or has a valid residential use located within a distance from the tower which is equal to or less than three hundred (300) percent of the height of the communication tower, dual mode lighting shall be requested by the applicant from the FAA.

(b) Finished Color. Communication towers not requiring FAA painting/marking shall have either a galvanized finish, shall be painted a non-contrasting gray finish, or shall be painted in a finish to enhance camouflaging as determined by the Planning Manager.

(c) Fencing. A chain link fence or a wall not less than eight (8) feet in height from finished grade shall be installed by the applicant around each communication tower. Barbed wire or another fencing method to prevent pedestrian access to the tower, as approved by the Planning Manager, shall be installed along the top of the fence or wall, but shall not be included when calculating the height of the fence or wall. Access to the tower through the fence or wall shall be

through a gate which shall be locked at all times that the person or entity in charge of the communication tower or site is not occupying the communication tower site.

(d) Landscaping.

(1) The visual impacts of each communication tower shall be mitigated through landscaping or other screening materials at the base of the communication tower and ancillary structures in order to maintain visual aesthetics for those who must view the site on a regular basis including, but not limited to, proximate residents and the traveling public.

(2) The following landscaping and buffering requirements shall apply to each communication tower around the perimeter of the tower and accessory structures; provided, however, that these standards may be determined by the Planning Manager, based upon the intent of this Section and sound and generally acceptable planning principles, to be unnecessary for those sides of the property on which a proposed tower will be located that are near to lands that are not likely to be developed or that are not likely to be adversely impacted by the communication tower or when the property on which the communication tower will be located is not in public view.

(3) Landscaping shall be installed on the outside of fences.

(4) The use of existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement to meeting landscaping requirements.

(5) A row of canopy trees a minimum of eight (8) feet tall, two and one-half (2½) inches in caliper, and a maximum of ten (10) feet apart shall be planted around the perimeter of the fence or at locations which enhance greater screening from other uses as determined by the Planning Manager.

(6) A continuous hedge at least twenty-four (24) inches high at planting of sufficient health and quality able to attain a height of at least thirty-six (36) inches within twelve (12) months shall be planted in front of the tree line.

(7) All landscaping shall be of the evergreen variety, being a minimum quality of Florida #1.

(8) All landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

(e) Structural Design.

(1) Communication towers shall be constructed in accordance with the most current edition of the EIA/TIA 222-E Standards, as published by the Electronic Industries Association, any and all Seminole County construction/building codes, all applicable land development regulations, and federal and state law.

(2) Any improvements and/or additions to a communication tower, such as, by way of example only, antenna or satellite dishes, must be submitted for approval to the County and shall require submission of plans sealed and verified by a professional engineer licensed in the State of Florida which provides substantial competent evidence of compliance with the then current EIA/TIA Standard. Said site plan shall be submitted to and subject to the approval of the Seminole County Building Official or his or her designee.

(f) No commercial signage or advertising shall be permitted on a communication tower unless otherwise required by law or the signage pertains only to the posting of the property relative to trespassing.

30.6.7.5 Abandonment.

(a) In the event the communication tower is found by the Planning Manager to be abandoned, the owner/operator of the communication tower or the owner of the property on which the communication tower is located shall have one hundred eighty (180) days from the date of the Planning Manager's finding of abandonment within which to:

(1) Reactivate the use of the communication tower or transfer the tower to another owner/operator who must make actual use of the tower as previously permitted within ninety (90) days of the transfer, or

(2) Dismantle and remove the communication tower.

(b) Determination of the date of abandonment shall be made by the Planning Manager, who shall have the power to request documentation and affidavits from the communication tower owner/operator regarding the issue of communication tower usage. The communication tower owner/operator shall provide all requested information within five (5) working days of a request being made.

(c) With regard to towers that received special exception and/or variance approval, one hundred eighty (180) days after dismantling or the expiration of the three hundred sixty (360) day period as set forth in this Section, the special exception and/or variance for the tower shall automatically expire.

(d) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, ~~with the Planning Manager~~ in favor of the County in an amount, as estimated by the owner/operator's engineering consultant, ~~to found by the Planning Manager to be reasonably necessary~~ that includes all work necessary to remove the communication tower and return the site to the condition it existed prior to the placement of the communication tower on the site. ~~in the event of abandonment.~~ The County

Engineer shall review the bond estimate provided by the owner/operator to determine whether or not the amount of the bond is sufficient to cover the work required and either approve or require the owner/operator to revise the estimate. ~~Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners.~~ The contents of such bond shall include, or the bond shall be accompanied by, a contingent right of entry in favor of the County ~~which~~ that runs with the land ~~to authorize~~ authorizing entry upon the property in the event that it is necessary to remove the abandoned tower.

* * *

30.6.7.7 Collocation of communication tower antennas.

(a) General policy relating to collocation. To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, collocation of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may collocate onto existing communication towers if they satisfy the requirements of this Section and no special exception is required. If collocation requires utilization of real property for construction of ancillary facilities, such as equipment rooms, and such use or uses are expressly prohibited by the existing special exception, then an amendment to the special exception will be required.

(b) Procedure for administrative granting of ~~special exceptions~~ collocation. ~~If co-location requires utilization of real property for construction of ancillary facilities such as equipment rooms, which uses were not permitted under the applicable zoning code and which uses are expressly prohibited by prior special exceptions, then such ancillary facilities such as~~

~~equipment rooms shall not be deemed a permitted use as a matter of right under this Section unless and until a special exception is issued pursuant to the provisions of this subsection.~~

(1) The Planning Division Manager, after consultation with the applicant, shall determine~~ in conjunction with the Development Services Director~~, consistent with sound and generally accepted planning and land use principles, whether co-location of ancillary equipment, such as equipment room, in support of co-located communication antennae are appropriate and meet the criteria of this Section.

(2) Upon a determination that the collocation of ancillary facilities, including equipment rooms, is appropriate for a parcel, the Planning Division Manager shall issue an approval to allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~ cause a "Notice of Intent to Allow Co-Location of Communication Tower Ancillary Facilities, Including Equipment Rooms" to be published in a newspaper of general circulation. The Notice shall, at a minimum, state the address of the real property and the proposed use. The Notice shall further state that any person objecting to the use of the property as described must file a notice of objection with the Planning Division within fifteen (15) days of the publication.~~

(3) Upon a determination that collocation of Communication Tower ancillary facilities (including equipment rooms) is not appropriate for the subject property, the applicant may appeal said decision the Board of County Commissioners by filing a notice of appeal with the Planning Division within fifteen (15) days of the rendering of the decision. The Planning Division shall schedule the appeal before the Board. The Board may approve or deny the co-location.

~~(4) If the Planning Division receives no objections to the Notice, in his or her sole discretion, then the Planning Manager shall allow the co-location of Communication Tower ancillary structures (including equipment rooms) as proposed.~~

~~(5)~~(4) The ~~Development Services Director~~ Planning Division Manager shall issue a development order or denial development order consistent with the determination made under this Section.

(c) Type of construction. A communication tower that is modified or reconstructed to accommodate the co-location of an additional communication antenna shall be of the same tower type or a lesser impact tower type, as determined by the Planning Manager based upon the intent of Sections 30.6.7.1 through 30.6.7.9 and sound and generally acceptable planning practices and principles, as the existing communication tower.

(d) Height. An existing communication tower may be modified or rebuilt to a taller height, not to exceed twenty (20) feet over the tower's existing height, to accommodate the collocation of an additional communication antenna. Such a height increase may only occur one (1) time per communication tower and may be allowed for those sites, which obtained previous special exception approval. The additional height authorized herein shall not require an additional distance separation as described in Table 1, Section 30.6.7.3(b). The communication tower's pre-modification height shall be used to calculate such distance separations.

(e) Site location. A communication tower that is being rebuilt to accommodate the collocation of an additional communication antenna may be moved on the site to an area located within fifty (50) feet of its existing location and may also be relocated, with the approval of the Planning Manager based upon sound planning and land use principles and upon a finding that such approval would be consistent with and further the intent of this Code, in the same manner on a site

which received a previous special exception notwithstanding any condition of approval relating to the grant of the special exception. After a communication tower is rebuilt to accommodate collocation, only one (1) tower may remain on the site. A communication tower relocated on a site shall continue to be measured from the original tower location for purposes of calculating separation distances between communication towers. A communication tower that has been relocated on a site and which intrudes into the separation distances required with regard to property described in Table 1, Section 30.6.7.3(b), shall only be permitted when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance.

~~(f) Filing of a master plan. To enhance the County's ability to promote the co-location of communication towers, any communication company that owns or operates a communication tower in the County or intends to install a communication tower in the County shall file with the Planning Division a master plan indicating the site of all existing communication towers, any and all proposed communication tower sites and a statement describing the anticipated communication tower needs over the next ten (10) years; provided, however, that disclosure of marketing strategies, trade secrets, commercially privileged information or any other information that the provider deems would adversely affect his, her or its ability to compete is not required to be disclosed and the determination of the communication company shall be conclusive. The master plan shall be filed on or before January 1 of each year. The master plan is not binding. Its primary purpose is to serve as a mechanism of coordinating collocation of communication towers between persons and entities involved in that industry.~~

30.6.7.8 Certification of compliance with FCC NIER Standards. Prior to receiving final inspection by the County the applicant shall provide certification to the FCC, with copy to the

current planning office, verifying that the communications facility complies with all current FCC regulations for NIER.

30.6.7.9 Nonconforming uses. Bona fide nonconforming communications towers or antennas that are damaged or destroyed may be rebuilt without being required to comply with applicable separation requirements. The type, height, and location of a replacement communication tower shall be of the same type and intensity or of a type and intensity of less impact as the communication tower that was damaged or destroyed. Building permits to rebuild a communication tower shall comply with all building codes and must be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained or if a permit that was issued expires, the communication tower shall be deemed abandoned in accordance with Section 30.6.7.5.

30.6.7.10 Camouflage towers; where permitted. The Planning Manager may permit camouflage communication towers on any parcels which is not assigned a residential zoning classification provided that the Planning Manager makes the findings set forth in the definition of the term "camouflage communication tower."

* * *

30.6.10. Community residential homes, ~~and~~ assisted living facilities~~.~~, and Certified Recovery Residences.

~~30.6.10.1 Statement of intent.~~

~~(a) In order to prevent concentration of foster care and group home facilities and the detrimental impact to a neighborhood caused by a high concentration of these facilities, the Board of County Commissioners shall exercise care in considering a request to establish a foster care or group home facility by determining that the approval of the new facility or addition to an existing~~

~~facility, when considered in light of the number of other such facilities licensed by the state (excluding foster homes) in the vicinity of the proposed site will not stress the limited capacity of a neighborhood's existing social structure to accommodate foster care and group home facilities. A second intention of this provision is to protect existing foster care and group home facilities from the possibility that an over concentration of such facilities in a neighborhood might develop which may inadvertently recreate an institutional setting. Such a setting is an impediment to the successful functioning of foster care and group home facilities.~~

~~(b) To help fulfill this intent the applicant is required to provide a list of the location of all group care facilities indicating the number of clients at each facility. The list is to be certified by the State department licensing such facilities.~~

30.6.10.2~~2~~1 Community residential homes. ~~may be approved by the Planning Manager as a Limited Use, providing, in addition to all other required findings:~~

~~That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~

"Community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such

supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.

(a) Community residential homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table.

(b) Community residential homes with seven (7) to fourteen (14) unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in s. 419.001, Florida Statutes.

(c) Community residential homes with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings:

(1) The proposed community residential home is not located within a radius of 1,200 feet of another existing community residential home. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home.

(2) In single- and two-family residential districts (including A-1 and RC-1) when the Board of County Commissioners determines that the proposed community residential home is compatible with the neighborhood in its physical size.

(3) In multiple-family residential districts, the Board of County Commissioners determines that the proposed use is compatible with the area in its intensity of land use.

30.6.10.3~~2~~2 ~~Community residential homes with seven (7) or more unrelated residents and assisted living facilities may be approved by the Board of County Commissioners as a special exception, providing, in addition to all other required findings:~~ Assisted Living Facilities.

~~(a) That the location does not create an over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time. In the event that the provisions of this Section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2020), as this statute may be amended from time to time, Section 419.001(3)(c) shall govern.~~

~~(b) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners shall determine that the proposed structure (facility) is compatible with the neighborhood in its physical size.~~

~~(c) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.~~

~~(d) A copy of the application to the appropriate State agency shall accompany the application for the special exception.~~

"Assisted living facility" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. Facilities with a licensed capacity of six or fewer persons shall comply with the provisions of Chapter 419, Florida Statutes.

(a) Assisted living facilities of six or fewer residents which otherwise meet the definition of an assisted living facility shall be deemed a single-family unit and shall be considered a "Dwelling, single-family," as listed in Sec. 30.5.2. - Permitted use table.

(b) Assisted living facilities with seven (7) to fourteen (14) unrelated residents shall be considered a permitted use in multifamily zoning districts, as shown in Sec. 30.5.2. - Permitted use table, and subject to the site selection criteria in s. 419.001, Florida Statutes.

(c) Assisted living facilities with seven (7) to fourteen (14) unrelated residents may be approved by the Board of County Commissioners as a special exception per Sec. 30.5.2. - Permitted use table, provided that, in addition to all other required findings:

(1) The proposed assisted living facility is not located within a radius of 1,200 feet of another assisted living facility. All distance requirements in this section shall be measured from the nearest point of the existing home or area of single-family zoning to the nearest point of the proposed home.

(2) In single- and two-family residential districts (including A-1 and RC-1), the Board of County Commissioners determines that the proposed assisted living facility is compatible with the neighborhood in its physical size.

(3) In multiple-family residential districts, the Board of County Commissioners shall determine that the proposed use is compatible with the area in its intensity of land use.

30.6.10.43 Certified recovery residences.

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

seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this procedure, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, may request a reasonable accommodation allowing for the establishment of a certified recovery residence pursuant to the procedures set forth herein.

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

(c) Application Procedure. A request for reasonable accommodation shall be made to the Planning and Development Division by an Applicant. An application for reasonable accommodation must, at a minimum, provide the following:

(1) Name and contact information of the Applicant or the Applicant's authorized representative;

(2) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner's authorization form is also required;

(3) A description of the accommodation needed, identifying the ordinances, rules, regulations or policies from which the Applicant is requesting a reasonable accommodation and why the requested accommodation is necessary;

(4) A certification signed by the Applicant stating; I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;

(5) Signature of the Applicant and date;

(6) A verification of disability status form executed by someone with personal knowledge of the Applicant's, or those who are being provided services', disability, such as a medical or social services professional;

(7) Any additional information or documents the Applicant feels is necessary to supplement the request for reasonable accommodation.

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

(d) Review. Within 60 days of receiving a completed application, the Development Services Director, or designee, shall review the request for reasonable accommodation and make a determination consistent with the FHA and/or ADA, after considering all of the following:

(1) Whether the Applicant has established that they are protected under the FHA and/or ADA by demonstrating that they or those being provided recovery services, are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the following must be shown:

a. A physical or mental impairment which substantially limits one (1) or more major life activities;

b. That they are regarded as having such impairment; and

c. A record of having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the Applicant an equal opportunity to use and enjoy the dwelling, building or structure, or provides accessibility in another manner.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the County.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the County.

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

(e) Determination. Once review of the request is complete, the Development Services Director, or designee, will make a determination, in writing, to:

(1) Approve the reasonable accommodation request in whole or in part, with or without conditions; or

(2) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

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

(f) Appeals. Applicant has 30 days from the date of the Development Services Director's, or designee's, written determination to appeal the determination or any conditions included therein, to the County Manager. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, an explanation of why the determination or condition is in error, and a copy of the written determination. Appeals shall be submitted to the Planning and Development Division. The County Manager shall issue a final decision on the appeal within 45 days of submitting the appeal to the Planning and Development Division.

(g) No fee. There shall be no fee imposed by the County for the reasonable accommodation request process outlined in this subsection.

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

(i) General Provisions. The following general provisions are applicable to all reasonable accommodation requests:

(1) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.

(2) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or engineering permitting processes required by the County's Code of Ordinances and Land Development Code and all other state and federal laws.

(3) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

(j) Revocation. A reasonable accommodation approval may be revoked by the Development Services Director for cause, including, but not limited to, violation or lapse of the conditions of approval or failure to maintain state licensure as a certified recovery residence (if applicable) for more than one hundred eighty (180) days.

* * *

30.6.12. ~~Home Office.~~ Reserved.

~~A home office may be used only by immediate family members actually living on a full time basis at the residence in which the office is located. If a residence is used as a home office,~~

~~signage and deliveries that are not typical for a residence use and commercial meetings with customers, clients, patients or similar persons are prohibited.~~

* * *

30.6.16. Vacation rentals.

30.6.16.1. Definitions pertaining to vacation rentals. For purposes of the regulation of vacation rentals in Sections 30.6.16.1 through 30.6.16.4 of this Code, the following terms shall have the meaning given herein.

(a) Hallway: An internal passageway within the vacation rental into which rooms in the vacation rental may open, is enclosed by partitions or walls, has a ceiling above and a floor at its base, and enables the transient occupants to reach the exit from within the vacation rental.

(b) Responsible party: The property owner or person/entity designated by the property owner to be called upon for matters regarding the vacation rental, including but not limited to the maintenance and upkeep of the property, requests for inspection, emergencies, and to answer for the conduct and acts of the occupants and guests of the vacation rental. The Responsible Party shall be available to be contacted at any hour of the day, any day of the week, during any period of time that the vacation rental is occupied.

(c) Sleeping room: A fully enclosed portion of a dwelling unit, which is directly connected to a hallway or the exterior of the vacation rental by a door that can be closed and locked for privacy; not accessed solely by another sleeping room; primarily designed or intended for sleeping; not equipped with nor wired for cooking facilities; excludes living rooms, kitchens, bathrooms, hallways, laundry rooms, pantries and the like; and may have a clothing closet and/or bathroom within.

(d) Transient occupant: A person who occupies a dwelling unit that is a Transient Public Lodging establishment.

(e) Transient public lodging establishment: As defined in Section 509.013(4)(a)(1), Florida Statutes, as may be amended or replaced.

(f) Vacation rental: As classified in Section 509.242, Florida Statutes, as may be amended from time to time. However, Section 30.6.16 shall not apply to any dwelling unit that is owner-occupied on a full-time basis and provided the means of ingress and egress is through a hallway internal to the unit to the sleeping room(s) leased by the transient occupant(s).

30.6.16.2 Registration required.

(a) Each vacation rental being advertised or offered to the public must be registered by the Responsible Party with a third-party vendor authorized by Seminole County prior to commencement of operation. The Responsible Party for all new and existing vacation rentals located in unincorporated Seminole County must register beginning October 1, 2020.

(b) A completed vacation rental registration form, and all other required forms and attachments, must be submitted as part of the registration with the third party vendor to assert and demonstrate compliance with the requirements of this Ordinance.

(1) The registration form will be made available via online/electronic submission through the third party vendor and will include:

a. An acknowledgment to comply with existing Seminole County regulations of noise, solid waste, urban bear management, sexual offenders and sexual predators.

b. An active license number provided by the Florida Department of Business and Professional Regulation.

c. An active registration with the Florida Department of Revenue.

d. A local tourism tax account number provided by the Office of the County Tax Collector, or proof that a peer-to-peer platform entity through which the rental is booked will be remitting all such taxes associated with the vacation rental on the owner's behalf.

e. Proof of payment of local business taxes in compliance with Seminole County Code Chapter 45, Part 1, Local Business Taxes.

f. An acknowledgment to provide the "Transient Occupation Information" binder in all vacation rental units.

(2) Other required forms and attachments include:

a. Acknowledgment to comply with Section 30.6.16.3(a) of the Seminole County Land Development Code regarding maximum occupants and guests authorized to occupy the vacation rental unit.

b. For a vacation rental with five (5) or more bedrooms, a survey, scaled sketch or photograph of the vacation rental property identifying the location(s) and dimensions of the required parking spaces assigned to and reserved specifically for the vacation rental on the same parcel as the rental, pursuant to Section 30.6.16.3(a)(5) of the Seminole County Land Development Code.

(c) The registration in the third-party Vacation Rental Registry shall be valid for one year from the date of application approval or until any of the following circumstances occur:

(1) A change in ownership of the vacation rental; or

(2) A change to the sleeping rooms in the vacation rental.

(d) The following changes/events must be submitted through the Responsible Party's Vacation rental registration account online via the County's third-party vendor but does not require an additional fee:

(1) A notice of change of the Responsible Party (non-owner); and

(2) A change to the parking spaces for a vacation rental.

(e) Annual renewal of the vacation rental registration with Seminole County's third-party vendor shall be required. All or a portion of the County's proceeds from the registration fees, as determined by resolution of the Board of County Commissioners, may be allocated to an Affordable Housing Trust Fund

30.6.16.3 Minimum vacation rental standards to be verified by ~~self-certification through registration~~ inspection performed by Seminole County Code Enforcement Division.

(a) Minimum standards:

(1) Maximum occupants and guests. The maximum amount of transient occupants authorized to stay overnight at any individual vacation rental shall be limited to two (2) persons per sleeping room. Additionally, a maximum of four (4) persons under the age of thirteen (13) shall also be authorized to stay overnight, not to be counted against the maximum occupancy. The maximum amount of persons allowed to visit as non-overnight guests of the transient occupants shall not exceed two (2) times the amount of maximum occupants authorized to stay overnight.

(2) Local telephone service. At least one (1) telephone (landline or cellular) with the ability to contact Seminole County Emergency 911 Communications Center on a 24-hour, 7-day-a-week basis shall be provided in the main common area of the vacation rental and be clearly marked as the Emergency Communications Center contact telephone.

(3) Fire extinguisher. At least one (1) fully charged, portable, multi-purpose, dry chemical ABC fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near sleeping rooms on each floor of the vacation rental. Additionally,

at least one (1) Class K fire extinguisher shall be installed and maintained in a clearly marked location in a centrally located area near the kitchen of the vacation rental.

(4) Transient occupant information. A binder, book, or file folder clearly labeled "Transient Occupant Information" with the full address of the vacation rental must be located in a conspicuous area of the vacation rental, and must contain, at a minimum, all regulations with which transient occupants and their guests must comply, including:

a. Chapter 165 Noise, Seminole County Code of Ordinances;

b. Section 30.16.2 Noise, Seminole County Land Development Code;

c. Section 30.11.1 Off-street parking requirements, Dwelling Structures, Seminole County Land Development Code;

d. Section 30.6.16.3(a)(5) Parking Standards, Seminole County Land Development Code;

e. Chapter 228 Sexual offenders and sexual predators, Seminole County Code of Ordinances;

f. Chapter 235 Solid Waste, Seminole County Code of Ordinances;

g. Chapter 258 Urban Bear Management, Seminole County Code of Ordinances, with Map;

h. The 24-hour, 7-day-a-week telephone number of the Responsible Party;

i. A copy of the survey, scaled sketch, or picture depicting the location(s) of parking spaces reserved for the vacation rental with a statement that the transient occupant parking is limited to the area(s) identified on the graphic; and

j. The locations of all nearby hospitals, walk-in clinics, and free-standing emergency room(s).

(5) Parking standards:

a. Per Section 30.11.3 of the Seminole County Land Development Code, the minimum required amount of parking spaces for a single-family dwelling, duplex halves, or multi-family dwelling is two (2). In addition to the minimum requirement of Section 30.11.3 of the Seminole County Land Development Code, for each sleeping room in excess of four (4), one (1) additional parking space must be provided.

b. All required parking spaces must comply with minimum net area, length, and width standards set forth in Section 30.11.3 of the Seminole County Land Development Code and may be provided in carports, garages, parking lots, or on paved driveways or a driveway with a stabilized surface that is not part of landscaping. Spaces shall not be provided, nor parking allowed, in any drainage swale, on a public sidewalk, in the street right-of-way where parking is not otherwise permitted, in a pedestrian way, bicycle path, or hiking trail.

(6) Non-compliance inspections. In cases of reasonable indication of non-compliance with the above standards, Seminole County, through Code Enforcement, reserves the right to perform an inspection of the vacation rental to ensure compliance within the bounds of applicable law.

(b) Posting of parking information and emergency information.

(1) There shall be posted on the interior of the main egress door of the vacation rental, the following information:

a. For a vacation rental unit with five (5) or more bedrooms, a survey or scaled sketch showing the location(s) of all parking spaces assigned to the vacation rental, both

on the property where the vacation rental is located, and any parking spaces that are located on a separate property pursuant to a signed, notarized agreement with the owner of that separate property, or within a shared parking lot or structure, pursuant to a letter from those responsible for the shared parking; and

(2) There shall be posted on the interior of the main egress door and the inside of the doors of all sleeping rooms, a poster labeled "Emergency Information" in capital letters and BOLDFACE type, with the following emergency information:

a. The full street address for the vacation rental;

b. The location of the vacation rental's telephone to reach the Seminole County 911 Emergency Communications Center;

c. The 24-hour, 7-day-a-week telephone number of the Responsible Party; and

d. The location of the "Transient Occupant Information".

30.6.16.4 Violations procedure.

(a) The response to a potential violation of Section 30.6.16.1, Section 30.6.16.2, or Section 30.6.16.3 of the Seminole County Land Development Code may, without limitation, be addressed by the provisions of Sections 53.14 and 53.24, regarding violations procedure, Seminole County Code of Ordinances.

(b) Complaints of violations of these Sections are to be filed by affected members of the general public with the Code Enforcement Division. ~~Officer. Code violations can be reported to the Seminole County Sheriff's Office at (407) 665-6650 or online at https://www.seminolesheriff.org/forms/ReportCodeViolation.aspx.~~

(c) The regulations of vacation rentals as set forth in Sections 30.6.16.1 through 30.6.16.3 of the Seminole County Land Development Code do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining a Vacation Rental registration certificate under Sections 30.6.16.1 through 30.6.16.3 of this Code are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.

* * *

30.6.20. Live-work Units.

(a) General Requirements.

(1) Must be consistent with Florida Building Code as follows:

a. The maximum total area of a live/work unit is 3,000 square feet;

b. The nonresidential area shall be limited to 50 percent of the total area;

c. The nonresidential function shall be limited to the first or main floor of the structure only;

d. Not more than five (5) employees may occupy the nonresidential area at any one time;

(2) A live-work unit may be a detached structure, an attached structure, or a unit within a multi-unit structure; and

(3) Access to each unit must be clearly separated from other live-work units.

(b) Use Regulations. The non-residential component of the unit shall be limited to the uses permitted in the underlying zoning district, except for the following prohibited uses.

(1) Adult entertainment activities/businesses;

(2) Animal hospitals and clinics;

(3) Automotive and other vehicle repair, services, painting, storage, or upholstery, or the repair of engines, including automobiles, boats, motorcycles, trucks, or recreational vehicles;

(4) Boatmaking;

(5) Mobile food vendors such as coffee carts, or tack trucks;

(6) Gun and weapons sales;

(7) Theaters

(8) Uses which involve medical procedures;

(9) Uses that require the handling of any hazardous (including biologically hazardous) or toxic, materials, substances or wastes, except for small, nonreportable or unregulated quantities that are used in woodworking, painting, or photography, or in the making of jewelry, ceramics, pottery, and sculpture;

(10) Uses that require explosives or highly combustible materials;

(11) Welding, machine shop operations, or metal fabricating (except for artisan metal sculpture); and

(12) Other uses that the director determines to be similar in character to those listed above.

PART 7. DEVELOPMENT STANDARDS

Sec. 30.7.2. General standards.

* * *

30.7.2.4 Location of swimming pools and pool screen enclosures.

(a) The water's edge of a pool shall be located a minimum distance of ten (10) feet from the side and rear property line of a lot, parcel, or piece of land upon which it is located. It shall not be located any closer to the front lot line of a lot, parcel, or piece of land than the main or Principal Building or residence. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way.

(b) Any pool screen enclosure shall comply with the side yard setback requirement for the Principal Building and shall be located a minimum distance of five (5) feet from the rear property line. It shall not be located nearer to the front lot line of a lot, parcel, or piece of land than the Principal Building. For the purpose of this Section, any corner lot shall be treated as having front yards on any side abutting a road right-of-way.

(c) In the case of double frontage lots and where there is a conforming six (6) foot high minimum solid fence or wall at the rear of the property, a swimming pool shall be no closer than ten (10) feet to the rear property line and the pool screen enclosure no closer than five (5) feet to the rear property line.

(d) Refer to Section 30.7.2.3 for specific setback standards for pools near a Natural Water Body.

(e) Pool grading shall not affect adjacent properties, and the pools shall be designed so that the backwash discharges to the street unless otherwise approved by the Public Works Director or designee. All pool construction and maintenance must comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of the Public Works Department Engineering Manual.

(f) Pool screen enclosures may exceed the height of the principal structure, but be no taller than permitted by the applicable zoning district.

30.7.2.5 Yards. On double-frontage lots, the required front yard shall be provided on each street. Whenever a lot abuts upon an alley, one half (1/2) of the alley width may be considered as a portion of the required rear yard.

* * *

30.7.2.11 Easements. Any structures or fences, temporary or permanent, shall not impede the intended purpose of an easement. Any structures, fences, or objects placed in an easement that impedes the intended purpose of the easement shall be removed by the property owner at the expense of the property owner.

Sec. 30.7.3. Dimensional Standards Table.

30.7.3.1 Dimensional and other standards associated with conventional residential zoning districts and select Special Zoning districts are described in the table below.

30.7.3.2 Dimensional and other standards associated with conventional non-residential zoning districts and select Special Zoning districts are described in the table below.

Development Standards																	
Area and Dimension Regulations	RESIDENTIAL																Unit of Measure
	Single- and Two-Family Dwelling Districts									Multiple Family Dwelling Districts			Mobile Home Districts			Other	
	RC-1	R-1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3	R-3A	R-4	RM-1	RM-2	RM-3	RP	
Min. Lot Area Required	43,560	21,780	13,500	11,700	9,000	8,400	6,700	5,000	9,000				7,000	5,000	1,500 or 2,400(14)	9,000	Sq. Feet
Min. Parcel/Lot Width at Building Line	120	100	100	90	75	70	60	50	75				70	50(6)	30 or 40(14)	75	Feet
Min. Front Yard Requirement	35	~~25~~ 20	~~25~~ 20	~~25~~ 20	~~25~~ 20	~~25~~ 20	20	20	25	25(13)	25(13)	25	20(8)	20	25(9)	25	Feet
Min. Side Yard Requirement	20	10	10	~~10~~ 5	~~7.5~~ 5	~~7.5~~ 5	~~7.5~~ 5	5	10	25(13)	25(13)	25(5)	10(8)	10	25(9)	10	Feet
Min. Side Yard abutting street or road	35	~~25~~ 15(3)	~~25~~ 15(3)	~~25~~ 15(3)	15(3)	15(3)	15(3)	15(3)	15(3)				20(8)	20	25(9)	25	Feet
Min. Rear Yard Requirement	35	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~30~~ 20	~~25~~ 20	20	30	25(13)	25(13)	25(5)	20(8)	15	25(9)	30	Feet
~~Open Space(11, 12)~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~25%~~	~~25%~~	~~35%~~	~~25%~~	~~25%~~	~~25%~~	~~25%~~	~~% of Parcel Area~~
Maximum Building Height	35	35	35	35	35	35	35	35	35	35	35	60(4)	35	35	35	1 Story(7)	Feet
Minimum Living Area Per Unit:	700	700	700	700	700	450	450	450	450	-	-	-	-	-	-	-	Sq. Feet
Accessory Structures(1)																	
Min. Front Yard Requirement	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(2)	(2)	(2)	(2)	(2)	(2)	(10)	Feet
Min. Side Yard Requirement	20	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet
Min. Rear Yard Requirement	20	10	10	10	10	10	10	10	10	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet

Footnotes:

(1) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.

(2) Yard requirements shall be the same as those for the primary structure.

(3) Greater setbacks may be required on intersections with geometric restrictions or other sight limitations. If corner sight obstructions or restrictions exist due to the horizontal or vertical controls, each case shall be individually reviewed and approved by the Traffic Engineer to ensure a safe design in accordance with the A.A.S.H.T.O. requirements.

(4) No building or structure shall exceed sixty (60) feet in height, and F.A.A. approval shall be obtained for buildings exceeding thirty-five (35) feet in height.

(5) Increased an additional ten (10) feet for each story over one (1) story.

(6) Each mobile home residence space shall be not less than five thousand (5,000) square feet and have a minimum average width of fifty (50) feet.

(7) For new construction only.

(8) A setback of fifty (50) feet shall be provided from lot lines and any street right-of-way which borders the RM-1 Mobile Homes District.

(9) The entire park, except for access and egress, shall be set back twenty-five (25) feet from any property line.

(10) Structure shall not project forward of the front building line of the principal structure.

(11) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.

(12) Open space features and configuration shall be consistent with the requirements of Part 14, Chapter 30.

(13) In the R-3 and R-3A Multi-Family Dwelling Districts, minimum setbacks shall be established from each dwelling structure to the overall project boundary.

(14) Each dependent travel trailer or tent camping site shall be not less than an average width of thirty (30) feet and fifteen hundred (1,500) square feet of area. Each independent travel trailer site shall be not less than an average width of forty (40) feet and twenty-four hundred (2,400) square feet

Development Standards																
Area and Dimension Regulations	AGRICULTURE				COMMERCIAL						INDUSTRIAL			Other	Unit of Measure
	A-10	A-5	A-3	A-1	OP	CN	CS	C-1	C-2	C-3	M-1A	M-1	M-2	PLI	
Min. Parcel Area Required	10 Acres	5 Acres	3 Acres	1 Acre	15,000	(7)	(7)	(7)	(7)	(7)	N/A	N/A	N/A	-	Sq. Feet
Min. Parcel Width at Building Line	150	150	150	150	100	-	-	-	-	-	-	-	-	-	Feet
Min. Front Yard Requirement	50	50	50	50	25	50	50	25	25	25	50(9)	50(9)	50(9)	25	Feet
Min. Side Yard Requirement	10(3)	10(3)	10(3)	10(3)	10(6)	10(6)	10(6)	10(6)	10(6)	10(6)	10(10)	10(10)	10(10)	25	Feet
Min. Side Yard abutting street or road	50	50	50	50	10(6)	10(6)	10(6)	10(6)	10(6)	10(6)	10(10)	10(10)	10(10)	25	Feet
Min. Rear Yard Requirement	30(3)	30(3)	30(3)	30(3)	10	10(8)	10(8)	10(8)	10(8)	10(8)	10	10	10	25	Feet
Open Space(11)	-	-	-	-	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35(1)	35(1)	35(1)	35(1)	35	35	35	35	35	35	35	35	35	35	Feet
Structures Accessory to Residences(4)															
Min. Front Yard Requirement	(2, 3)	(2, 3)	(2, 3)	(2, 3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Side Yard Requirement	10(3)	10(3)	10(3)	10(3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Rear Yard Requirement	10(3)	10(3)	10(3)	10(3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet

Footnotes:

(1) Silos, granaries, windmills, barns, and other structures concurrent to the operation of an agriculture enterprise may exceed the height limit.

(2) Setback shall be equal to or greater than the main residence unless setback is equal to or greater than 100 feet.

(3) Barns & structures for livestock, structures for agricultural use shall have minimum 50 ft. front, side and rear setbacks be distanced a minimum of 100 ft. from any residential structure on an adjacent lot or parcel.

(4) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.

(5) Yard requirements shall be same as the primary structure

(6) Side yard setback may be reduced to zero (0) feet except when a side lot line abuts property assigned a residential zoning classification or land use designation.

(7) No minimum building site area required; however, adequate space will be provided for off-street parking, loading, and landscaping requirements.

(8) Rear yard setback shall be a minimum of ten (10) feet unless a rear lot line abuts property assigned a residential zoning classification or land use designation.

(9) Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives, and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet of such yard may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

(10) Rear. A rear yard of not less than ten (10) feet shall be provided, except that, on a lot having a double frontage, the front yard requirements shall apply on both streets. Rear yards may be reduced to zero (0) when the rear property line coincides with a railroad siding; however, no trackage shall be located nearer than three hundred (300) feet to any residential district.

(11) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space

* * *

PART 8. SPECIAL ZONING DISTRICTS

Sec. 30.8.1. Description of Special Zoning Districts.

* * *

Sec. 30.8.3. MM Missing Middle District and Alternative Standards.

30.8.3.1 Intent and Purpose. The purpose of the Missing Middle District and Alternative Standards is to encourage a wider range of housing choices in central locations accessible to services. This includes permitting smaller units and more compact site plans to increase affordability without subsidies.

30.8.3.2 Definitions. Missing Middle Housing is defined as residential units meeting any of the following definitions which may be alone or in groupings of multiple typologies:

(a) *Small Lot Single-Family:* Single-family homes on small sized lots designed to increase yield while remaining detached. These types often use unconventional lot dimensions and site plans responsive to the specific unit design and layout.

(b) *Cottage Court:* A group of small, detached structures arranged around a shared court visible from the street. The shared court replaces the function of a rear yard. Unit entrances should be from the shared court.

(c) *Duplex—Side-by-Side:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged side-by-side with an entry from the street. This type has the appearance of a small-to-medium single-unit house.

(d) *Duplex—Stacked:* A duplex with units ~~detached structure that consists of two (2) dwelling units~~ arranged one above the other, each with an entry from the street. This type has the

appearance of a small-to-medium single-unit house and fits on narrower lots than the side-by-side duplex.

(e) *Townhouse:* ~~An attached structure that consists of four (4) to six (6) multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.~~ A single-family dwelling constructed as a part of a series of dwellings, all of which are either attached to the adjacent dwelling or dwellings by party walls or are located immediately adjacent thereto with no visible separation between walls or roofs.

(f) *Triplex—Stacked:* A detached structure that consists of three (3) dwelling units typically stacked on top of each other on consecutive floors, with an entry for the ground floor unit and a shared entry for the units above.

(g) *Fourplex—Stacked:* A detached structure with four (4) dwelling units, two (2) on the ground floor and two (2) above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.

(h) *Six-plex:* A detached structure that consists of six (6) dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street.

(i) *Courtyard Building:* A medium-sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access to up to three (3) units.

(j) *Live-Work Unit:* ~~An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can accommodate a range of non-residential uses. The flex space and residential unit typically have separate street entrances.~~ A

dwelling unit which includes a nonresidential use that is operated by the tenant and is consistent with the definition in the Florida Building Code for the same.

30.8.3.3 Review of Development Proposals

(a) ~~Final Development~~ Conceptual Plan Required with application. At the time of application for rezoning to Missing Middle, ~~Prior to subdivision or site plan approval~~ the applicant must submit a ~~final development~~ conceptual plan consistent with the development criteria of Sec. 30.8.3. to illustrate the general configuration of the proposed project. ~~and limitations in the Missing Middle and Alternative standards and any conditions of approval. This plan must be reviewed and approved by the Development Services Director or designee.~~ The conceptual plan may include, at a minimum, the following components:

(1) Overall Site Boundary and Orientation. Show property boundaries, major adjacent streets, and general orientation (north arrow and scale).

(2) Typology or Mixture of Typologies. Indicate the general location, size, and relationship of proposed land use areas (e.g., residential, commercial, open space, recreation, or conservation). Each typology shall be labeled with:

a. Proposed use category;

b. Maximum development intensity or density (dwelling units per acre or FAR); and

c. Approximate acreage.

(3) Access and Circulation Concept. Identify primary vehicular access points, internal circulation patterns, and general pedestrian or bicycle connections. Street names are not required, but overall connectivity should be demonstrated.

(4) Open Space and Environmental Features. Show the general location and proportion of open space, greenways, parks, natural areas, or stormwater features intended to serve the development.

(5) Transition and Compatibility Areas. Illustrate how the development will transition to adjacent land uses (e.g., the use of buffers, step-downs in density, or open space separations).

(6) Phasing Concept. If the development is proposed to be developed in phases, show general phase boundaries and describe the order of development.

(7) Context Relationship Diagram. Include a small inset map or diagram illustrating the project's relationship to surrounding zoning, major roads, and nearby public facilities or amenities.

(8) A summary table identifying total acreage, typology mix, gross density, maximum building heights, and open space percentages.

The conceptual plan is intended to demonstrate that the site can accommodate the Missing Middle design standards, but the overall plan may be adjusted at any time prior to development as long as the design requirements are still met.

(b) Building Elevations Required. Prior to subdivision or site plan approval, the applicant must submit building elevations for all proposed Missing Middle Housing Typologies for review by the Development Services Director or designee.

30.8.3.4 Applicability

(a) Missing Middle (MM) standards may be applied in the following conditions:

(1) MM Zoning District: Where the MM District is applied, typologies within a proposed development or development types are limited by the applicable Future Land Use

District as described in Table 8.3-A. A development within the MM Zone may include single-family development consistent with R-1BB standards subject to compliance with Chapter 35.

(2) PD Zoning District: Missing Middle Housing may be approved as part of a new PD application or a substantial change to an existing PD. Allowable typologies within a PD are limited by the applicable Future Land Use District as described in the Seminole County Comprehensive Plan.

30.8.3.5 Specified Zoning Districts. Missing Middle and Alternative Standards may be used in the zones and under the conditions specified in Table ~~5.2~~ 8.3-A with limitations on typology and development type as described.

(a) Missing Middle Development Types:

(1) Missing Middle Development: A development in which only Missing Middle Typologies are proposed.

(2) Mixed Housing Development: A development in which both Missing Middle Typologies and Typologies otherwise permitted in the underlying zone are proposed.

30.8.3.6 Allowable Typologies and Densities

(a) Typologies are permitted where described in this Section. The net density of a proposed development must be consistent with the applicable Future Land Use District.

Table 8.3-A: Permitted Missing ~~Housing~~ Middle Housing Types

Applicable Zoning	Permitted Types					Type of Development				
	Small lot ~~Single-~~Family	Cottage Court	Duplex	Triplex / Quadplex	Townhouse	Sixplex	Courtyard	Live/~~-~~work	Mixed Housing Development	Missing middle development
In Centers & Corridors:										
R-1, R-1A	●	●	○*	○*					●	●

R-1B, R-1BB	●	●	●	○*	○				●	●
In-USA (Urban Service Area)										
R-2	●	●	●	○**					●	●
R-3, R-3A, R-4	●	●	●	●	●	●	●	●	●	●
C-1, C-2				●	●	●	●	●	●	
OP								●	●	●
MUCD	●	●	●	●	●	●	●	●	●	●
MM or PD Rezoning by FLU										
LDR	●	●	●						●	●
MDR	●	●	●	●	●	●	●		●	●
HDR	●	●	●	●	●	●	●	●	●	●
MXD	●	●	●	●	●	●	●	●	●	●
Commercial				●	●	●	●	●	●	●

Notes:
● Permitted
○ Permitted with a maximum of two (2) Stories
* Maximum Living Area per Building: 3,000 SF
** Maximum Living Area per Building: 4,000 SF

(b) In addition to the uses and typologies described in Table 8.3-A, any other permitted use in the underlying zoning district is allowed within a Missing Middle Development or a Mixed-Housing Development. Other permitted uses may be horizontally or vertically integrated with any of the allowable typologies subject to meeting the site and building requirements of this Section. Live-work units are subject to the limitations of Sec. 30.6.20.

(c) Where the Comprehensive Plan limits percentage of a property that can be residential, any lot or land area that is devoted to a mixed-use or live/work building or supporting parking areas shall be considered non-residential. Buildings must meet all Florida Building Code requirements associated with the designation.

30.8.3.7 Site Regulations:

(a) Missing Middle typologies may be clustered or distributed throughout the project.

(b) No single Missing Middle typology may exceed five (5) acres of developable land.

(c) Development includes a connected street grid which is accomplished by meeting the following conditions:

(1) No portion of the project may be gated.

(2) Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed two thousand (2,000) feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces.

(3) Sidewalks are required on both sides of every street.

(4) ~~Dead end streets, hammerheads, and culs-de-sac are prohibited except where specifically approved by the Development Services Director when wetlands, water bodies, or infrastructure corridors prevent connections.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.

~~(5) The development must provide connections to all adjoining public streets and trails and existing "stub-outs" on adjacent properties.~~

~~(6) The development must provide "stub-outs" for future connectivity to adjacent vacant lots.~~

~~(7)~~(5) Pedestrian or vehicular connections to existing commercial uses should be provided where feasible.

(d) Restrictions near development boundaries:

(1) Buildings are limited to two stories within one hundred (100) feet of a district boundary with an existing single-family development or single-family residential zone.

(2) The lowest intensity typologies within the project shall abut boundaries with an existing single-family development or single-family residential zone.

30.8.3.8 Additional Site and Building Requirements:

(a) Open Space: Where Open Space is required in the applicable zoning district, those standards shall be applied. If Open Space is not otherwise required, the standards below shall apply.

(1) For lots with greater than eight (8) units and a minimum of two (2) acres, a minimum eight (8) percent of net buildable acreage shall be set aside as Open Space that meets the standards described below.

(2) Open Space may be provided in multiple locations subject to the following requirements. Each qualifying Open Space must be:

a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.

b. A minimum of .20 contiguous acres.

c. A minimum of forty (40) feet in width, except that open space areas adjacent to a stormwater pond or natural lake must be a minimum of twenty (20) feet in width from the top of berm to the public right of way or lot line or a dog park.

d. Open Space shall be proximate to Missing Middle units.

(b) Street Trees. Street trees are required in Missing Middle Developments and on all streets abutting Missing Middle Typologies in Mixed-Use Developments. Street trees must meet the following standards:

(1) Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights of ways adjoining the site.

(2) Be located in a planting strip or tree well with a minimum width of eight (8) feet. Tree wells or planting strips less than ten (10) feet in width must incorporate a root barrier at the edge of pavement.

(3) Be selected from the list of approved Canopy Street Trees (30.14.15(j)).

(4) Meet the standards of Sec. 30.14.16. - General provisions for all landscaped areas.

(c) Minimum Parking Requirements:

(1) Two parking spaces are required per unit except that parking for units less than 1000 sq. ft. may be reduced to 1.5 spaces per unit.

(2) On-street parking is required on streets adjacent to missing middle units.

(3) Required parking may be located in common areas or on-street provided that such parking is within 150 feet of the unit.

(d) Building Frontage:

(1) Buildings not fronting on a street must front on a common open space, a pedestrian pathway or a multi-use trail.

(2) Buildings not fronting on a street must be part of a common emergency access plan or be adjacent to an alley built to emergency access standards.

(3) Up to six (6) lots may be accessed by a commonly held easement drive that is non-gated and designed to allow fire access (aka parking court).

30.8.3.9 Missing Middle Dimensional Standards. Designated Missing Middle Units must meet the alternative design and dimensional standards described in this Section and in Table 8.3-B.

(a) Garages, carports, open or screened porches or breezeways may not be counted toward the Minimum Living Area requirement in Table 8.3-B.

(b) Duplexes, Cottage Court, and High-Density Single-Family structures may be located on a common lot. Where units are located on a common lot, minimum separation between structures must be ten (10) feet.

(c) Minimum lot size requirements are not applicable to Missing Middle units

Table 8.3-B: Missing Middle Dimensional Standards

	Small lot Single-Family	Cottage Court	Duplex	Townhouse	Triplex / Quadplex	Sixplex	Courtyard	Live/work
Minimum Yards in feet:								
○ Front	10	10	10	10	10	10	10	15
○ Side	5	5	5	5	5	5	10	7.5
○ Street Side	10	10	10	10	10	10	10	15
○ Rear	5	5	5	5	5	5	5	5
Rear (Accessory Structure)	5	5	5	5	5	5	5	5
Min. Living Area Per Unit (sq. Ft)	400	400	400	400	400	400	400	400
Max Height (in feet)	35	35	35	40	40	40	40	40

* * *

Sec. 30.8.5. PD Planned Development.

30.8.5.1 Intent and purpose. The Planned Development (PD) District is intended to promote flexibility and innovation to meet the needs of County residents and businesses by facilitating innovative design solutions and development plans, that may be difficult to achieve

under conventional zoning regulations. Planned developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

Examples of development concepts that may be appropriate for PD zoning include, but are not limited to, enhanced protection of natural resource areas, mixed use or transit-oriented development, and infill development or redevelopment. An increase in density or intensity alone shall not be a sufficient justification for seeking an alternative to conventional zoning districts.

Development standards to be applied within a planned development shall be established by the Board of County Commissioners (BCC) at the time of rezoning. Such rezoning shall be conditioned upon a master development plan and a written development order. Specific criteria for the development may address, but are not limited to, compatibility with surrounding land uses, road access, availability and efficient use of utility capacity, coordination with transit, etc. Architectural and other appearance-related design elements should be included as approval conditions where the BCC finds they will support goals, such as economic development, neighborhood compatibility, or aesthetic or environmental enhancement of an area.

General standards of this Code that are not specific to any zoning district, such as parking, stormwater management, lighting, and landscaping, shall apply within a planned development unless variations are approved through a PD master development plan and/or development order.

30.8.5.2 Permitted uses—(PD). Except as stated herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this Part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive

Plan. ~~Any use requiring licensing or other approval by the State of Florida or the Federal government shall obtain such approval as a condition for inclusion within any planned development.~~

(a) Accessory dwelling units within any single-family residential lots in a PD may be administratively approved by the Planning Manager subject to the requirements of Section 30.6.1.3.

(b) For properties seeking Planned Development approval in the Higher Intensity Planned Development - Airport Future Land Use Designation, the following uses shall be considered airport-supportive and permitted:

(1) Commercial kennels

(2) Fire stations

(3) Hotels & motels (excluding Bed & breakfast)

(4) Hospitals

(5) Rental car facilities

(6) Light commercial

(7) Industrial trade schools

(8) Flight schools

(9) Light Industrial (See Sec. 30.5.3.)

(10) Manufacturing, Light (See Sec. 30.5.3.)

(11) Office uses (See Sec. 30.5.3.)

(12) Restaurants (standard and drive-through)

(c) For properties seeking Planned Development approval in the Higher Intensity Planned Development- Target Industry Land Use Designation, the following uses shall be considered permitted:

Category	Industries
Manufacturing	Plastics and Commercial Printing Electronics/Mechanical Assembly Auto Parts Fasteners/Spacers Construction Products Food Processing Machinery Transport Aircraft Maintenance and Modification Aircraft Manufacturing Aerospace equipment
Advanced Technologies	Research & Development Space Technology Simulation & Training Laser Technology Robotics
Technical and Research Services*	General Management Consulting Marketing Interior Design Graphic Design Services Human Resources and Executive Search Environmental Engineering and Consulting Precision Instruments Civil Engineering Surveying and Mapping Telecommunications Industrial Design Lasers and Photonics
Distribution	Food Products Consumer Products Restaurant/Commissary Airline Services Aircargo/Mail Services Durable Goods Distribution Non Durable Goods Distribution
Financial and Information Services*	Legal Services Architectural Services Publishers Associations

	CPA's Headquarters Insurance Banks Telemarketing Bureaus Financial Transactions Processing Public Relations Agencies Credit Bureaus Advertising Agencies Consumer Lending Title Companies Computer Software and Design
Life Sciences*	Hospitals and Medical Education Diagnostic Imaging Centers Medical Laboratories Agriscience Facilities Outpatient Facilities Blood and Organ Banks Research Laboratories Nursing Care Facilities Veterinary Services Pharmaceuticals Manufacturing and Research
Digital Media*	Motion Picture and Video Production Simulation and Training Teleproduction Graphic Design Computer Hardware/Software Design and Development Animation
Other	Long Stay Tourism Hotels and Lodging International Trade Sports Associated Industries Other basic businesses and industries with high annual average wages
*SeminoleWAY Industry and Facility Analysis: Real Estate Research Consultants, Inc.; May 1, 2008.	

30.8.5.3 Review criteria.

(a) Comprehensive Plan Consistency. In approving a planned development, the Board of County Commissioners shall affirm that the proposed development is consistent with the

Comprehensive Plan, and effectively implements any performance criteria that the Plan may provide.

(b) Greater Benefit and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented though existing provisions of this Code, and that a PD would result in greater benefits to the County than development under conventional zoning district regulations. Such greater benefits must include two or more of the following:

(1) Natural resource preservation.

(2) ~~Crime Prevention (CPTED).~~ Undergrounding of all utilities within the development and, if feasible, at the property boundaries.

(3) Neighborhood/community amenities.

(4) Provision of affordable or workforce housing.

(5) Reduction in vehicle miles traveled per household.

(6) Transit-oriented development.

(7) Provision of new multimodal connectivity.

(8) Innovation in water or energy conservation such as use of Florida Water Star practices.

(9) Innovative development types not currently provided within the County but consistent with the goals of the Comprehensive Plan.

(10) Demonstrate consistency with DarkSky International Five Principles for Responsible Outdoor Lighting through the development including the use of DarkSky Approved Luminaires or equivalent for outdoor lighting fixtures.

(11) Additional landscaping, above that which is required, consists of a substantial proportion of native plants as identified in the IFAS Florida-Friendly Landscaping™ Plant Guide and is accompanied by a maintenance plan.

(c) In addition, any proposed development under the PD ordinance must address the following goals:

(1) Meet or exceed the arbor, tree preservation, and tree planting requirements of this Code on a project-wide basis.

(2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; ~~accommodation or neighborhood electric vehicles;~~ transportation demand management; or permitting complementary uses.

(3) If the proposed development falls within an overlay, the development must comply with the standards of that overlay.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

(2) ~~Why~~ How the proposed development provides a use or design approach that cannot be achieved under an existing conventional or special zoning district.

(3) How the proposed development provides an innovative approach to land development.

(4) A description of the greater benefits to the County as described in (b). ~~that cannot be achieved under the existing provisions of this Code.~~

~~(e) Residential PD Design Standards:~~

~~(1) If lot width is less than forty-five (45) feet, homes must be rear loaded, unless otherwise approved by the Board of County Commissioners.~~

~~(2) Front-facing garage doors must be set back a minimum of twenty (20) feet.~~

~~(3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story.~~

~~(4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Board of County Commissioners.~~

~~(f) Required Residential Neighborhood Improvements:~~

~~(1) Street trees are required in generous planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall:~~

~~a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.~~

~~b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include a root barrier.~~

~~c. Be selected from the "Approved Plant Species List: Canopy Trees," except that Laurel Oaks may not be used as street trees.~~

~~d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas.~~

~~(2) Fifty (50) percent of pond frontage must be open to streets or community parks.~~

~~a. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~

~~b. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~

~~(g)~~(e) Common Useable Open Space:

~~(1) In addition to the t~~Twenty-five (25) percent minimum open space ~~requirements listed in Section 30.8.3.8, commonly accessible open space~~ is required subject to the ~~following standards:~~ criteria of Section 30.14.2.

~~a. Minimum eight (8) percent of net buildable acreage utilized for open space.~~

~~b. Open Space may be provided in multiple locations however each location must be:~~

~~1. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~

~~2. Not less than 0.25 contiguous acres. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

~~3. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line.~~

* * *

30.8.5.8 PD ~~revisions~~ amendments.

(a) Any proposed substantial change to an approved PD, including, but not limited to, revisions: affecting the intent and character of the development; affecting land use patterns; affecting phasing that will impact off-site infrastructure; changing the location or dimensions of major streets or access points; adding property to the PD representing a substantial increase in density or intensity; or which involve similar substantial changes, shall be considered major amendments and shall require approval by the Board of County Commissioners A major amendment shall be treated as rezoning from PD to PD, revising the development criteria for the PD zoning, and the associated development order shall be revised or re-issued accordingly.

(b) Non-substantial changes to an approved planned development shall be considered minor amendments and may be approved by the Development Services Director. Multiple revisions may be proposed which cumulatively cause the Director to deem them a major amendment. Minor amendments shall be accomplished through addendum to the development order and/or a developer's commitment agreement. Minor amendments may include, but are not limited to, the following:

(1) Additions to structures that do not exceed ten (10) percent of the overall density or intensity approved within the PD. Additions of ten (10) percent or greater may be granted as provided in Section 5.19(b)(1).

(2) The addition of accessory structures if the location of such structures does not interfere with approved site layout (e.g. circulation, parking, loading, storm water management facilities, open space, landscaping or buffering).

(3) Additions to parking areas that do not encroach into required buffer areas or otherwise interfere with the approved site layout.

(4) Additional clearing that does not exceed five thousand (5,000) square feet in area or ten (10) percent of the site. Greater amounts may be approved consistent with Section 5.19(b)(1).

(5) Adjustment of internal property lines or tract boundaries, setback lines, realignment of internal roads and driveways consistent with the approved site layout and development concepts.

(6) The removal of property from the PD, provided such removal does not have a substantial impact on the density or intensity of the PD or on elements of the PD such as buffering and open space. Property removed from a PD must be rezoned immediately upon such removal.

(7) Other amendments that would not be deemed substantial as described in subsection 30.8.5.8(a).

(c) Property owners within a planned development may not make incremental revisions to an approved development plan that adversely affect existing owners or to avoid classification as a major amendment. Where amendments are allowed under this Section, such amendments must remain compatible with the balance of the project and consistent with the overall concept(s) and greater benefits referenced in Section 30.8.5.3, under which the development was initially approved. Amendment to the PD zoning shall not be pursued to reduce the benefits that justified the original assignment of PD zoning without replacement of an equivalent benefit.

30.8.5.9 Planned development time limitations. The criteria to determine whether or not substantial development has occurred within a planned development will be set forth in the development order approving the planned development. In instances where the development order does not address the criteria for substantial development, the Development Services Director shall make a determination based on the current available capacity and infrastructure to support the

remaining development approved by the development order. If substantial development~~, as determined by the Development Services Director,~~ has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned ~~unit~~ development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.

30.8.5.10 Binding nature of approved development plan. An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.8.5.8 above shall constitute a violation of this Part and may be subject to code enforcement procedures.

30.8.5.11 Development standards for planned developments. The development standards for planned developments are as follows:

(a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Development Services Director as permitted in this Part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the

Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division.

Density and Intensity. The density based on net residential acreage permitted in each PD shall be established by the Board of County Commissioners, upon recommendation of the Planning and Zoning Commission. The criteria for establishing the appropriate density includes surrounding density of existing and approved development, adequacy of existing and proposed public facilities and services, conformance with the Comprehensive Plan, and site characteristics. Dwelling units approved in the master development plan for a given tract may be shifted within the PD subject to the approval of the Development Services Director.

Intensity of commercial or industrial uses within a Planned Development shall be measured in terms of Floor Area Ratio (FAR) and shall be consistent with the maximum FAR for the development site established in the Comprehensive Plan. The Board of County Commissioners may approve such development with a lesser intensity in order to achieve compatibility with adjoining uses.

(b) Phasing

(1) Where a planned development is to be built in phases, the PD application shall include a proposed phasing plan for the site, including a schedule for completion of all improvements shown on the approved master development plan. Once a phasing plan has been approved, no land may be used and no building may be occupied except in accordance with such plan.

(2) The purpose of a phasing plan is to ensure that crucial features serving the development are provided as needed and not delayed to the detriment of property owners and other users of the site. Such features may include, but are not limited to, buffers, stormwater retention,

road access points and transit shelters. Phase configurations shall be logical and consistent with the purposes of the approved PD master plan. The Board of County Commissioners may stipulate that any or all portions of required landscaping and/or buffering, or other improvements and amenities be provided during the first phase of development, even though some buffer areas, improvements, or amenities or portions thereof lie outside the phase.

(3) Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development.

(4) Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development.

(c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners.

(d) Commonly Accessible Open space. Open space area requirements for planned developments ~~shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order,~~ shall meet the criteria of Section 30.14.2. unless otherwise approved within the master development plan or PD development order.

~~(1) A minimum eight (8) percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total open space requirements.~~

~~(2) Open Space may be provided in multiple locations however each location must be:~~

~~a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.~~

~~b. Not less than 0.25 contiguous acres.~~

~~c. A minimum of forty (40) feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of twenty (20) feet in width from the top of berm to the public right-of-way or lot line. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptables and appropriate signage.~~

~~(3) Required sidewalks may be incorporated into the park areas as ADA-compliant pathways subject to Crime Prevention Through Environmental Design (CPTED) design principles (pathways should not be obscured behind hedges, utility structures, or other large objects).~~

~~(4) Stormwater ponds must be amenitized as follows:~~

~~a. Stormwater ponds must be open to the community and not fenced.~~

~~b. Fifty (50) of pond frontage must be open to streets or parks. Where pond frontage is along a park, a walkway (minimum five (5) feet in width) is required unless adjacent to a street with a sidewalk.~~

~~c. Landscaped areas must comply with the provisions of Section 30.14.16 (General provisions for all landscaped areas) and (Water-efficient landscaping design requirements).~~

(e) Access and parking

(1) All streets, thoroughfares, and accessways shall be designed to be consistent with the roadway functional classification system and other policies of the Transportation Element of the Comprehensive Plan.

(2) Off-street parking shall be provided in accordance with Section 30.11.2 and/or Section 5.19, unless the applicant can demonstrate the appropriateness of alternate standards. Such standards must be enumerated in the development order and approved by the Board of County Commissioners in order to be used within a planned development.

(3) Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate the proposed development into the surrounding community and to provide safe and convenient access to public use, common use and other community services, facilities

and activities located both within the proposed development and beyond the boundaries of the proposed development. Local residential streets shall be designed to discourage travel speeds in excess of the posted speed and to discourage or restrict their use by through traffic.

(4) ~~Hammerhead turnarounds shall be prohibited.~~ Connection to adjacent streets is required where feasible. Feasibility will be determined by the presence of wetlands, waterbodies, infrastructure corridors, or other features that may limit or prohibit connectivity. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.

(f) Perimeter requirements

(1) Planned developments shall utilize the buffering standards of Part 14 to maintain compatibility with adjoining properties and uses. ~~However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.~~ A planned development may not decrease any buffer requirement except in accordance with the following:

a. Reduced Buffer Widths. Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Buffers having less than the standard widths established in Sec. 30.14.6 “Standard buffers” shall be subject to an increased landscape planting requirement as per the following:

Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 feet	Enhancement Required
0.3	10	3.00	3' hedge
0.4	10	2.50	3' open metal fence and 3' hedge
0.5	15	3.25	6' masonry wall*
0.6	20	4.00	6' masonry wall*
0.7	30	3.50	6' masonry wall*
*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.			

b. Reduced Buffer Widths may not be applied to required buffers within a specific overlay.

(2)~~(3)~~ Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses.

(g) Residential PD Design Standards:

(1) If lot width is less than forty-five (45) feet, homes must be rear loaded to avoid undue frequency of conflicts with pedestrians on the sidewalk, unless the access is from a private street and the Development Services Director determines that rear access is not feasible due to site constraints.

(2) Front-facing garage doors must be set back a minimum of twenty (20) feet from the back of the sidewalk in order to maintain sufficient space for a vehicle to park without blocking the sidewalk.

(3) Minimum front and rear setbacks at project boundaries shall be twenty-five (25) feet, or twenty (20) feet for accessory structures not exceeding one story, unless otherwise approved by the Board of County Commissioners.

(4) Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights, as determined by the Development Services Director and approved by the Board of County Commissioners.

(5) Street trees are required in planting strips to provide for the health of the trees. The street trees may count towards required open space. Street trees shall:

a. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights-of-way adjoining the site.

b. Be in a planting strip or tree well with a minimum width of eight (8) feet. Planting strips less than ten (10) feet in width must include root barriers.

c. Be selected from the Approved Plant Species List: Canopy Trees in Figure 14.1 except that Laurel Oaks may not be used as street trees.

d. Meet the standards of Section 30.14.16, General provisions for all landscaped areas.

30.8.5.12 Control of area following completion

(a) After completion of a planned development, the use, modification or alteration of any buildings, structures, or land areas within the development shall be in accordance with the approved master development plan and the PD development order. Notwithstanding subsequent platting or other forms of dividing ownership of the planned development, the entire site shall be subject to the approved master development plan and PD development order.

(b) Amendments to the approved master development plan and/or PD development order shall be in accordance with Section 30.8.5.8.

* * *

Sec. 30.8.7. UC University Community District.

Sec. 30.8.7.1. - Description of district.

The purpose of the University Community District (UC) shall be to provide for the appropriate development and arrangement of land uses for the community area comprising and surrounding a university, college, theological school, or other institutions of higher learning; to assure a land use development pattern which is compatible with university operations; to further encourage the grouping of those land uses having specific interrelationships; and to protect and promote the long-term stability of both the university and its surrounding area.

Sec. 30.8.7.2. - Permitted uses.

The following uses shall be permitted within the University Community District:

(a) Universities, colleges, theological schools, or other institutions of higher learning, including buildings owned or leased for administrative and faculty offices, classrooms, laboratories, chapels, auditoriums, lecture halls, libraries, observatories, heating and power plants, laundries, parking facilities, student and faculty centers, athletic facilities, dormitories, fraternities and sororities, and such other facilities normally provided by a college or university. These uses shall not be construed to include trade schools or colleges operated for a profit or to include use of any building, stadium, or other facility for commercial purposes other than under jurisdiction of a university or college administration.

(b) Public and private schools.

(c) Churches, including educational buildings, kindergartens, voluntary prekindergarten education programs, and child care facilities, when operated by said church.

(d) Research laboratories or building devoted to commercial, industrial, or scientific research.

(e) Institutional headquarters for educational, professional, or religious nonprofit organizations.

(f) Libraries or museums.

(g) Open land uses, including botanical gardens, game preserve, golf courses, and noncommercial parks and outdoor recreation areas.

(h) Hospitals, public or private, providing health services primarily for inpatients, medical or surgical care of the sick or injured, and including related facilities, such as, laboratories,

out-patient departments, training facilities, central service facilities, staff offices, and staff housing which are integral parts of the facility.

Public or private hospitals shall have provision for such of the following facilities as may be required in order to be accredited by the Joint Commission on Accreditation of Hospitals sponsored by the American.

College of Physicians, American College of Surgeons, American Hospital Association, and the American Medical Association.

Emergency facilities, pediatric and obstetric facilities, surgical facilities, pathology and radiology facilities, pharmacy facilities, dietary department, medical records facilities, medical library facilities, laundries, and other services and facilities.

Hospitals shall provide for a minimum of one hundred (100) beds, exclusive of bassinets, and shall have a minimum gross floor area of six hundred (600) square feet per bed. The minimum site area shall be thirty (30) acres, and the minimum width of the site shall be six hundred (600) feet

Hospital may consist of a main building and necessary auxiliary buildings.

(i) Medical centers, consisting of a group of facilities providing health services, including medical research and other related facilities, such as, laboratories, in-patient and out-patient departments, training facilities, central service and living quarters operated as integral parts of said centers.

(j) Rehabilitation centers, operated for the primary purpose of assisting in the rehabilitation of disabled persons and in which a coordinated approach by many professions is made to the physical, mental, and vocational evaluation of such persons and for the furnishing of such services as are required.

(k) Public health centers, primarily utilized for the provision of public health services, including related facilities, such as, laboratories, clinics, and administration offices operated in connection therewith.

(l) Schools of nursing where affiliated with hospitals or universities.

(m) Offices or clinics (medical, dental, psychiatric, child guidance, and medical research).

Sec. 30.8.7.3. - Special uses.

The following special uses may be permitted, subject to review of a site plan by the Planning and Zoning Commission to determine that the proposed location and site arrangement shall make the uses compatible with adjacent established uses and the existing utility and transportation systems are adequate to accommodate the proposed development:

(a) Single-family dwellings.

(b) Multi-family dwellings.

(c) Neighborhood commercial developments, designed as a unit to service adjacent land uses, consisting of such commercial uses as are permitted in the C-1, Retail Commercial District, except no alcoholic beverages may be sold.

Sec. 30.8.7.4. - Review of development proposals.

Prior to issuance of any building permit within a UC District, a complete site plan, in accordance with the provisions contained in Chapter 40, shall be reviewed and approved by the Planning and Zoning Commission.

Sec. 30.8.7.5. - Lapse of development plan approval.

Any approval granted by the Planning and Zoning Commission, for any site plan or special use, shall expire at the end of six (6) months if building permits incorporating the proposal have not been issued.

Sec. 30.8.7.6. - Site regulations, permitted uses.

(a) Minimum lot size—Ten thousand (10,000) square feet, unless otherwise specified.

(b) Open space requirements—See Part 14, Chapter 30.

(c) Maximum height—One hundred (100) feet.

(d) Setbacks—Minimum of twenty-five (25) feet from all property lines.

(e) Buffer requirements—Part 14, Chapter 30 shall apply.

Sec. 30.8.7.7. - Site regulations, special uses.

(a) All single-family development shall comply with the R-1AA Single-Family Dwelling District Development Standards.

(b) All multi-family developments shall comply with the R-3A Multi-Family Dwelling District Development Standards. Number of dwelling units, including breakdown of units by bedroom type, shall be established at time of site plan approval.

(c) All commercial development shall comply with the development standards and permitted uses contained in the C-1 Retail Commercial District; however, the sale of alcoholic beverages is prohibited.

Sec. 30.8.7.8. - Off-street parking.

Off-street parking and landscaping shall comply with the requirements contained in Sec. 30.11.6, Part 11, Chapter 30.

PART 9. SUPPLEMENTAL REGULATIONS

* * *

Sec. 30.9.5. Boat Dock Requirements.

30.9.5.1 General Regulations.

(a) Where boat docks or boathouses are a permitted use the following requirements must be met prior to issuance of any applicable permit:

(1) The lot upon which the structure will be developed must have a minimum thirty (30) feet of frontage on the subject water body.

(2) The lot upon which the structure will be developed must be a legal lot of record and must meet minimum lot size requirements.

(3) The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles.

(4) The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements.

(b) No boat dock or boathouse may be rented or leased, and no vessel can be rented from a residential dock or boathouse.

(c) A boathouse may not be higher than fifteen (15) feet above the normal high water elevation, as measured in accordance with the definition of "building, height of" in Chapter 2, Section 2.3 of this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected.

(d) No more than three vessel slips per single residential dock and no more than three vessels moored at any single residential dock or boathouse.

30.9.5.2 Waterfront residential lots. Each residential lot is permitted one (1) boat dock and one (1) associated boathouse when accessory and incidental to the principal dwelling.

30.9.5.3 Boat dock and floating boat dock setback requirements; permit required.

(a) Setbacks applicable to docks - Side yard accessory use setbacks are applicable to all boat docks and floating boat docks except for docks at common property lines if approved by the Planning Manager, or designee, based upon sound and generally accepted land use and planning principles.

(b) It is unlawful to construct, accomplish construction work, or place at a location any boat dock or floating boat dock without obtaining a building permit and all required State permits prior to such activity

~~30.9.5.4 Dogs in Public food establishments.~~ **Sec. 30.9.6. Dogs in Public food establishments.**

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Sec. 30.9.7. Alternative density option for affordable housing.

30.9.7.1 Purpose and intent.

(a) The alternative density option (hereinafter referred to as the "ADO"), is designed to encourage maximum private sector participation in the development of affordable housing opportunities within the County. It is the intent of the ADO to reduce development costs by permitting flexibility in the application of design and development standards where such flexibility can be reasonably made without reducing the overall quality of life for present and future residents of the County. It is also the intent of the ADO to reduce the time required for development review to further facilitate private sector development of affordable housing.

(b) In order to meet the intent of this Part, unless the property is located in an area designated as a CDBG Target Area designated by the Board of County Commissioners, the percentage of dwelling units which are provided as very low and low income housing units within

an ADO development ~~shall be not less than ten (10) percent and the number of low income units~~ subject to the deed restriction ~~provided~~ shall not exceed ~~thirty (30)~~ fifty (50) percent of the total. This provision is intended to ensure that ~~low income~~ affordable units are mixed in with other income units to prevent concentrated pickets of low income households and to maintain neighborhood viability.

30.9.7.2. Applicability; compliance. The ADO is not a separate zoning classification, but is a development option for properties with zoning that permits residential development. ~~assigned the R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-2, R-3, R-3A, and R-4 zoning classifications.~~ An applicant may submit plans and an application for development approval pursuant to the standards for the property's assigned these zoning classifications~~.~~ as set forth in this Code~~ or may submit plans and applications for development approval pursuant to the standards and procedures set out in this Part~~. To the extent that the provisions of this Part are in conflict with other provisions of this Code, the provisions of this Part shall prevail. Election to use the ADO permits the submission and review of plans and applications for development approval using the procedures and standards in this Part. Failure to comply with all mandatory provisions of this Part shall be cause for revocation of any approvals which have been issued and shall result in transfer of the review to the conventional process, and shall require compliance with all applicable provisions of this Code as if the ADO had not been used.

30.9.7.3 Procedure.

(a) It is the intent of this Part that the procedure for submission, review, and consideration of a proposed development under the ADO provisions of this Part be streamlined to facilitate rapid and efficient review and consideration. Accordingly, the submission, review, and procedure set forth below incorporate the procedures established in this Code for subdivision

review and site plan review with limited changes. The applicant may elect to pursue approval of a development under the provisions of this Part through use of following procedures:

(1) Pre-application meeting. Prior to submittal of a subdivision or site plan, the applicant shall request a pre-application meeting. Such meeting shall be coordinated by the Development Services Director and with appropriate Development Review Committee staff. At this meeting, the applicant shall informally, but comprehensively, review his plans and each agency represented shall discuss procedures and regulations which shall apply. In addition to submission and review requirements under this Code, all specific requirements of this Part shall be discussed. The purpose of the meeting shall be to expedite the preparation and review of plans. Failure of a review department to inform the applicant of a specific requirement at the pre-application meeting shall not authorize non-compliance with that requirement.

~~(2) Staff review coordinator. The Development Services Director shall assign a staff review coordinator to facilitate the review process. It shall be the staff review coordinator's responsibility to ensure that all reviews are completed in an expeditious manner and that information from the review process is conveyed to the applicant on a timely basis. The staff review coordinator shall advise the Development Services Director and other reviewers of any deadlines for the review, as well as any relevant new information. The staff review coordinator shall also be responsible for arranging any meetings of the Development Review Committee and for keeping central records on the review process for the application.~~

~~(3)~~(2) Preliminary s~~S~~ubdivision plan, master development plan, ~~development~~ or site plan review. Following the pre-application meeting, the applicant shall submit a preliminary subdivision plan, master development plan, or a site plan as set forth in this Code. In addition to the other required submittals in this Code, the applicant shall provide the following:

a. A description of the dwelling unit types, sizes and prices (or price ranges) projected for the development;

b. A description of the recreational and community facilities to be included within the development, and the services to be provided in conjunction with those facilities;

c. A description of the phasing of the development, including the mix of dwelling units and facilities to be included within each phase;

d. A draft affordability agreement guaranteeing limitations on the sale or rental prices to be charged for the housing;

e. A description of the ~~tenants and/or~~ property owners or homeowners association(s) to be formed along with an explanation of the means which will be used to ensure adequate maintenance of any common land or facilities which will become the responsibility of the residents of the development;

f. The ~~development~~ preliminary subdivision, master development plan, or site plan and documents required shall be reviewed and approved as provided in this Code. The draft affordability agreement and additional documents required herein shall be reviewed by the ~~Development Review Committee~~ Community Services Director and ~~by~~ the County Attorney's Office.

~~(4)~~(3) Board review and approval of preliminary ~~plats~~ subdivision plan, master development plan, and final site plans. After review and approval of the preliminary subdivision plan and/or the site plan by the ~~Development Review Committee~~ Planning and Development Division, the ~~application~~ affordability agreement shall be submitted for consideration by the Board

as a consent item. Issuance of a development order and execution of the affordability agreement will occur upon approval by the Board of County Commissioners.

~~(5)~~(4) Waivers. ~~Any substantive requirement or standard of this Part may be waived by the Board at the time of preliminary subdivision plan and site plan approval if such waiver is permitted by state law and upon the Board finding that such waiver will result in the construction of affordable housing in the County, except that t~~The minimum provisions for mix of affordable housing as set forth in this Code shall not be waived. All development permits and inspection fees may be waived by the Board for applications meeting the minimum requirements of the ADO if the Board finds that said waiver advances the provision of affordable housing in Seminole County.

~~(6)~~(5) Final ~~plan~~ Plat. The applicant shall have ~~one (1)~~ two (2) years from the date of preliminary subdivision plan approval to file for final ~~plan~~ plat approval for all of the areas covered in the preliminary subdivision plan or the ~~preliminary~~ approval shall lapse. An extension of the preliminary subdivision plan approval may be granted by the Board of County Commissioners for good cause upon written request of the applicant and the Board finding that good cause has been demonstrated by the applicant.

30.9.7.4 Affordability agreement. Upon approval of an ADO, the applicant shall execute an affordability agreement in a form acceptable to the County. Such agreement shall include, but is not limited to, the following:

(a) Assurance that the mix of affordable housing units will be implemented as required in this Code and that the initial sales prices or rental amounts will be set within a range which is consistent with the definitions of affordable housing;

(b) Provision that there will be no modification of any portion of the approval without review of all portions to ensure that the purposes of this Part are complied with.

30.9.7.5 ~~Development~~ Density standards table.

Within the LDR, MDR, HDR, and MXD Future Land Use Designations, the density bonus shall be established based on the quantity of affordable units provided. For example: for each very low income unit provided, two (2) additional market rate units may be permitted for a project with a Low Density Residential designation.

In no case shall the density exceed the maximum density permitted by the Comprehensive Plan. The maximum bonus shall be calculated according to the table below:

Density Standards Table			
FLU Designation and Unit Type	**Quantity of affordable units**	**Quantity of bonus market rate units**	**Example project using 10 acres of buildable area**
Low Density Residential (LDR) Maximum density without bonus: 4 units per net buildable acre Maximum density with bonus: 7 units per net buildable acre			
Low Income Units	1	1.5	12 affordable units = 18 extra market rate (max 70 units) *(40 units without bonus)*
Very Low Income Units	1	2	10 affordable units = 20 extra market rate (max 70 units) *(40 units without bonus)*
Medium Density Residential (MDR) Maximum density without bonus: 10 units per net buildable acre Maximum density with bonus: 12 units per net buildable acre			
Low or Very Low Income Rental	1	1	10 affordable units = 10 extra market rate (max 120 units) *(100 units without bonus)*
Low or Very Low Income Ownership	1	3	5 affordable units = 15 extra market rate (max at 120 units) *(100 units without bonus)*
High Density Residential (HDR) Maximum density without bonus: 20 units per net buildable acre Maximum density with bonus: 22 units per net buildable acre			

Low Income Units	1	1	10 affordable units = 10 extra market rate (max 220 units) *(200 units without bonus)*
Very Low Income Units	1	3	5 affordable units = 15 extra market rate (max at 220 units) *(200 units without bonus)*
Mixed Development (MXD) Maximum density without bonus: 30 units per net buildable acre Maximum density with bonus: 50 units per net buildable acre			
Low Income Units Rental	1	1.5	80 affordable units = 120 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Rental	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Low Income Units Ownership	1	3	50 affordable units = 150 extra market rate (max 500 units) *(300 units without bonus)*
Very Low Income Units Ownership	1	4	40 affordable units = 160 extra market rate (max 500 units) *(300 units without bonus)*

~~(a) Minimum size of project/location of project. A parcel must be at least five (5) acres and under single ownership or control or be located within a CDBG Target Area designated by the Board of County Commissioners.~~

~~(b) Uses. Residential uses shall be permitted, subject to the provisions of this Code. Residential dwelling types which may be permitted include: single-family dwellings (including zero-lot line dwellings), duplex dwellings, triplex dwellings and quadraplex dwellings. It is the intent of this Part to provide for livable communities with appropriate ancillary community uses and services. Accordingly, other non-residential uses may be approved by the Board at the time of approval of the preliminary subdivision plan or final site plan. These uses may include:~~

~~(1) Day care facilities;~~

~~(2) Community centers; or~~

~~(3) Houses of worship.~~

~~(c) Location of uses. Multifamily and non-residential uses shall be located near to the center of the development to be accessible to the internal circulation system and so as to be remote from adjoining development. Limited passive recreational areas such as walkways and other low-intensity recreational activities may be incorporated in residential areas near the periphery of the development to act as a buffer from surrounding neighborhoods, subject to Board approval. In permitting these uses, the Board shall consider the location, character, and extent of the uses and the degree to which noise, light, glare, traffic, or other impacts of the uses or access facilities will adversely impact on the development or surrounding areas.~~

~~(d) Density and dimensional regulations.~~

~~(1) The overall density of development permitted in an ADO project shall be the same as established for the zoning district in which it is located, provided that the density may be increased as follows if low income housing is provided:~~

~~Percentage of Low Income Housing Units~~	~~Maximum Dwelling Units (DUS) Per Buildable Acre~~
~~10 to 15 percent~~	~~5 DUS/acre~~
~~15 to 20 percent~~	~~6 DUS/acre~~
~~20 to 30 percent~~	~~7 DUS/acre~~

~~(2) Table 1 in an attachment to this Part sets forth the density, lot and bulk standards applicable to specific types of development under the provisions of this Part. These standards are designed to ensure usable rear yards for zero lot line and duplex structures and adequate open space between triplex and quadraplex units to maintain the livability of ADO~~

~~units. Innovative lot design and alternative lot, yard and unit sizes may be approved on a case-by-case basis upon the Board finding that the proposed design meets the intent of this provision.~~

~~(e) Compatibility with adjacent development. Where an ADO development abuts an existing single-family use and development, certain additional restrictions apply. Table 2 in an attachment to this Part shows which specific uses are permitted in areas immediately adjacent to the boundary of the development when an ADO abuts a single-family district. For the purposes of this Section, setbacks shall be measured from property line separating the developments and lot widths shall refer to the lot dimension along the property line with the adjacent development.~~

~~(1) Lot widths. A wide divergence of lot widths provides the needed flexibility for developing affordable housing units. Lot widths, however, should be controlled on periphery lots adjacent to single-family neighborhoods to maintain compatibility. The number of units visible from the adjacent backyards should be the same to maintain compatibility. Minimum lot widths shall be as follows:~~

~~Minimum Lot Width Standards~~	
~~Adjacent Neighborhood~~	~~ADO Project~~
~~150 feet~~	~~100 feet~~
~~100 feet~~	~~90 feet~~
~~90 feet~~	~~75 feet~~
~~75 feet~~	~~70 feet~~
~~70 feet~~	~~60 feet~~
~~60 feet~~	~~50 feet~~

~~(2) Minimum house size. Affordable housing units may be smaller than typical single-family units. For single-family and zero lot line units on peripheral lots, minimum house sizes to adjacent units shall be as follows:~~

~~Minimum House Size~~	
~~Adjacent Neighborhood~~	~~ADO Project~~

~~A-1~~	~~1,300 square feet~~
~~RC1~~	~~1,300 square feet~~
~~R1AAAA~~	~~1,100 square feet~~
~~R1AAA~~	~~1,100 square feet~~
~~R1AA~~	~~700 square feet~~
~~R1A~~	~~700 square feet~~
~~All Other Single-family Residential Districts~~	~~700 square feet~~

~~(f) Parking. Each dwelling unit shall be provided with not less than two (2) off-street parking spaces. In addition, one (1) or more separate areas may be set aside in each development for supplemental parking of motor vehicles. Such area(s) shall provide for adequate space for vehicles which might otherwise park on streets, but shall not exceed four (4) spaces for each ten (10) dwelling units. Such common parking areas shall be located within four hundred (400) feet of the units they serve.~~

~~(g) Subdivision standards. Upon making findings that it would be in the best interests of the public and that the inventory of affordable housing in the County will increase as a result of a waiver, the Board may waive appropriate subdivision standards. The developer is encouraged to utilize innovative techniques that can reduce the costs of housing. The County shall review such proposals on a case by case basis.~~

~~(h) Common recreation areas. Each ADO project, except those located within CDBG Target Areas designated by the Board of County Commissioners, shall provide common recreational facilities to serve development residents. Neighborhood parks shall be provided for all ADO projects and community centers may be required for projects which exceed twenty (20) acres in size. At a minimum, neighborhood parks of a minimum of one-half (½) acre in size shall be located within walking distance (1,320 feet) of each residential unit. Depending on the configuration and size of the ADO project, these parks may be located centrally or may be~~

~~required to consist of two (2) or more parks located throughout the development. Each park shall be equipped with play equipment, benches, lighting and minimum landscaping and be readily accessible from sidewalk and pedestrian ways. This requirement may be satisfied if the units are within walking distance (one thousand three hundred twenty (1,320) feet) of an existing or planned off-site public recreational facility.~~

~~(i) Community facilities. A community center area may be created to serve the development. This area shall be located near the physical center of the development and where it can be served by the internal principal street system. The community center area shall be under the management responsibility of the residents association. The community center area may provide facilities for day care, meetings and activities, and a common recreation area.~~

~~(j) Owners associations/community associations. An association or associations shall be established in connection with any development under these ADO provisions except for those developments located within CDBG Target Areas as designated by the Board of County Commissioners. The purpose of such associations shall be to enable the residents of the project to achieve the maximum benefit therefrom, to facilitate the management of the project in the mutual interests of the residents and to maximize the continuing overall quality of the development. Those portions of a development which consist of rental housing shall provide for a tenants association. Those portions of a development which consist of non-rental units shall provide for a homeowners association. Where a development includes both rental and non-rental units, a separate umbrella association covering all residents shall be provided in addition to separate associations for owners and renters, except that a single association may represent all interests if less than ten (10) percent of the units are in either the rental or home sales category.~~

~~TABLE 1: SEMINOLE COUNTY UNIT TYPE DESIGN STANDARDS~~

Use	Minimum Lot Size	Minimum Lot Width	Yards			Minimum House Size	Maximum Coverage
			Front	Rear	Side		
Single-family	11,700	90	25	30	10	1,300 s.f.	—
Single-family	9,000	75	25	30	10	1,100 s.f.	—
Single-family	8,400	70	25	30	10	700 s.f.	30%
Single-family	6,700	60	25	30	10	700 s.f.	30%
Single-family	5,000	50	25	30	10	700 s.f.	40%
Zero Lot Line:	Same standards apply except one yard may be 0 feet wide will other side yard will be twice the standard.						
Two-Family Dwelling Units							
1. (Duplex) Units on same parcel	9,000	75	25	30	10	700 s.f.	30%
2. (Twins) Units on different parcels	9,000*	37.5	25	30	10	700 s.f.	40%
Three-Family Dwelling Units							
1. Units on same parcel	10,000	100	25	30	10	700 s.f.	30%
2. Units on different parcels	12,000*	34	25	30	10	700 s.f.	30%
Four-Family Dwelling Units							
1. Units on same parcel	12,000	100	25	30	10	700 s.f.	30%
2. Units on different parcels	14,000*	34	25	30	10	700 s.f.	30%

*Total for ALL units.

TABLE 2: SEMINOLE COUNTY PERIPHERAL COMPATIBILITY						
Uses Permitted	Adjoining Zoning District					
	R-1B	R-1	R-1A	R-1AA	R-1AAA	R-1AAAA
A. Single-Family Detached	R-1BB	R-1B	R-1	R-1A	R-1AA	R-1AAA
B. SFD-Zero Lot Line*	Yes	Yes	Yes	Yes	Yes	Yes

~~C. Two-Family Dwelling Units~~						
~~1. Duplex—Units on same parcel~~						
~~2. Twin—Units on separate parcels~~	~~Yes~~	~~Yes~~	~~No~~	~~No~~	~~No~~	~~No~~
~~D. Three-Family Dwelling Units~~	~~Not permitted without rezoning approval.~~					
~~E. Four-Family Dwelling Units~~	~~Not permitted without rezoning approval.~~					

~~*Built to the above conventional standards.~~

~~Source: Florida Planning Group, Inc., 1991.~~

* * *

PART 10. OVERLAY DISTRICTS

* * *

Sec. 30.10.2. Scenic Corridor Overlay Zoning District.

* * *

30.10.2.5 Establishment of scenic corridors.

(a) Scenic corridors, in addition to those designated in subsection (b) of this Section, shall be established by the Board of County Commissioners pursuant to the procedures for designating land uses on the future land use map of the Comprehensive Plan and as an amendment to this Code.

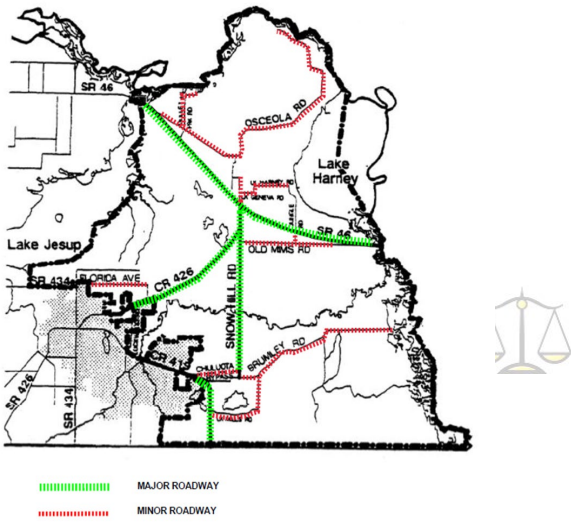
(b) The following scenic corridors are hereby designated within the East Area Study Boundary of Seminole County as depicted in the map below:

(1) Major roads (as the term is used in this Part): County Road 419 from Lockwood Road to the Seminole County line, State Road 46 from Lake Jesup to the Seminole County line,

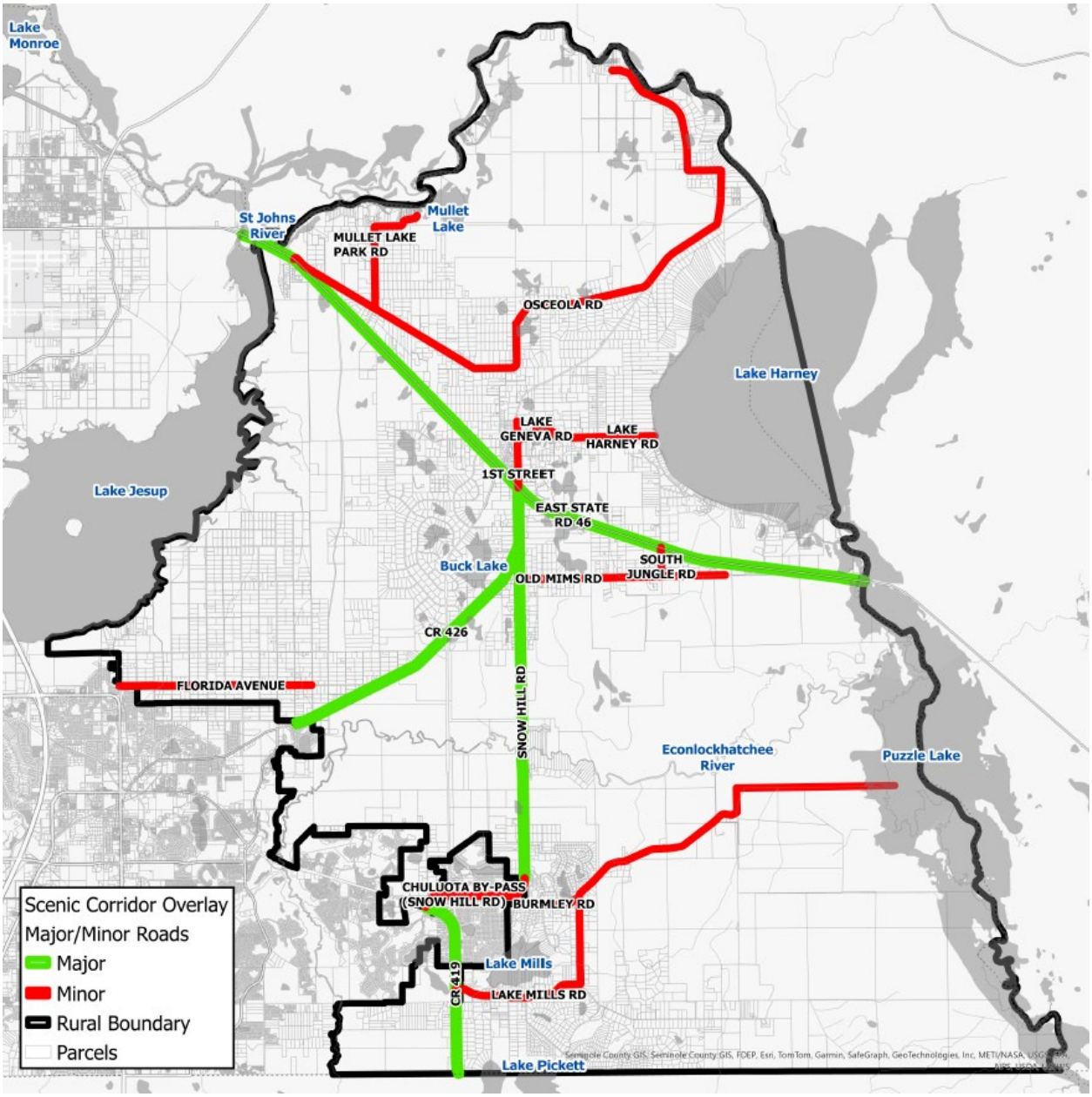
County Road 426 from State Road 434 east to the Seminole County line, and the entire length of Snowhill Road.

(2) Minor roads (as the term is used in this Part): The entire length of Florida Avenue, Lockwood Road, Lake Mills Road/Brumley Road that "loops" Lake Mills, the Chuluota By-Pass, Lake Geneva Road, 1st Street, Lake Harney Road, Old Mims Road/Jungle Road south of State Road 46, Osceola Road, and Mullet Lake Park Road.

~~**Scenic Corridor**~~



Scenic Corridor Map



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Sec. 30.10.3. Lake Mary Boulevard Gateway Corridor Overlay Standards Classification.

* * *

30.10.3.2 Purpose. The purpose of this Part is to ~~insure~~ ensure that the designated Gateway Corridor is developed in a manner which:

(a) ~~Insures~~ Ensures the roadway is developed into a well landscaped, scenic gateway;

(b) Provides uniform design standards to establish high quality development;

(c) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures;

(d) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;

(e) Maintains and enhances property values;

(f) Preserves natural features to the extent practicable; and

(g) Recognizes and makes allowances for existing uses and buildings

* * *

30.10.3.7 Signage. Signs shall be erected or installed according to the following criteria:

(a) Wall signs. The maximum allowable wall sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage. Total sign area shall be the sum of all sign areas excluding window signs or opening banners. No individual wall sign shall exceed one hundred (100) square feet in size for a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no individual sign shall exceed two hundred (200) square feet in size.

(b) Ground signs.

(1) Only one (1) ground sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a parcel's road frontage exceeds seven hundred (700) feet, then a maximum of three (3) ground signs shall be allowed, but no closer than three

hundred (300) feet apart. For the purpose of this Part, a parcel does not have to be a legally subdivided lot.

(2) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be of brick or alternative materials such as rock, stone, or metal as may be approved by the Planning Manager if determined that the alternative material would be architecturally compatible.

(3) Any external above ground light source shall be located and hidden within the planter bed. Light sources located outside the planter bed shall be in a burial fixture.

(4) The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk.

(5) The planter setback shall be a minimum of five (5) feet from the right-of-way.

(6) The maximum allowable ground sign area shall be one and one-half (1.5) square feet per one (1) linear foot of building frontage but shall not exceed one hundred (100) square feet. Ground sign base, sides and top are excluded from the sign area calculation.

(c) Maximum total sign area. In no case shall the sum of total wall sign square footage plus total ground sign square footage exceed two (2) square feet per one (1) linear foot of building frontage on any given parcel.

(d) Movement. No ground sign nor its parts shall move, rotate or use flashing lights.

(e) Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign.

(f) Prohibited signs. Off-premises signs, portable signs, pole signs, and temporary signs except for advertising on or attached to bus shelters.

(g) Exempted signs. Temporary signs. ~~Real estate signs.~~

(h) Flags. A maximum of three (3) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. ~~Flags are permitted as follows: a maximum of one (1) state, one (1) federal and one (1) local/County flag per parcel, each a maximum of thirty-five (35) square feet.~~

(i) Opening banners. Opening banners shall be allowed from two (2) weeks prior to opening until one (1) month after opening

* * *

Sec. 30.10.8. Airports.

* * *

30.10.8.16 Noise.

(a) Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 CFR Part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, incompatible uses, as established in the noise study in 14 CFR Part 150, Appendix A or as a part of an alternative Federal Aviation Administration-approved public study, within the noise contours established by any of these studies, shall be prohibited except if such

uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study.

(b) ~~Airport Avigation Easement Boundary and Noise Level Contours (DNL). In accordance, with Policy FLU 5.7 and Policy TRA 2.2.12, Seminole County Comprehensive Plan, any new residential development within the Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan Exhibit FLU: Orlando Sanford International Airport Avigation Easement Boundary and Noise Level Contours (DNL), will be required to inform potential purchasers of the impact of aircraft overflights and potential noise via an avigation easement recorded in the Public Records of Seminole County, Florida at the expense of the applicant.~~ New residential developments within the Orlando Sanford International Airport Avigation Easement Boundary, as set forth in the Seminole County Comprehensive Plan, are required to record, in the public records of Seminole County, Florida, an avigation easement over the property to inform potential residences of the impact of aircraft overflights. The avigation easement shall be in a form approved by the County, and the costs associated with preparation and recording of the easement are the responsibility of the applicant.

* * *

Sec. 30.10.11. Creation of State Road 46 Gateway Corridor Overlay Standards Zoning Classification/description of corridor and property affected/applicability.

(a) Code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "State Road 46 Gateway Corridor Overlay Standards Zoning Classification".

(b) The State Road 46 gateway corridor ("corridor" throughout this Part) subject to the provisions of this Part shall encompass the area of State Road 46 lying between the CSX Railroad

right-of-way immediately east of the intersection of State Road 46 and Airport Boulevard to North Center Road, which is located approximately eight hundred (800) feet west of the intersection of State Road 46 and Orange Boulevard including all property within three hundred twenty (320) feet of the centerline of State Road 46 throughout such area including intersecting roadways to the same depth.

(c) The provisions of this Part, except for the provisions relating to burial of utility service lines, wall requirements and building setback requirements shall not apply to parcels assigned a single family residential zoning classification or with an existing residential use.

30.10.11.1 Purpose/application of other Code provisions.

(a) The purposes of this Part are to ~~insure~~ ensure that the designated State Road 46 gateway corridor is developed in a manner which:

(1) Ensures the development of the corridor as a well landscaped and scenic gateway.

(2) Provides uniform design standards to establish high quality development.

(3) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings and structures.

(4) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement.

(5) Maintains and enhances property values.

(6) Preserves natural features to the maximum extent practicable.

(7) Recognizes and makes allowances for existing uses and buildings.

(b) Unless otherwise set forth in this Part, the general provisions and procedures of this Code shall apply. General variances shall be determined in accordance with the procedures and

provisions of Section 30.3.3 and variances to the design standards of this Part shall be determined in accordance with the procedures and standards set forth in Part 10 of Chapter 40 pertaining to site plan requirements.

* * *

30.10.11.6 Signage.

(a) All ~~point of sale signs~~ and subdivision signs shall be ground signs in the corridor. Such ground signs shall be erected or installed according to the provisions of subsection 30.13.3(a) and the following criteria, whichever is more restrictive.

(b) Total wall sign area shall be computed by adding the square footage of all wall sign areas on the building, excluding window signs and opening banners. The maximum permittable wall sign copy area shall not exceed one hundred (100) square feet in size on a building with less than two hundred (200) linear feet of building frontage. For buildings with building frontage exceeding two hundred (200) linear feet, no wall sign shall exceed two hundred (200) square feet in size. For the purposes of this subsection, a parcel need not be a legally subdivided lot if it is permitted to allow a unified use.

(c) Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign surface. A planter structure shall enclose the foot of the base. The planter shall be between two (2) feet and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet. The base and planter shall be constructed of brick, or alternate features such as rock, stone and metal structures may be approved if the Planning Manager determined that the alternative would be consistent with the purposes set forth in Section 30.10.11.1. Any external above ground light source shall be located and hidden within

the planter bed. Light sources located outside the planter bed shall be in a burial fixture. The maximum height of the entire sign structure shall be fifteen (15) feet above the elevation of the nearest sidewalk. The planter setback shall be a minimum of five (5) feet from the right-of-way.

(d) The maximum permittable ground sign copy area shall be one hundred (100) square feet. Ground sign base, sides and top shall be excluded from the sign area calculation.

(e) The total maximum permittable copy area on a parcel for both wall signs and ground signs shall be two (2) square feet for each linear foot of building frontage.

(f) Pole signs, portable signs, temporary signs, off-premise signs and all other forms of signage are prohibited except that signs on or attached to bus shelters with or without kiosks, real estate signs, political signs, outdoor advertising signs, one (1) construction sign per project, banner signs consistent ~~with Subparagraph 30.1243(2)d~~ Section 30.13.3, and signs to mitigate impacts of road construction projects shall be permitted. (Note: In the case of Dick Baird, Inc. d/b/a Baird Ray Nissan vs. Seminole County (Eighteenth Judicial Circuit Court, March 6, 1995, Case Number 93-118, certiorari denied, Fifth District Court of Appeal, November 16, 1995) a three judge panel of the Circuit Court ruled that the Land Development Code's limitation of the number of American flags displayed on a parcel was invalid.)

* * *

Sec. 30.10.12. Oxford Place Overlay District.

* * *

30.10.12.8 Special exceptions. The Board of County Commissioners may permit any of the following uses upon making the findings of fact required by Section ~~30.1.5(a)~~ 30.3.1.5 of this Code:

(a) Communication towers; and

(b) Auto-oriented business, such as, but not limited to, convenience stores, gas stations, car washes, businesses, and restaurants with a drive-through are limited to properties adjacent to the SR 436 and US 17-92 corridors.

* * *

30.10.12.13 Open space, buffering, and landscaping.

(a) Open Space.

(1) Open space shall be provided at a minimum of fifteen (15) percent of the gross project site for each development parcel and in compliance with Section 30.14.2.4 of this Code unless otherwise stated.

(2) Open space areas shall not contain mechanical units and equipment, storage areas, or other service-related functions.

(3) For development west of Oxford Road open space areas may include up to seventy-five (75) percent of stormwater retention ponds subject to Section ~~30.14.2.4(f)~~ 30.14.2.3(D).

(4) Open Space within any development site must include continuous walkways linking buildings together and at least two (2) of the following features:

a. Outdoor patio/cafe seating areas;

b. Pedestrian plazas/kiosk areas;

c. Water features with seating areas;

d. Rain gardens and/or bioswales;

e. Stormwater planters.

(5) Open Space areas not containing hardscape, specific amenities, or landscaping shall be sodded.

(b) Buffering.

(1) Buffers within the Overlay District shall be required as follows:

a. On development sites adjacent to the District perimeter boundary not facing US 17-92 and SR 436, buffering shall be provided along the boundary in accordance with Chapter 30 ~~Part 67~~ Part 14, except that no such buffer shall have an opacity of less than 0.3 as specified in Section ~~30.14.5(b)(1)~~ 30.14.6(a).

b. On development sites adjacent to the District perimeter boundary facing US 17-92 and SR 436 shall provide the following buffering facing said roadways:

1. Adjacent to overhead utilities:

Five (5) understory trees per one hundred (100) feet of roadway frontage.

Five (5) shrubs per one hundred (100) feet of roadway frontage.

Three (3) foot tall continuous hedge.

2. No overhead utilities:

Five (5) canopy trees per one hundred (100) feet of roadway frontage.

Five (5) shrubs per one hundred (100) feet of roadway frontage.

Three (3) foot tall continuous hedge.

c. On any development site, including parcels internal to the District, buffering may be required by the Board of Adjustment as a condition of approval for a variance or by the Board of County Commissioners for a special exception pursuant to Section 30.3.1.5.

(c) General Landscaping.

(1) Landscaping not associated with buffers or parking lots shall be provided within required open space areas, and meet the following criteria:

a. Required plantings per one thousand (1,000) square feet of building footprint area:

One (1) canopy tree.

Two (2) understory trees.

Seventeen (17) shrubs.

At the applicant's discretion, two (2) understory trees may be substituted for each one (1) required canopy tree.

b. General landscaping shall be provided on the ground, and/or in tree wells, pots or raised planter boxes, within a specified distance from a building as follows:

Canopy trees	20 feet
Understory trees	10 feet
Shrubs	10 feet

c. All general landscape plantings shall be visible from a public or private street, bicycle path, or pedestrian walkway.

* * *

30.10.12.15 Signage.

(a) [Existing signs.] Business signs which conform to Part 65 Sign Regulations, SCLDC existing as of the effective date of the Oxford Place Overlay District Ordinance may continue in place and shall not require alternation or removal until such time as the property is redeveloped. Existing signs may be repaired, maintained or replaced in accordance with Part 65 Sign Regulations, SCLDC.

(b) [New signs.] New signs within the Oxford Place Overlay District shall comply with the standards of Chapter 30, Part 13, except for wall signs, which shall meet the following standards:

(1) Wall ~~(building)~~ Signs.

a. ~~Wall signs may not be used in conjunction with blade signs;~~ Must comply with the requirements of Sec. 30.13.3(3).

b. ~~Commercial uses (retail, office and restaurant):~~ One sign per tenant space; area to be calculated at 0.5 square feet per linear foot of public street frontage with a maximum of thirty (30) square feet;

~~c. Second-floor commercial uses may also be permitted one second-floor wall sign per tenant space per public street frontage; area to be calculated at 0.25 square feet per linear foot of second floor frontage along that public street;~~

~~d.~~ c. Live-work and home occupations: One sign limited to an area of eight (8) square feet maximum.

~~e.~~ d. May encroach a maximum of twelve (12) inches over a sidewalk while maintaining a vertical clearance of eight (8) feet from the finished sidewalk;

~~f. Wall signs should not obscure windows, grill work, piers, pilasters, and ornamental features. Typically, wall signs should be centered on horizontal surfaces (i.e., over a storefront opening); and~~

~~g. Wall signs may be internally or externally lit. Cutoff fixtures shall be angled toward the face of the wall sign and shall complement the design of the building through style, material and color.~~

~~**Figure 9: Wall (Building) Sign Illustrative Examples**~~

~~(2) Window Signs.~~

~~a. Window signs may be used in conjunction with other signs;~~

~~b. Limited to thirty (30) percent of the window area; and~~

~~c. The following shall be exempt from this limitation:~~

~~i. Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs shall be limited to ten (10) percent of the window area.~~

~~Figure 10: Window Signs Illustrative Examples~~

~~(3) Blade Signs.~~

~~a. Blade signs may not be used in conjunction with wall signs;~~

~~b. Shall be permitted for all commercial uses only (retail, restaurant, and office);~~

~~c. Maximum four (4) square feet per sign face;~~

~~d. May encroach a maximum of three (3) feet over a public sidewalk/R-O-W; and~~

~~e. Blade signs may be attached to the building or hung under the soffit of an arcade or under a canopy/awning while maintaining a vertical clearance of eight (8) feet from the finished sidewalk.~~

~~Figure 11: Blade Signs Illustrative Examples~~

~~(4) Awning Signs.~~

~~a. Awning signs may not be used in conjunction with canopy signs;~~

~~b. The character height shall not exceed two-thirds (⅔) of the height of the face (vertical or near vertical part) of the awning;~~

~~c. When possible, signs shall be horizontally and vertically centered on the face of the awning; and~~

~~d. The sign shall not exceed one square foot per linear foot of canopy face length.~~

~~Figure 12: Awning Signs Illustrative Examples~~

~~(5) Canopy Signs.~~

~~a. Canopy signs may not be used in conjunction with awning signs;~~

~~b. The placement of this type of sign shall be limited to the canopy face length;~~

~~c. No sign shall project beyond the perimeter of the canopy; and~~

~~d. The sign shall not exceed one square foot per linear foot of canopy face length.~~

~~Figure 13: Canopy Signs Illustrative Examples~~

~~(6) Menu Board Signs.~~

~~a. One menu board shall be allowed per street address;~~

~~b. Menu boards shall not exceed eight (8) square feet in size and shall be positioned so as to be adjacent to the restaurant or business listed on the board and information on the board shall advertise exclusively the goods and services of the business and be placed in a manner which is clearly visible to pedestrian traffic and in compliance with all Americans with Disabilities Act (ADA) regulations;~~

~~c. Menu boards shall not be placed in the right-of-way;~~

~~d. All standing menu signs shall be removed at the end of each business day; an~~

~~e. All wall menu signs shall be securely anchored to a wall.~~

~~Figure 14: Menu Board Signs Illustrative Examples~~

~~(7) Wayfinding Signs.~~

~~a. Internal development wayfinding signs may provide location maps, directions, general information and special notices to add liveliness of the development, as shown on Figure 15. The signs shall be designed to match the site architecture and be integrated into the layout of pedestrian circulation areas.~~

~~b. Wayfinding signs may be placed on private property or within public right-of-way with a Right-of-Way Use Permit but shall not block site lines or impede safe American with Disabilities Act (ADA) access.~~

~~Figure 15: Wayfinding Signs Illustrative Examples~~

~~(8) Gateway Feature Entrance Signs.~~

~~a. Gateway Feature Entrance signs are permitted at the main entrances of Oxford Place at the intersections of:~~

~~i. US Hwy 17-92 and the Fern Park Boulevard Extension;~~

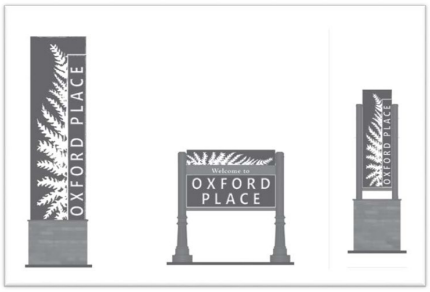
~~ii. US Hwy 17-92 and Fernwood Boulevard; and~~

~~iii. SR 436 and Oxford Road~~

~~b. Gateway Feature Entrance Signs may be placed on private property or within public right-of-way with a Right-of-Way Use Permit.~~

~~c. Gateway Feature Entrance Signs shall not block site lines or impede safe American with Disabilities Act (ADA) access.~~

~~Figure 16: Gateway Feature Entrance Signs Illustrative Examples~~



* * *

Sec. 30.10.14. Overlay Areas of the Urban Centers and Corridors Overlay.

30.10.14.1. Creation of Overlay Areas.

(a) The Seminole County Comprehensive Plan requires the Core Area be established within the Land Development Code.

(b) This section establishes the criteria for the Core Area.

(c) Properties located within the Core Area are eligible for density and intensity incentives per the Urban Centers and Corridors Bonus Program, which is outlined in the Comprehensive Plan.

(d) Properties located in the Urban Centers and Corridors but not within the Core Area shall be known as the "Remainder Area."

30.10.14.2. Purpose.

The purpose of the Core Area is to:

(a) Encourage phased, infill, and redevelopment in a compact and walkable form;

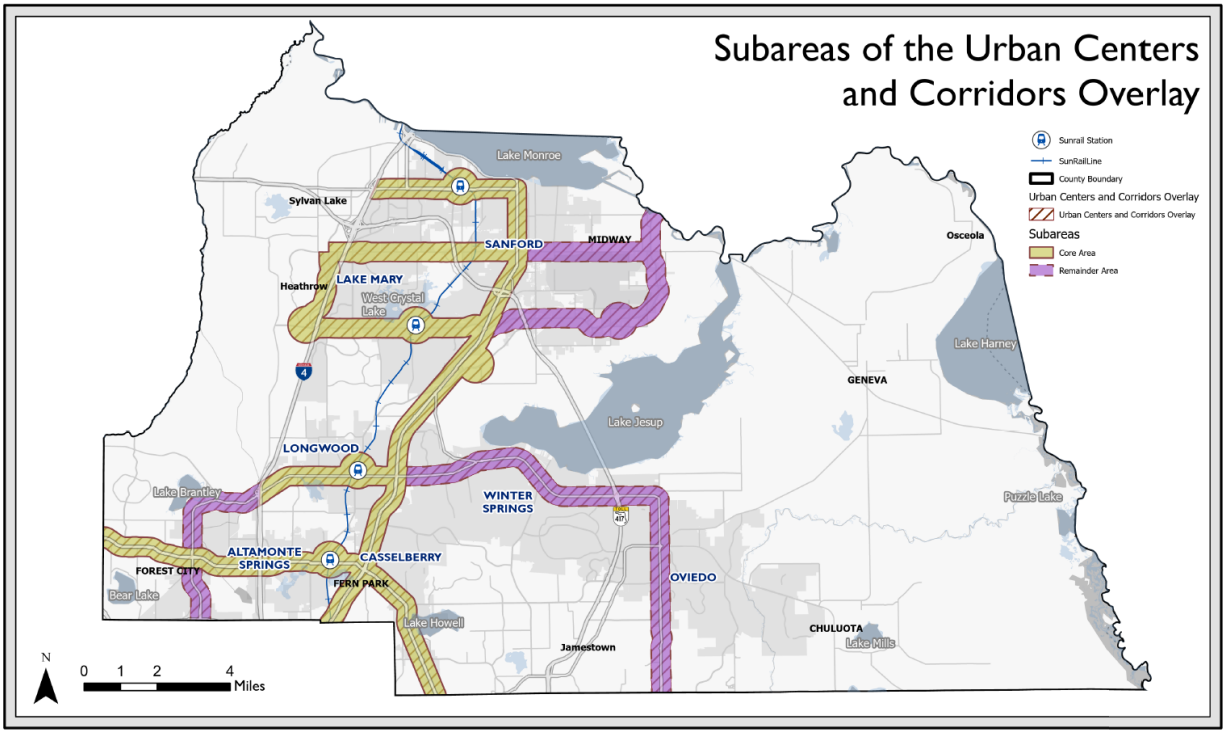
(b) Promote a mix of jobs and housing;

(c) Support multimodal transportation and reduce sprawl; and

(d) Incentivize affordable and workforce housing by the private sector.

30.10.14.3. Core Area Map.

The Core Area Map illustrates those portions of the Urban Centers and Corridors Overlay that are part of the Core Area. All areas not designated as part of the Core Area are consider the "Remainder Area" and subject to the standards thereof.



Core Area Overlay Map

PART 11. PARKING AND LOADING REGULATIONS

* * *

Sec. 30.11.4. Parking reductions and exceptions.

30.11.4.1 Administrative variances. Consistent with sound engineering practices or federal or state law, the Development Services Director may approve a variance to the following off-street parking standards under the following conditions:

(a) When granting such variance would protect and encourage the preservation of large canopy, specimen or historic trees, or significant areas of existing native vegetation or preserve existing historic buildings:

(1) Reduction of the number of required off-street parking spaces. A maximum reduction of one (1) parking space or five (5) percent of the total number of parking spaces required, whichever is greater, may be permitted.

~~(2) Reduction of the size of required off-street parking spaces. Up to fifty (50) percent of the total required two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet ninety-degree parking spaces may be reduced to a stall size of nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and native vegetation.~~

~~(3)~~ (2) Reduction of the amount of paved area. Paving requirements may be reduced up to twenty-five (25) percent of the total number of required parking spaces. All unpaved parking spaces shall be clearly delineated on the site plan and should be located at the periphery of the building site or otherwise located where such spaces are unlikely to be used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf block or any durable dust-free surface placed atop Geoweb or another structural component to ensure vehicles are supported as approved by the Public Works Director or County Engineer. The area waived from paving requirements shall not be credited as part of the required landscaped area or open space and stormwater management standards shall apply.

(b) ~~For existing developed properties on small sites when granting such a variance would preserve existing infrastructure:~~

~~(1)~~ For existing developed properties of less than three (3) acres when granting a variance would preserve existing infrastructure: if complying with the requirements of this Part would render the property unusable for the continuation of uses similar to the historic use of the property or require demolition of existing buildings to achieve an economically viable use, the Development Services Director may grant a reduction in parking or parking lot landscaping requirements sufficient to continue economic viability of the property without the need to demolish buildings on the property or adjacent sites.

* * *

~~**Sec. 30.11.5. Electrical vehicle (EV) readiness.**~~

~~30.11.5.1 Purpose. The requirements of this Part are intended to provide electric vehicle charging abilities distributed throughout the County to serve public mobility needs, prepare for emerging electric vehicle technologies, improve air quality, and achieve County sustainability goals.~~

~~30.11.5.2 Applicability. The requirements of this Part shall apply to new development or substantial enlargement of structures. Only the new parking spaces added as part of a substantial enlargement are subject to the requirements of this Section.~~

~~30.11.5.3 General Requirements.~~

~~(a) EV Readiness requirements are categorized in two levels as follows:~~

~~(1) EV Capable: These parking spaces prepare for future Electric Vehicle Supply Equipment (EVSE) installation by providing dedicated electrical capacity sufficient for Level 2 charging or greater and conduit to the EV Capable space. These spaces do not require wiring to the space or a receptacle.~~

(2) EVSE Installed: These parking spaces are reserved for EVs and provide drivers the opportunity to charge electric vehicles using EV charging stations rated sufficient for Level 2 charging or greater. These spaces should be installed per the requirements of the National Electrical Code (NFPA 70) as adopted and amended by the State of Florida.

30.11.5.4 Number of Spaces Required.

(a) The EV parking requirements are based on a percentage of the minimum required parking spaces of this Part.

TYPE	EV Capable**	EVSE Installed (threshold)**
Certified Affordable Multi-Family Housing	20%	N/A
Structured Parking (except Certified Affordable Multi-Family Housing)	20%	2% (requirement begins at 50 spaces)
Surface Parking:		
Multi-Family and Hotel	20%	2% (requirement begins at 50 spaces)
Commercial* (office, retail, and public, recreational & institutional uses)	10%	2% (requirement begins at 250 spaces)
Industrial (employee parking only)	10%	2% (requirement begins at 250 spaces)
*Commercial projects for fuel retailers in which automotive services is the primary use are excluded from requirements contained in this Section. **All partial space requirements are rounded down. Percent of required parking spaces.		

30.11.5.5 Location.

(a) For Planned Developments and major PD amendments, the number of EV Capable and EVSE Installed required spaces must be indicated on the MDP and placement must be identified during the final engineering/site plan approval. For all other projects the placement of the EV Capable and EVSE Installed required spaces must be identified during the final engineering/site plan approval process.

30.11.5.6 Design.

(a) Charging equipment must be mounted on the wall or on a structure at the end of the electric vehicle parking space provided.

~~(b) No charging devices may be placed within the dimensions of a space, on the sides, or entrance to a space.~~

~~(c) When cords and connectors are not in use, they shall be retracted or stored sufficiently high above the pedestrian surface and the parking lot as to prevent conflicts with pedestrians and vehicles.~~

~~(d) Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk or walkway.~~

~~(e) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.~~

~~(f) Alternative designs may be approved by the Planning Manager.~~(g)~~Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements.~~

~~**30.11.5.7 Accessibility.** A minimum of one (1) EVSE Installed space must be ADA accessible. For projects with more than 25 EVSE installed spaces, additional accessible stations must be provided at a rate consistent with accessibility standards for general parking.~~

~~**30.11.5.8 Signage.** All EVSE Installed parking spaces shall be designated with signage consistent with MUTCD standards.~~

* * *

Sec. 30.11.7. Miscellaneous design standards.

(a) Hours of operation. Non-residential uses with after-hour deliveries or service for late-night customers can generate noise and light during evening hours which may adversely impact adjoining residences. When these activities occur on the side of a building site adjoining residences, the hours of operation may be limited during the development approval process to any

combination of hours between 7:00 a.m. and 11:00 p.m. as determined on a case-by-case basis by the Planning Manager prior to issuance of any building permit for new construction, a building addition, or a change in use; provided that in no event shall the Development Services Director limit the hours of operation to less than twelve (12) consecutive hours. In the case of a rezoning to Planned Development (PD), the Board of County Commissioners shall make the appropriate findings for such limitations.

(b) Cross-access easements. All development except single-family residential and duplex uses, with parking lots or other direct access to a public road shall, as part of the development approval process, establish cross-access easements which provide for the internal connection of the parcel to adjacent parcels unless the Public Works Director makes a finding that such joint-access is not feasible or practicable based upon circumstances unique to the properties.

(c) Setbacks and clearance of residential garages.

(1) Front-loaded garages on residential lots must be set back a minimum of twenty (20) feet, or the minimum setback of the applicable zoning district, from the property line that the garage door faces

(2) Garage doors facing a rear alley

a. If on-street parking is allowed, then the garage door, facing an alley, must be set back from the edge of alley pavement as follows:

1. Less than eight (8) feet or;

2. More than twenty (20) feet.

b. If on-street parking is not allowed, then the garage door, facing an alley, must be set back more than twenty (20) feet from the edge of alley pavement

(3) Attached single-family units with garages on public streets are required to be served by an alley regardless of unit size, unless otherwise approved by the Board of County Commissioners. On private streets, the Development services director may waive this based on compatibility with surrounding area and configurations of the lots.

* * *

PART 13. SIGN REGULATIONS

* * *

Sec. 30.13.3. Sign standards.

(a) On-premise permanent signs.

(1) ~~Permanent.~~ In general.

a. ~~*Point of sale.*~~ Maximum copy area.

~~1.~~ Maximum allowable copy area for wall and ground/pole signs, unless otherwise specified, shall be a total sign area of two (2) square feet for each linear foot of primary building frontage. For buildings with a secondary frontage, a sign may be placed on the secondary building frontage with a maximum copy area of one (1) square foot per linear foot of the secondary frontage, unless prohibited by ~~located within~~ a special overlay district.

~~2.~~ The total ~~point of sale~~ sign copy area on any site shall be the sum of all wall signs, ground/pole signs, and window signs located on the subject property and designed to be viewed from off the premises.

b. Location Restrictions. Signs shall not be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part thereof. A sign

shall not be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for ventilation.

c. Multi-Faced Signs. On any sign with more than one face, the maximum number of surfaces visible from any location will be counted; provided, however, that all surfaces of a multi-faced sign shall be equal in size and height and contained within a common perimeter.

d. Illumination. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5-foot candles at the property line.

e. Visibility. No freestanding sign shall extend or be located within the sight triangle.

(2) Freestanding signs.

a. ~~3.~~ Ground/Pole Signs.

1. ~~aa.~~ Only one ground/pole sign shall be allowed per parcel with four hundred (400) feet or less road frontage. If a parcel's road frontage exceeds four hundred (400) feet and is less than seven hundred (700) feet, then a maximum of two (2) ground signs shall be allowed, but no closer than three hundred (300) feet apart. If a road frontage of a parcel exceeds seven hundred (700) feet, then a maximum of three (3) ground/pole signs shall be allowed, but no closer than three hundred (300) feet apart. Ground/pole signs shall not be placed on lots with less than forty (40) feet of road frontage.

2. ~~bb.~~ The maximum height of the entire ground/pole sign structure shall be fifteen (15) feet above the elevation of the crown of the road that the sign is facing and intended to be viewed from including highways (e.g., Interstate 4).

3. ~~cc.~~ No ground/pole sign nor its parts shall move, rotate, use animation or flashing lights. Electronic message centers, including time and temperature displays shall not display messages that give an illusion of motion and shall maintain each displayed message for a minimum of five (5) seconds.

4. ~~dd.~~ The sign pole or base must be set back a minimum of ten ~~structure may be erected at the property line provided no part of the sign projects over the line and is no closer than ten~~ (10) feet ~~to~~ from the property line.

5. Vertical structural supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds (⅔) the horizontal width of the sign face. A planter structure shall enclose the foot of the base. The planter shall be between two (2) and three (3) feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three (3) feet.

~~4. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign. Lights shall not exceed .5 foot candles at the property line.~~

b. Shopping center signs.

1. Shopping Centers and Commerce Centers have a concentration of businesses and non-commercial enterprises that may draw customers from throughout the region. This section of code authorizes additional freestanding sign area beyond

the limits of the base allowable copy area in Section 30.13.3(A)(1)(a). This sign area shall be based on the total building area within the shopping centers as follows:

Community Shopping Centers and Commerce Centers with a building area of 150,000—399,999 sq. ft. shall be allowed an additional 150 sq. ft. of copy area for a freestanding sign.

Regional Shopping Centers and Commerce Centers with a building area of 400,000 sq. ft. or more shall be allowed an additional 200 sq. ft. of copy area for a freestanding sign.

2. Shopping Center Signs are not counted towards maximum sign copy area. The maximum copy area calculation shall be used to allot wall signage for each tenant.

~~b.~~ c. Subdivision signs.

1. May be located in any district, provided the development is a permitted or approved use in such a district.

2. Such signs shall not be located nearer than ~~twenty-five (25)~~ five (5) feet from ~~any intersection of the street right-of-way~~ the property line, and shall be located outside of any Sight Distance Triangle.

3. Subdivision entrance gates and walls used as subdivision signs may exceed the height limitations otherwise established when approved by the Board of County Commissioners, provided same does not create a traffic hazard.

4. In Residential Districts, there shall be no flashing or animated signs. ~~Also, sign lights shall be so focused, directed, and so arranged as to prevent glare~~

~~or direct illumination or traffic hazard from said lights onto abutting property or adjacent streets or roads. Lights shall not exceed .5 foot candles at the property line.~~

5. Subdivision signs shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road.

~~e.~~d. *Flags.* A maximum of four (4) flags may be placed on any parcel. The maximum size of each flag shall be thirty-five (35) square feet. Should the property owner desire, one (1) large flag, a flag not exceeding one hundred forty (140) square feet may be flown in lieu of the four (4) smaller flags.

e. Wayfinding Signs.

1. Internal development wayfinding signs may provide location maps, directions, general information and special notices to the development.

2. One (1) sign per access point or internal driveway intersection is permitted.

3. If less than four (4) square feet, wayfinding signs do not count towards maximum sign copy area.

Figure 13.3A Wayfinding Signs Illustrative Examples

(3) Wall signs

a. Wall signs are subject to the maximum allowable copy area calculation but are limited to a maximum of 200 square feet;

b. Wall signs may be used in conjunction with blade signs;

c. Wall signs should not obscure windows, grill work, piers, pilasters, or ornamental features. Typically, wall signs should be centered on horizontal surfaces;

d. Electronic messaging associated with wall signs is not permitted; and

e. Awning and canopy signs shall follow the same provisions as wall signs.

Figure 13.3B Wall sign Illustrative Examples

Figure 13.3C Awning Signs Illustrative Examples

Figure 13.3D Canopy Signs Illustrative Example

(4) Window graphics and signs.

a. Window graphics and signs may be used in conjunction with other signs;

b. Window graphics and signs are limited to thirty (30) percent of the window area. The following shall be exempt from this limitation: Addresses, closed/open signs, hours of operation, credit card logos, real estate signs, and now hiring signs.

Figure 13.3E Window Signs Illustrative Examples

(5) Blade signs.

a. Blade signs may be used in conjunction with wall signs;

b. Blade signs shall be permitted for uses allowed in the Commercial and Industrial Districts;

c. Only one blade sign per establishment is permitted;

d. The maximum allowable copy area for the blade sign shall be four (4) square feet per sign face and does not count towards the maximum allowable copy area for on-premise permanent signs;

e. A blade sign may encroach up to three (3) feet over a private sidewalk, measured horizontally from the face of the wall, while maintaining a vertical clearance of eight (8) feet from the finished sidewalk.

Figure 13.3F Blade Signs Illustrative Examples

~~(2)~~ (b) On-premise *Temporary* signs.

~~a.~~ (1) *Trailer signs.*

~~1.~~ a. Each property owner, or his properly licensed agent shall prior to displaying each sign upon any premise, secure a permit for each sign from the Building Division of Seminole County. A permit shall not be valid for longer than a period of thirty (30) days, after which time, the trailer sign shall be removed from the premises. A permit cannot be renewed nor can a permit be obtained for the same business within a period of sixty (60) days after the removal of a trailer sign from the premises. No more than three (3) permits may be issued to the same business location in any one calendar year. Any business failing to remove a trailer sign from their premises, within five (5) days after the expiration or revocation of their permit, will be prohibited

from obtaining a permit for a trailer sign at that business location, for a period of one hundred twenty (120) days following the removal of the sign.

~~2.~~ b. Trailer signs may be placed at the property line provided no traffic hazard is created, in which case, they shall be set back a minimum of ten (10) feet, and providing they are no closer than ten (10) feet to the paved surface of the road.

~~3.~~ c. The placement of a trailer sign in a parking space that is required to meet the minimum parking requirements shall be prohibited.

~~4.~~ d. The placement of a trailer sign in the public right-of-way will be cause for the revocation of the permit.

~~5.~~ e. Trailer signs, exclusive of the transportation mechanism, shall not exceed the exterior measurements of eight (8) feet in height or fourteen (14) feet in length, and shall not exceed a maximum of one hundred (100) square feet in area per face.

~~6.~~ f. Trailer signs shall be limited to commercial and industrial districts.

~~7.~~ g. There shall be a maximum of one (1) trailer sign per business location with a minimum spacing of two hundred (200) feet between any two (2) trailer signs on the same side of the road and no more than three (3) trailer signs every one thousand (1,000) feet on the same side of the road. Business location refers to a legally subdivided parcel of land on which there may be one or more separate businesses. By way of illustration, a shopping center with multiple tenants, is classified as one business location.

~~8.~~ h. Each trailer sign, when in use, shall, in some manner, be securely fastened to a permanent structure or the ground; further, each trailer sign shall have its wheels locked so that only the person renting, leasing, owning, or providing the sign shall have the capability of unlocking the wheels.

~~9.~~ i. All incandescent bulbs in, on, or attached to any trailer sign shall be P.A.R.-rated outdoor lamps of not more than one hundred (100) watts; however, spot-type bulbs shall be prohibited on all trailer signs.

~~10.~~ j. Each trailer sign shall have permanently affixed and prominently displayed the name, business address, and/or phone number of the owner of the sign.

~~11.~~ k. The owner of any business location, with multiple tenants, may elect to provide the tenants a reasonable opportunity to utilize temporary advertising for special sales or promotions by entering into an agreement with Seminole County whereby all trailer signs would be restricted from the property and permanent changeable copy ground signs could be installed. In order to utilize this option, the owner of the business location shall sign a development order that would prohibit trailer signs from being placed on the property. The development order would permit the property owner to erect permanent, changeable copy reader board ground signs on the property. One (1) reader board ground sign, up to a maximum of three (3) signs per site may be authorized for each three hundred (300) feet, or fraction thereof, of the business location frontage along the primary road adjacent to the site. Each reader board ground sign shall be enclosed in a brick or masonry base, or other material as approved by the current Planning Division, whose exterior dimensions shall not exceed a height of eight (8) feet or a length of fourteen (14) feet. The copy area of the sign will not be counted against the allotted point-of-sale copy area, and the sign shall maintain a one hundred (100) feet separation from any ground/pole sign on the property.

~~b.~~ (2) *Real estate signs.*

~~1.~~ a. In residential districts signs shall not exceed six (6) square feet in area unless the tract size is in excess of two (2) acres. If the tract size is in excess of two (2) acres, signs shall not exceed sixty-four (64) square feet.

~~2.~~ b. In residential districts where a subdivision is being developed or offered for sale, a combination of real estate and subdivision sign, maximum size of two hundred (200) square feet, may be erected on the property which is being developed or offered for sale until such time as the subdivision is completed.

~~3.~~ c. In residential districts, no sign over six (6) square feet shall be erected closer than one hundred (100) feet from the nearest existing house.

~~4.~~ d. In commercial, agricultural, and industrial districts, real estate or combination real estate and subdivision signs shall not exceed three hundred (300) square feet.

~~5.~~ e. No more than one (1) real estate sign or combination real estate and subdivision sign may be erected on any one road frontage for each tract or parcel of land offered for sale or lease.

~~6.~~ f. The maximum height of the sign structure shall not exceed fifteen (15) feet above the elevation of the crown of the road.

~~e.~~ (3) *Construction signs.*

~~1.~~ a. No more than two (2) signs denoting the owner, architect, engineer, financial institution, or contractor may be erected on a lot or parcel of land under construction. The total copy area of both signs shall not exceed one hundred (100) square feet. The sign must be removed prior to the issuance of the certificate of occupancy.

~~2.~~ b. Such signs must be set back in accordance with the building setback requirements of the district.

~~d.~~ (4) *Banners, pennants, balloons, streamers, and similar displays.* Banners, pennants, balloons, streamers, and similar displays shall be allowed:

~~1.~~ a. One (1) time only for a new business, from two (2) weeks prior to the opening/grand opening until one (1) month after the opening/grand opening.

~~2.~~ b. For ~~noncommercial~~ activities on parcels or lots in residential districts, from one (1) month prior to the activity until two (2) weeks after the activity.

~~e.~~ (5) *Motor vehicle sign.* A motor vehicle sign as hereinbefore defined shall not be parked and left unattended when utilized primarily as a means of promotion or advertising.

~~f.~~ (6) *Inflatable advertisement.* Inflatable advertising signs shall be allowed only one (1) time per year for any business location or shopping center. The permit shall be valid for no more than seven (7) days, and said sign shall not exceed a height of thirty (30) feet nor exceed a maximum of three hundred (300) square feet of copy area.

~~g.~~ (7) *Signs to mitigate impacts of road construction projects.* Temporary signs shall be allowed on properties assigned a commercial or industrial zoning classification during the time period in which a road construction project impairs access to or visibility of a parcel and the commercial enterprise located thereon. Such signage shall be temporary in design and construction and shall not be permanently affixed to any structure of whatsoever type or nature. Such signage shall not exceed thirty-two (32) square feet in size per parcel and may consist of banners or trailer signs. The permit issued for such signage shall be valid for during the period which active road construction is occurring as determined by the Planning Manager in conjunction with the County Engineer. Such signage shall be removed not later than five (5) days after active road construction has permanently ceased for the road construction project as determined by the Planning Manager in conjunction with the County Engineer.

~~(b)~~ (c) *Off-premise signs.*

(1) ~~*Permanent.*~~ Outdoor advertising signs

~~a. *Outdoor advertising signs.*~~

~~1.~~ a. Shall be permitted as specified in the applicable zoning classifications.

~~2.~~ b. Shall be setback in accordance with the applicable building setback requirements for the zoning districts and shall not be located nearer than one hundred (100) feet to a residential district. All structures shall be of all steel construction and of a monopole design. The base of each structure shall be surrounded by a five (5) foot deep landscaped buffer~~yard~~. The landscaped buffer~~yard~~ shall be planted with suitable landscaped material, and maintained so as to ensure a minimum landscape screen of six (6) feet in height and seventy-five (75) percent opacity with one (1) year of planting.

~~3.~~ c. On all limited access roads, except the circumferential toll expressway, commonly referred to as The Beltway, such signs shall be no closer than two thousand (2,000) feet from any other outdoor advertising sign on the same side of the highway, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road or within five hundred (500) feet of an exit or on ramp. Outdoor advertising signs, except for FDOT "Logo" format signs, shall not be permitted adjacent to the Beltway.

~~4.~~ d. On all other state and County roads, such signs shall be no closer than two thousand (2,000) feet from any outdoor advertising sign on the same side of the road, one thousand (1,000) feet radial distance from any other outdoor advertising sign on the same road, nor closer than one hundred fifty (150) feet from any ground/pole sign on the same side of the road.

~~5.~~ e. "V" signs are permitted, provided they are constructed with an inner angle not to exceed thirty (30) degrees.

~~6.~~ f. No single-faced billboard shall have an interior angle from road to face of sign in excess of forty-five (45) degrees, and shall be installed to minimize a view of the rear of a sign.

7. g. Maximum size of outdoor advertising signs along limited access roads shall not exceed a maximum gross area of six hundred seventy-two (672) feet, and the maximum height of the sign structure shall not exceed thirty (30) feet above the crown of the road which the sign is designed to serve. On all other state and County roads, the maximum size of outdoor advertising signs shall not exceed four hundred (400) square feet and the maximum height of the structure shall exceed thirty (30) feet above the crown of the road on which the sign is designed to serve.

~~b.~~ (2) *Public information signs.* Directional signs for public facilities, non-profit organizations, and civic assembly may be erected on private property in the OP district and any commercial or industrial district. Such signs may also be placed in the A-1 district, if approved by the Board of County Commissioners, upon determination that the signs would not be incompatible with the character of the area or neighborhood. Placement of such signs must be in accordance with the following restrictions:

~~1.~~ a. A maximum of two (2) signs per facility, organization, or church may be permitted. Each sign will be limited to six (6) square feet in area and six (6) feet in height, and may be located no closer than one hundred (100) feet to any other ground/pole sign.

~~2.~~ b. Copy of such sign will be limited to the name of the facility, organization, or houses of worship (civic assembly), and direction to its location.

~~3.~~ c. No such sign may be erected without verification from the Planning & Development Division that the sign and its proposed location comply with these regulations.

~~4.~~ d. A public information sign will be removed when the County makes a determination that such sign is no longer compatible with adjacent land uses or otherwise not in conformity with this Part.

~~c.~~ (3) *Advertising benches and shelter.* Benches and shelters, with or without kiosks, that display advertising may be placed in close proximity to a bus stop, either in the public right-of-way or immediately adjacent to the right-of-way, and may be maintained in Seminole County for the use and convenience of the general public. The placement of such benches and shelters must be in accordance with a written agreement between the firm supplying the benches and shelters and Seminole County. Such agreement must include, but is not limited to:

~~1.~~ a. Location, size, and construction of benches and shelters;

~~2.~~ b. Permitting and removal procedures; and

~~3.~~ c. Maintenance and insurance responsibilities of permit holder.

~~(2) *Temporary.*~~

~~a.~~ (4) *Special event signs.* Special event signs may be displayed a maximum of seven (7) days following the event.

* * *

Sec. 30.13.5. Prohibited signs.

The following signs are prohibited:

~~(1)~~ (a) Snipe signs.

~~(2) Freestanding signs.~~

~~(3) Any sign containing statements, words, or pictures of an obscene nature~~

~~(4)~~ (b) Any sign which obstructs the view in any direction at a street, road, or access drive.

~~(5) Any sign which advertises or announces any activity, business, product, service, special event, or issue which is no longer produced, conducted or at issue.~~

~~(6)~~ (c) Banners, pennants, flags, balloons and similar displays, unless otherwise provided for in this Part.

Sec. 30.13.6. Nonconforming signs.

Any sign which conformed to the existing zoning regulations when erected and subsequently is declared nonconforming due to the enactment of this Part or any amendment to the zoning regulations may continue in place subject to the following provisions:

(a) Outdoor advertising signs.

(1) Signs that are nonconforming due to zoning may not be moved, structurally altered, or repair work accomplished that would require replacement of more than fifty (50) percent of any one (1) sign's supporting members without complying with all provisions of this Part.

(2) Signs that are nonconforming on the effective date of Ordinance 90-9 (April 24, 1990), due to size, height or construction requirements shall be brought into compliance with the size, height and construction standards set forth in this Code prior to February 1, 2001.

(3) Notwithstanding anything provided in subsection (2) to the contrary, in furtherance of Section 479.15, Florida Statutes, this Section shall not require the alteration or removal of any signs declared nonconforming by this Part that were lawfully erected along any portion of the interstate or federal-aid primary highway system. Provided, however, that an applicant for a permit to construct a new sign located adjacent to the interstate or federal-aid primary highway system or to rebuild a previously nonconforming sign located adjacent to the interstate or federal-aid primary highway system shall construct the sign in accordance with the standards of this Part.

(b) ~~Point of sale signs.~~ All other nonconforming signs.

(1) Any nonconforming sign must be removed when the business or use it advertises is discontinued. Any replacement sign must conform to all existing regulations.

(2) Any sign nonconforming due to height restrictions shall be brought into conformity with the height requirements prior to May 1, 1994. In any case where the owner of a sign or the owner of the property on which the sign is located alleges that the lowering of the sign would create a unique hardship, such an owner may request that a variance be granted by the Board of Adjustment. Such request must be filed within thirty (30) days of the sign owner or the property owner receiving written notice from the Planning Division directing that the sign be lowered. The Board of Adjustment shall hear the variance request at a public meeting and may grant a variance after finding that, based on competent and substantial evidence, the lowering of the sign would create a unique hardship on the owner of the sign or the property owner.

(3) Any sign nonconforming due to the utilization of movement or the illusion of motion shall be brought into conformity prior to December 1, 1990.

(4) All nonconforming banners, pennants, flags, balloons, streamers, wind driven devices and similar displays shall be removed prior to June 1, 1990.

(c) No sign shall be construed to be a nonconforming sign if it was erected without a building permit having been obtained and/or without the prior approval of the Planning Division.

* * *

Sec. 30.13.16. RP ~~and OP~~ signage regulations.

~~30.13.16.1 Each building lot shall be permitted one (1) identification sign, not to exceed sixteen (16) square feet in area. Such sign shall not exceed fifteen (15) feet in height and not be~~

~~closer than ten (10) feet to any lot line. Except for a single identification sign and the usual address sign, no other signs shall be permitted.~~

Freestanding signs are limited to a maximum of twenty-four (24) square feet.

(a) Main entrance. At a main entrance to an office development, one (1) detached pole sign giving the name of the principal tenant may be permitted. No sign shall exceed one (1) square foot in area for each one (1) linear foot of lot frontage along the street on which the sign faces and shall be limited to a total structure height of fifteen (15) feet above grade. A sign may be illuminated provided the bulbs are not visible; however, no flashing lights or lights giving the illusion of motion shall be permitted. Sign illumination shall be of low intensity so as not to be a nuisance to surrounding areas.

(b) Directory sign. A directory sign not intended or designed to be read from a roadway may be permitted within the office complex.

(c) Prohibited signs. The following types of signs shall be prohibited: Off-premises advertising signs or billboards, trailer signs, snipe signs, and window signs which are visible from any residential building or public right-of-way.

* * *

PART 14. LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE

Sec. 30.14.1. General Purpose and water efficient landscaping criteria~~, intent, and definitions~~.

(a) The purpose of this Part, in general, is to provide for quality community character, to shade impervious surfaces, to protect against potential land use conflicts, and to define logical areas for pedestrian and vehicular circulation.

The purpose of the water-efficient landscaping criteria included herein is to establish minimum standards for the development, installation, and maintenance of all landscaped areas required by this Code without inhibiting creative landscape design. Specific water conservation measures are required, such as the preservation of existing natural vegetation when appropriate. The establishment of these minimum requirements and the encouragement of resourceful planning are intended to protect and preserve the appearance, environmental quality, character, and value of surrounding neighborhoods and thereby promote the public health, safety and general welfare of the citizens of Seminole County.

(b) Creative site development concepts shall be used in order to promote water conservation. Water-conserving site development concepts may include, but are not limited to:

(1) The preservation of existing plant communities;

(2) The use of native plant species;

(3) The re-establishment of native plant communities;

(4) The use of drought-tolerant plant species;

(5) The use of site-specific plant materials;

(6) The design, installation, and maintenance of irrigation systems that eliminate the waste of water due to over-application or loss from damage;

(7) The use of shade trees to reduce transpiration rates of lower-story plant materials;

(8) Placement of vegetation in such a way that promotes energy conservation through shading;

(9) The use of pervious paving materials;

(10) The use of water efficiency in landscaping;

(11) Other environmentally sensitive site development concepts.

(c) Vegetation protection and preservation objectives are intended to:

(1) Reduce the use of irrigation water in open space areas by promoting the preservation of existing plant communities;

(2) Prevent the removal of existing vegetation in advance of the approval of land development plans;

(3) Prevent the removal of existing vegetation when no replacement vegetation plan has been prepared for the site.

(d) To achieve the objectives of these land development regulations, this Code incorporates six (6) basic principles of water-efficient landscaping. These principles are set forth below for the purpose of giving guidance and direction for administration and enforcement:

(1) Planning and design;

(2) Appropriate plant selection;

(3) Practical turf areas;

(4) Efficient irrigation;

(5) Use of mulches;

(6) Appropriate maintenance.

(e) The provisions of this Part shall apply to all real property situated within the unincorporated areas of Seminole County that are required to be landscaped by this Code.

Sec. 30.14.2. Open space.

30.14.2.1 Purpose and Applicability.

(a) The purpose of open space areas within developments is to provide areas for: ~~The purpose of this Part is to provide clear standards for the establishment, function, and maintenance of open space areas within all developments.~~

(1) active and passive recreation for residents, employees, and visitors of the development;

(2) conservation and restoration of natural systems and wildlife habitats; and

(3) preservation of community character through views of vegetation and natural features.

(b) Single-family residential development in any zoning district is exempt from this Section except in the Planned Development (PD) District or where specifically required by another Section of this Code. Nonresidential uses, where permitted in a single-family district (i.e., by Special Exception) shall be required to provide open space.

~~(c) The character of required open space shall be determined by development type. Open space within nonresidential developments shall meet the requirements of Section 30.14.2.2 while open space within residential developments shall meet the requirements of Section 30.14.2.3. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Section 30.14.2.4.~~

~~(d)~~(c) The amount of open space required for development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. ~~If not otherwise specified, the minimum open space shall be twenty-five (25) percent of the gross site area.~~ The standard open space requirement as required by the zoning district is as follows:

Zoning District	**Open Space Percentage**

A-1	-
A-3	-
A-5	-
A-10	-
OP	25%
CN	25%
CS	25%
C-1	25%
C-2	25%
C-3	25%
M-1A	25%
M-1	25%
M-2	25%
PD	25%
PLI	25%
RC-1	-
R-1AAAA	-
R-1AAA	-
R-1AA	-
R-1A	-
R-1	-
R-1B	-
R-1BB	-
R-2	-
R-3	25%
R-3A	25%
R-4	25%
RM-1	25%

RM-2	25%
RM-3	25%
RP	25%
UC	25%

~~30.14.2.2 Nonresidential Open Space.~~

~~(a) The purpose of open space in nonresidential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat, and other natural features.~~

~~(c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.~~

~~(d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.~~

~~(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(4) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~

~~(e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:~~

~~(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and~~

~~(2) The lake shall be accessible to all employees or visitors and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.~~

~~(f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.~~

~~(g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.~~

~~(h) Site features noted in Section 30.14.2.5 may also be counted as open space.~~

~~30.14.2.3 Residential Open Space.~~

~~(a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and~~

~~shall have either an aesthetic or recreational function that shall not conflict with other site features required by this Code.~~

~~(b) Open space shall be located entirely within the boundaries of the project. In no case shall the required open space occupy any portion of a privately owned residential lot.~~

~~(c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.~~

~~(e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.~~

~~(f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development. Dog parks and tot lots that are a minimum of seventy-five (75) square feet per~~

~~dwelling unit are also exempt from this requirement and may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.~~

~~(g) Required open space within a subdivision shall be platted as a common area and shall be owned and maintained by a homeowners' association.~~

~~(h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover.~~

~~(2) The pond shall have no greater than a 4:1 slope with no fencing.~~

~~(3) The pond shall have a curvilinear shape simulating a natural water body.~~

~~(4) Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.~~

~~(5) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.~~

~~(6) For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or designee.~~

~~(7) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds, a littoral zone with plantings is required. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part. The pond and/or adjacent area shall include a minimum of two of the following features:~~

~~a. Fountain~~

~~b. Stabilized walking path~~

~~c. Exercise equipment~~

~~d. Benches for seating~~

~~e. Tot lot or mini-park~~

~~(i) Natural lakes may be counted toward the minimum area requirement subject to the limitations in paragraph (k) below and the following criteria:~~

~~(1) The lakeshore shall be accessible to all residents, and shall include one or more visual or recreational amenities including, but not limited to, trail facilities, boardwalks, fountains, and picnic tables.~~

~~(2) Only that portion of a lake that lies within the legal description of the project may count toward the required open space.~~

~~(j) Conservation areas, defined for the purposes of this Part as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in paragraph (k) below.~~

~~(k) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area.~~

~~(l) Required landscaped areas and buffers may not be credited toward the required open space area.~~

~~(m) Site features noted in Section 30.14.2.5 may also be counted as open space.~~

~~30.14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.~~

~~(a) The purpose of open space in infill development, redevelopment, and mixed use developments is to provide areas for supplemental landscaping; buffering; recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or preservation of natural resources.~~

~~(b) Open space shall be located entirely within the boundaries of the project. Open space may include: landscaping and buffers; recreational facilities and amenities accessible to all users of the site; recreational facilities and amenities accessible only to residents; stormwater facilities; and areas providing for natural resource protection.~~

~~(c) Types and locations of open space shall be clearly shown on a development plan prior to approval by Seminole County.~~

~~(d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.~~

~~(e) Open space areas shall not be fenced, unless necessary for safety reasons, and shall not contain mechanical units and equipment, storage areas, or other service-related functions.~~

~~(f) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:~~

~~(1) The pond shall be sodded or dressed with equivalent ground cover; and~~

~~(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~

~~(g) Required open space within infill development, redevelopment, or mixed-use development, which serves primarily the residential portion of a development, shall be platted as a common area and shall be owned and maintained by a homeowner association or other entity which is capable of maintaining the function of the open space, as determined by the Development Services Director. Required open space within infill development, redevelopment, or mixed-use development which serves primarily the nonresidential portion of the development shall be owned and maintained by a property owners' association.~~

~~(h) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space area.~~

~~(i) Open space shall be continuous wherever possible, shall be accessible to all uses within a development when practical and safe, shall contain pedestrian amenities (including lighted, accessible walkways with shade trees), and shall include lighted public plazas serving structures that contain retail and/or office uses. Public plazas shall contain benches with shade trees or permanent coverings.~~

~~(j) Selected facilities located indoors or on rooftops may be permitted where they serve as amenities when available for use and enjoyment by all residents or users of a development. Excluded from eligibility as credited open space are theaters, restaurants, religious facilities, and retail, commercial uses.~~

~~(k) Site features noted in Section 30.14.2.5 may be counted as open space.~~

~~30.14.2.5 Permitted Open Space Features.~~

~~Feature~~	~~Nonresidential Open Space~~	~~Residential Open Space~~	~~Mixed Use Infill, Redevelopment~~
~~100-year floodplain~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Borrow pits~~	~~Y**~~	~~Y**~~	~~Y**~~

~~Clubhouse/admin. Offices fitness center~~	~~N~~	~~Y~~	~~Y~~
~~Curated art museums/galleries~~	~~N~~	~~N~~	~~Y~~
~~Decorative fountain, Interactive fountain~~	~~Y~~	~~Y~~	~~Y~~
~~Fitness center internal to the residential portion of a development~~	~~N~~	~~N~~	~~Y~~
~~Lakes~~	~~Y*~~	~~Y*~~	~~Y*~~
~~Outdoor exercise trail~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor dining/seating areas not limited to patrons of a single business~~	~~Y~~	~~N~~	~~Y~~
~~Outdoor recreation facilities~~	~~Y~~	~~Y~~	~~Y~~
~~Outdoor sculpture garden~~	~~Y~~	~~Y~~	~~Y~~
~~Outparcels~~	~~N~~	~~N~~	~~N~~
~~Parking lots~~	~~N~~	~~N~~	~~N~~
~~Paved jogging and bicycling path~~	~~Y~~	~~Y~~	~~Y~~
~~Plant conservatory~~	~~N~~	~~N~~	~~Y~~
~~Platted residential lots~~	~~—~~	~~N~~	~~N~~
~~Power line easements~~	~~Y~~	~~Y****~~	~~Y~~
~~Power line easements or R/W containing trails or similar rec. amenities~~	~~Y~~	~~Y~~	~~Y~~
~~Private roads~~	~~N~~	~~N~~	~~N~~
~~Public plazas with benches and shade trees~~	~~Y~~	~~Y~~	~~Y~~
~~Public road R/W~~	~~N~~	~~N~~	~~N~~
~~Required buffer areas~~	~~Y~~	~~N~~	~~Y~~
~~Retention (amenitized per Code)~~	~~Y~~	~~Y~~	~~Y~~
~~Retention (not amenitized)~~	~~N~~	~~N~~	~~N~~
~~Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools~~	~~Y~~	~~Y***~~	~~Y~~
~~Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails~~	~~Y~~	~~N~~	~~Y~~
~~Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails~~	~~Y~~	~~Y~~	~~Y~~
~~Upland common areas exceeding 40' in width~~	~~Y~~	~~Y~~	~~Y~~
~~Utility easements~~	~~Y~~	~~Y~~	~~Y~~
~~Wetlands~~	~~Y*~~	~~Y*~~	~~Y*~~

~~Table notes:~~

~~Y = Permitted to be counted toward area requirements.~~

~~N = Not permitted to be counted toward area requirements.~~

~~*Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.~~

~~**Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(l).~~

~~***Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.~~

~~****If allowed by utility company.~~

30.14.2.2 Open Space in General.

(a) Open space shall be located entirely within the boundaries of the development. For residential subdivisions, in no case shall the required open space occupy any portion of a residential lot.

(b) Open space shall be maintained to preserve its required function(s) as follows:

(1) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner.

(2) Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners' or homeowners' association.

(c) Types and locations of open space shall be clearly shown on the site plan, or earlier as otherwise required by this code.

30.14.2.3 Types of Open Space.

(a) Site features noted in Table 2.3: Permitted Types of Open Space may be counted as required open space subject to the criteria specified in (b)-(h) and all other standards of this section:

Table 2.3: Permitted Types of Open Space
100-year floodplain
Borrow pits
Clubhouse / fitness center / pool
Lakes
Landscaped upland areas
Public plazas
Required buffer areas except in single-family residential subdivisions
Retention areas
Undisturbed upland areas
Utility easements
Wetlands

(b) Lakes, wetlands, retention areas, and buffers combined may account for a maximum of fifty (50) percent of the required Open Space; except that for non-residential developments of one (1) net buildable acre or less, only natural lakes and wetlands combined may account for the maximum of fifty (50) percent limitation and retention areas and buffers may account for up to one hundred (100) percent of the required open space.

(c) Natural lakes may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) Only that portion of a lake that lies within the legal description of the project may count toward the required open space area; and

(2) The lake shall be accessible to all residents, employees, and/or visitors and shall include other amenities, including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.

(d) Stormwater retention ponds may be counted toward the minimum required open space, subject to the limitation in paragraph (B) and the following criteria:

(1) The pond shall be accessible to all residents, employees and/or visitors.

(2) The pond shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos.

a. The pond shall have a curvilinear shape simulating a natural water body.

b. The pond shall have no steeper than a 4:1 slope with no fencing.

c. The pond shall be sodded or dressed with equivalent ground cover.

d. Canopy trees shall be provided at the rate of one (1) per fifty (50) feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.

e. The pond and/or adjacent area shall include a minimum of two of the following features when adjacent to a wet pond. When adjacent to a dry pond in a residential project, a total of four of the following features shall be required:

1. Fountain

2. Stabilized walking path

3. Exercise equipment

4. Benches for seating

5. Tot lot or mini-park

6. Nature interpretation stations

7. Pavilion or other shaded structures

8. Other features in addition to, or substituting for, the aforementioned may be approved by the Development Services Director if consistent with the intent of this Part.

f. A littoral zone with plantings is required for wet ponds.

1. Littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible, provided that maintenance of the pond is not impeded. Multiple planting depth zones are required.

2. Landscape plans shall be reviewed and approved by the Natural Resource Officer or designee.

(3) For wet ponds, if reclaimed water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.

(E) Dry compensating storage areas may be counted towards open space upon a determination by the Development Services Director that the area will be designed as part of a park and serve a recreational purpose most of the year. Such areas are not subject to the limitations of paragraph (B).

(F) Borrow pits must be sodded, landscaped, and/or configured as a water feature in compliance with Section 65.8(I).

(G) Utility easements can be counted as required open space only if allowed by the utility company benefiting from the easement.

30.14.2.4 Standards for Open Space.

Areas dedicated as open space must be accessible to all intended users of the development or the portion of the development for which the open space is counted.

If an applicant intends to limit a portion of the open space to a particular group of users, then the development must separately demonstrate compliance with open space requirements for the portion of the development that will not have access to the limited open space.

Open space within a development must meet the following dimensional standards:

(a) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement.

(1) Open space at least twenty (20) feet in width containing paved or stabilized paths for pedestrians and/or bicycles or horse trails shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development or connected to off-site recreation trails.

(2) Dog parks and tot lots that are a minimum of seventy-five (75) square feet per dwelling unit may count towards open space. Dog parks must contain waste disposal receptacles and appropriate signage.

(3) Open space adjacent to a water body must be a minimum of twenty (20) feet in width measured from the top of the berm to any public right of way, lot line, fence, or building area.

(4) If less than seven thousand five hundred (7,500) square feet of open space is required, then all provided open space must be contiguous.

(b) Open space shall not be fenced, except where otherwise noted, unless necessary for safety reasons, such as:

(1) Dog parks and playgrounds may be fenced for safety purposes.

(2) Pools or other areas that must be fenced as required by state regulations.

(3) Railings and other decorative features that are not intended to limit access are permitted.

(c) Open space areas shall not contain storage areas or other service-related functions.

(d) Open space areas shall not contain mechanical units and equipment, unless a determination is made by the Development Services Director that such equipment is de minimis and not disruptive to the intended function of the open space.

(e) Allowable features within recreational open space include but are not limited to:

(1) Paved jogging and bicycling path;

(2) Outdoor dining/seating areas not limited to patrons of a single business;

(3) Outdoor recreation facilities;

(4) Outdoor sculpture garden;

(5) Decorative fountain, Interactive fountain;

(6) Benches and shade; and

(7) Plant conservatory.

30.14.2.5 Use specific open space conditions.

(a) For single-family residential developments, the following conditions apply:

(1) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility that will occupy at least twenty-five (25) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is

completed and available for use, unless the facility was not included in the overall open space calculation.

(2) Where intervening properties separate a dwelling unit from an area dedicated as open space, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic to minimize the need to cross or travel on roads carrying motorized vehicles.

(b) For multi-family residential development, the following condition applies:

No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement when the developer proposes a major recreational facility that will provide at least fifty (50) percent of the required open space for development.

~~**Sec. 30.14.3. Buffering.**~~

~~30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.~~

~~Plant Group Options~~	~~Number~~	~~Plant Type~~
~~Plant Group A (Basic)~~	~~1~~	~~Canopy~~
	~~1~~	~~Understory~~
	~~1~~	~~Evergreen~~
	~~11~~	~~Shrubs~~
~~Plant Group B (Basic)~~	~~1~~	~~Canopy~~
	~~2~~	~~Understory~~

	~~17~~	~~Shrubs~~
~~Plant Group C (Height Restricted)~~	~~5~~	~~Understory~~
	~~16~~	~~Shrubs~~
~~Plant Group D (Basic)~~	~~3~~	~~Evergreen~~
	~~1~~	~~Understory~~
	~~13~~	~~Shrubs~~
~~Plant Group E (Low Level Visibility)~~	~~2~~	~~Canopy~~
	~~4~~	~~Shrubs~~

~~Note: See Section 30.14.16(b)(1) and (2) for minimum size at planting.~~

Sec. 30.14.4.3. Buffering requirements in general.

(a) Buffers are described in terms of required opacity, or the degree of screening between two (2) adjoining uses or activities. An opacity of 0.1 screens ten (10) percent of an object, while an opacity of 1.0 completely obscures the object from view during summer months after all required plants have reached maturity.

(b) Buffers shall be located on the outer perimeter of a development site but entirely within the property bounds of such site and shall not include right-of-way or areas that will be dedicated as right-of-way. Buffers may be placed within utility easements, subject to verification that the dedicated use of the easement does not conflict with the function of the buffer. The owner of the property shall be responsible for replacement of landscape materials damaged or removed by the placement or maintenance of utilities within such easements.

(c) Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with minimum possible interference with the buffering function, as determined by the Development Services Director.

(d) Buffers are required for the following situations:

(1) For new development adjacent to existing development, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the land use intensity of the adjacent use(s). Required opacities are shown in Section ~~30.14.7(a)~~ 30.14.5(a). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(2) For new development adjacent to vacant land, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the Future Land Use designation of the adjacent property as established by the Seminole County Comprehensive Plan. Required opacities are shown in Section ~~30.14.7(b)~~ 30.14.5(b). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(3) For new development adjacent to roads and right-of-way, required buffers shall be determined according to the land use intensity of the proposed use(s) as compared to the functional classification of the road or right-of-way, unless otherwise provided in this code. An unimproved right-of-way shall be assumed to contain the most intense road classification for which it was designed. Required opacities are shown in Section ~~30.14.7(c)~~ 30.14.5(c). Development on small or irregular sites, resource-limited sites, or infill sites shall be developed according to the criteria of Section ~~30.14.11~~ 30.14.7.

(4) Landscape buffers for parking lots shall be provided in accordance with Section ~~30.14.8.~~30.14.10.

(5) Landscape buffers for storage or loading areas that represent a special nuisance shall be provided in accordance with Section ~~30.14.9.~~30.14.11.

(e) Existing natural vegetation may be used in place of a required wall, fence, and/or landscaping where such vegetation consists of canopy and understory trees that meet the minimum buffer component requirements and is of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet. The landscape plan for the development shall include protection measures to preserve the natural buffer area during and after site development. Nothing provided in this paragraph shall prohibit the removal of invasive species.

~~(f) Buffer criteria varying from the requirements of this Part may be authorized by the Board of County Commissioners through approval of a Master Development Plan within the Planned Development (PD) zoning District in accordance with Sec. 30.8.5 or through approval of a special exception under Sec 30.3.1.5. Variations from the provisions of this Part may reduce or increase required opacities, or specify alternative buffer concepts, as appropriate to the site under consideration. In all cases, the relevant Board shall find that approved variations ensure compatibility between adjoining land uses and are consistent with the Comprehensive Plan.~~

~~Sec. 30.14.5. Standard bufferyards and permitted adjustments.~~

~~(a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section 30.14.7.~~

~~Opacity~~	~~Standard Bufferyard Width (ft.)~~	~~Number of Plant Units Groups per 100 feet~~	~~Structure Enhancement Required~~	~~Eligible for Adjustments**~~
~~0.1~~	~~10~~	~~1.00~~	~~None~~	~~No~~
~~0.2~~	~~10~~	~~2.00~~	~~None~~	~~No~~
~~0.2 (parking buffer)~~	~~10~~	~~1.00~~	~~3' masonry wall~~	~~No~~
~~0.3~~	~~15~~	~~2.60~~	~~None~~	~~Yes~~
~~0.4~~	~~15~~	~~2.25~~	~~3' hedge~~	~~Yes~~
~~0.5~~	~~25~~	~~2.70~~	~~6' masonry wall***~~	~~Yes~~
~~0.6~~	~~25~~	~~3.50~~	~~6' masonry wall***~~	~~Yes~~

0.7	40	2.90	6' masonry wall***	Yes
0.8	50	3.20	6' masonry wall***	No
0.9*	50	3.20	6' masonry wall	No
1.0*	50	3.80	6' masonry wall	No

Notes:

*These buffers only occur where nuisance buffers are required by Section 30.14.9.

**Subject to approval by the Development Services Director.

***Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

(b) Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be assumed to maintain the required opacities under Sections 30.14.7. These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements; however, the Development Services Director may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.

Permitted bufferyard adjustments shall be as follows:

(1) Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a reduction in landscape planting requirements. This reduction shall be applied equally to all plant types specified within the formula for the applicable plant group. In certain cases, the required buffer enhancement may be reduced as a result of increased buffer width. Adjusted buffer enhancement and planting requirements are as shown below:

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.4~~	~~20~~	~~2.00~~	~~None~~
~~0.5~~	~~35~~	~~2.25~~	~~3' hedge~~
~~0.6~~	~~35~~	~~2.70~~	~~3' hedge~~
~~0.7~~	~~55~~	~~2.25~~	~~3' hedge~~

~~(2) Reduced Buffer Widths. Buffers having less than the standard widths established in paragraph (a) above shall be subject to an increased landscape planting requirement. This increase shall be applied equally to all plant types specified within the formula for the applicable plant group. An upgrade in buffer enhancement features shall also be required. Adjusted buffer enhancement and planting requirements are as shown below:~~

~~Opacity~~	~~Buffer Width (ft.)~~	~~Number of Plant Groups per 100 feet~~	~~Enhancement Required~~
~~0.3~~	~~10~~	~~3.00~~	~~3' hedge~~
~~0.4~~	~~10~~	~~2.50~~	~~3' open metal fence and 3' hedge~~
~~0.5~~	~~15~~	~~3.25~~	~~6' masonry wall*~~
~~0.6~~	~~20~~	~~4.00~~	~~6' masonry wall*~~
~~0.7~~	~~30~~	~~3.50~~	~~6' masonry wall*~~
~~*May be reduced to 3' open metal fence and 3' hedge adjacent to a street.~~			

Sec. 30.14.6.~~6.~~4. Determination of land use classifications and intensities.

(a) This Section classifies uses according to their potential impacts on surrounding properties. The impacts of higher intensity may include greater impervious surface coverage, causing increased stormwater runoff and reduced open space; increased bulk and height of buildings; increased traffic with associated noise and congestion; signs and exterior lighting visible from neighboring property; and late hours of operation. Under these regulations, a developer may either build at a lower intensity that minimizes nuisances to neighbors, or provide a ~~denser buffer~~ higher opacity if the land is developed at a greater intensity.

The range of intensity classes available to a use does not affect whether the use can locate on a site, but only how the use develops on that site. For example, an office use may meet the standards of any ~~of~~ land use intensity ~~classes~~ ratings V through IX, depending on building and site design. Performance standards are specified for each land use intensity ~~class~~ rating. Exceeding any single standard in a~~n~~ land use intensity ~~class~~ rating moves a use to the next higher intensity ~~class~~ rating.

(b) All land uses permitted by this Code are assigned a land use category for the purpose of determining buffering requirements. This classification system separates uses on the basis of the type and degree of "nuisance" or negative impact a use is likely to impose on adjacent properties. All uses within a use category are considered to have an equivalent impact on neighboring uses.

(c) A particular development or proposed development shall be assigned an intensity rating according to the table in paragraph (d) of this Section. Each land use category established in the table has one or more possible intensity ratings, depending on the specific characteristics of the site. The intensity rating for any site shall be determined by the elements that most appropriately measure intensity for a given land use category, such as, but not limited to, the impervious surface ratio (ISR), hours of operation, building height, ~~the floor area ratio (FAR),~~ and density.

~~The most extreme value for any measurement shall determine the intensity rating of the site.~~ To determine the site's land use intensity rating, the site's elements must fit within the parameters of the elements listed within the land use category. If the measurement of any listed element exceeds the amount within the land use intensity rating, the intensity rating shall increase

to the next rating (II-IX). For example, the table below shows that an office or general commercial use has possible land use intensity ratings of V, VI, VII, VIII, and IX.

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
~~Office~~ General Commercial and office										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
Height (feet)					15	25	35	50	50+	
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		

An ~~single-story~~ office development having building height of fifteen (15) feet ~~an FAR of no more than 0.20~~ would have an intensity rating of V. However, a site with the same ~~FAR~~ building height with ~~a building height greater than twenty-five (25) feet and no more than thirty-five (35) feet~~ hours of operation exceeding 7 a.m.- 9 p.m. would have an intensity rating of VII.

(d) A particular development or proposed development shall be assigned an intensity rating according to the table:

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
Rural/Agricultural (East Rural Area Only)										
Gross Density	0.33									
Residential										
Gross Density		4.00	7.0	10.0+		~~7.00~~	~~8.50~~	~~10.00~~	~~12.00~~	~~12.00+~~
~~Office~~										
~~FAR~~					~~0.20~~	~~0.25~~	~~0.50~~	~~0.75~~	~~0.75+~~	
~~Height (feet)~~					~~15~~	~~25~~	~~35~~	~~50~~	~~50+~~	
~~Height/Setback~~					~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		

General Commercial and office										
~~FAR~~					~~0.15~~	~~0.20~~	~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)					15	~~20~~25	~~25~~ 35	~~35~~ 50	50+	~~50+~~
Hours of Operation					7 a.m.- 9 p.m.		Unlimited			
~~Hours of Operation~~					~~7:00 a.m. 9:00 p.m.~~			~~Unlimited~~		
~~Height/Setback~~					~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~	~~—~~
Heavy Commercial										
~~FAR~~							~~0.25~~	~~0.35~~	~~0.50~~	~~0.50+~~
Height (feet)							25	35	50	~~50+~~
Hours of Operation							7:00 a.m. — 9:00 p.m.	Unlimited		
~~Height/Setback~~							~~1.0~~	~~2.0~~	~~> 2.0~~	~~—~~
Light Industrial										
ISR							0.5	~~0.5~~.75	0.75 +	~~0.75~~
Height (feet)							35	~~35~~ 50	50+	~~50+~~
Hours of Operation							7:00 a.m. — 9:00 p.m.	~~7:00 a.m. 9:00 p.m.~~ Unlimited		~~Unlimited~~
~~Height/Setback~~								~~0.66~~	~~1.0~~	~~1.0+~~
Heavy Industrial									all	~~all~~
Outdoor Recreation										
ISR		0.20	0.35	0.50	~~0.60~~ 0.70	~~0.70~~ 0.75	0.75+	~~0.75~~		
Height (feet)		15	20	25	~~35~~ 45	~~45~~ 50	50+	~~50+~~		

Institutional & Group Living										
~~— ISR~~				~~0.20~~	~~0.30~~	~~0.45~~	~~0.60~~	~~0.75~~		
~~— FAR~~				~~0.10~~	~~0.15~~	~~0.20~~	~~0.25~~	~~0.25+~~		
Height (feet)				~~15~~ 20	~~25~~ 35	~~35~~ 50	~~45~~ 50+	~~45+~~		
~~Height/Setback~~				~~0.5~~	~~0.66~~	~~1.0~~	~~2.0~~	~~> 2.0~~		
Public Service										
ISR					~~0.20~~ 0.35	~~0.35~~ 0.50	~~0.50~~ 0.60	~~0.60~~ 0.65	~~0.65~~ 0.70 +	~~0.75~~
~~— FAR~~					~~0.10~~	~~0.25~~	~~0.40~~	~~0.60~~	~~0.75~~	~~0.75+~~
Height (feet)					~~15~~ 25	~~25~~ 35	~~35~~ 45	~~45~~ 60	~~60~~ 60+	~~60+~~

Sec. 30.14.~~7.~~5. Required buffers.

(a) Buffers Adjacent to Developed Property. The standards in the table below address the opacity of the buffer required between proposed and existing uses. The rows show the proposed land use intensity of the subject property, while the columns contain the land use intensity of existing development on the adjoining parcel(s). Asterisks indicate that no buffer is required.

Required opacity shall be reduced by fifty (50) percent where the existing adjacent land use is a single-family home in a HIP, MXD, Industrial, Commercial, or Office future land use designation.

Required Opacity of Buffers Adjacent to Developed Sites											
		LUI Existing									
		I	II	III	IV	V	VI	VII	VIII	IX	~~X~~
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*
	II	0.2	*	0.1	0.2	0.3	0.4	0.5	0.6	0.7	~~0.8~~
	III	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	0.6	~~0.7~~
	IV	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	0.5	~~0.6~~
	V	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	0.4	~~0.5~~
	VI	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	0.3	~~0.4~~

	VII	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.1	0.2	~~0.3~~
	VIII	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	0.2	0.1	*	0.2	~~0.2~~
	IX	~~0.7~~0.8	~~0.6~~0.7	~~0.5~~0.6	~~0.4~~0.5	~~0.3~~0.4	0.3	~~0.2~~0.3	~~0.1~~0.2	*	~~*~~
	~~X~~	~~0.8~~	~~0.7~~	~~0.6~~	~~0.5~~	~~0.4~~	~~0.3~~	~~0.3~~	~~0.2~~	~~*~~	~~*~~

*No buffer required.

(b) Buffers Adjacent to Vacant Land. The standards in the table below address the opacity of the buffer required between proposed uses and vacant land. The rows show the proposed land use intensity of the subject property, while the columns contain the Future Land Use designation on adjoining parcel(s).

Vacant sites having an approved, unexpired ~~development plans~~ preliminary subdivision plan, master development plan, or site plan shall be evaluated as developed sites.

Required Opacity of Buffers Adjacent to Vacant Sites													
		LUI Existing											
		R-10, R-5, R-3, SE	LDR	MDR	HDR	COM	OFF	HIP	MXD	IND	REC	PUB	PD
LUI Proposed	I	*	*	*	*	*	*	*	*	*	*	*	n/a
	II	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	III	0.2	*	*	*	*	*	*	*	*	*	*	n/a
	IV	0.3	*	*	*	*	*	*	*	*	*	*	n/a
	V	~~0.3~~0.4	~~0.2~~ 0.3	*	*	*	*	*	*	*	*	*	n/a
	VI	~~0.4~~0.5	~~0.3~~ 0.4	*	*	*	*	*	*	*	*	*	n/a
	VII	~~0.5~~0.6	~~0.4~~ 0.5	*	*	*	*	*	*	*	*	*	n/a
	VIII	~~0.6~~0.7	~~0.5~~ 0.6	~~*~~ 0.2	~~*~~ 0.3	0.2	0.2	*	*	*	*	*	n/a
	IX	~~0.7~~0.8	~~0.6~~ 0.7	~~0.2~~ 0.3	~~0.3~~ 0.4	0.2	0.3	*	*	*	0.2	*	n/a
	~~X~~	~~0.8~~	~~0.7~~	~~0.3~~	~~0.4~~	~~0.3~~	~~0.4~~	~~*~~	~~*~~	~~*~~	~~0.3~~	~~*~~	~~n/a~~

*No buffer required.

(c) Buffers Adjacent to Streets.

(1) Chuluota Overlay Area Buffers. Nonresidential uses adjacent to County Road 419 within the Chuluota Overlay Area, shall meet the buffering requirements. Residential uses within the Overlay area shall be consistent with Paragraph (2) below.

(2) Other Street Buffers. The standards in the table below address the opacity of the buffer~~yard~~ that is required along arterial, collector, and local streets or railroads.

Required Opacity of Buffers Adjacent to Roads					
		Arterial	Collector	Perimeter Local/ Regional Trail**	Railroad
LUI Proposed	I	*	*	*	*
	II	0.1	*	*	0.6
	III	0.1	0.1	0.1	0.6
	IV	0.2	0.1	0.1	0.5
	V	0.3	0.2	0.1	0.4
	VI	0.3	0.3	0.1	0.2
	VII	0.4	0.4 ~~0.3~~	0.1	0.1
	VIII	0.5 ~~0.4~~	0.5 ~~0.4~~	0.4 ~~0.2~~	*
	IX	0.5	0.5	0.5 ~~0.4~~	*
	~~X~~	~~0.5~~	~~0.5~~	~~0.5~~	~~*~~

*No buffer required.

**Buffers adjacent to trails can have trail amenities, such as wayfinding signage, benches, dog waste stations, water fountains, and bike racks.

(3) Landscape Materials. Plant Group "C," shall be used on all street buffers where overhead power lines are present. ~~In the event that canopy trees are required adjacent to power lines under a previously existing development order, developer's commitment agreement, PD master development plan, or other provision(s) of this Code, the Development Services Director may allow the substitution of three (3) understory trees for each required one (1) canopy tree.~~ Under an existing development order, developer's commitment agreement, PD master development plan, or other provisions of this Code that require canopy trees adjacent to power

lines, the Development Services Director may permit the substitution of three (3) understory trees for each required one (1) canopy tree.

30.14.~~7.1~~5.1. Buffer Requirements for M-1A, M-1 and M-2.

(a) Landscaping. As required by Sections ~~30.14.3 30.14.5~~ 30.14.3, 30.14.6 and 30.14.9 of the Land Development Code.

(b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall remain unpaved except for normal entrance drives and shall be landscaped as required in Part 14. The remaining twenty-five (25) feet may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if not less than ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and sufficient area for the loading and unloading of vehicles is provided, consistent with generally accepted engineering practices and principles.

~~(c) Buffering shall comply with Part 14. In any case, where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.~~

Sec. 30.14.6. Standard buffers.

(a) The criteria in the table below shall achieve required opacity levels for buffers specified in Section 30.14.5.

Opacity	Standard Buffer Width (ft.)	Number of Plant Units Groups per 100 feet	Structure Enhancement Required
0.1	10	1.00	None
0.2	10	2.00	None

0.2 (parking buffer)	10	1.00	3' masonry wall
0.3	15	2.25	None
0.4	15	2.50	None
0.5	25	2.70	None
0.6	25	2.90	None
0.7	40	3.20	6' masonry wall***
0.8	50	3.50	6' masonry wall***

Notes:

***Adjacent to a street, may be reduced to three (3) foot metal decorative fence and three (3) foot hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

Sec. 30.14.7. Constrained site buffers.

Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:

The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or irregularly shaped site	The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.
Resource limited site	The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.

Based on required opacity, each constrained site buffer shall meet the applicable standard listed below:

Required Opacity	Buffer Width (ft.)	Number of Plant Groups per 100 ft.	Type of Structure Enhancement Required

0.1	5	1.00	None
0.2	5	1.50	None
Parking Buffer (0.2)	5	1.15	3 ft. masonry wall
0.3	5	1.40	None
0.4	10	2.15	None
0.5	15	2.45	6 ft. masonry wall**
0.6	15	2.60	6 ft. masonry wall**
0.7	25	3.65	6 ft. masonry wall**
0.8	30	4.35	6 ft. masonry wall*

Table notes:

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

**Where a wall or berm is required adjacent to a road, the Development Services Director may waive such requirement or determine an appropriate alternative based on site visibility, public safety, and similar concerns.

~~**Sec. 30.14.8. Parking buffers.**~~

~~A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section 30.14.7.~~

~~**Sec. 30.14.9. Nuisance buffer yards.**~~

~~Additional buffering in excess of that required in the tables above shall be required for the following:~~

~~(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.~~

~~(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a berm or evergreen hedge of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.~~

Sec. 30.14.~~10.~~8. Calculating the buffer planting.

(a) The table below provides the plant material for a sample buffer~~yard~~. To calculate a buffer~~yard~~ on a site, take the actual length of the buffer~~yard~~ and divide by one hundred (100). Then multiply the result by the number of plant groups per one hundred (100) feet required by the table in Section ~~30.14.5~~ 30.14.6. A sample calculation for opacity 0.2 is shown below.

Total Linear Feet		Hundreds of Linear Feet	Plant Units Groups Per 100'	Total Plant Groups	Standard Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	1	Canopy Tree =	(6.30) 7
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	2	Understory =	(12.60) 13
315	Divide by 100 =	3.15 ×	2.00 =	6.30 ×	17	Shrub =	(107.10) 108

Table notes:

* (calculated figure) / rounded to next whole number

(b) The width of roads, driveways, or cross-access easements that interrupt a buffer~~yard~~ shall not be counted in determining the total linear feet of the buffer~~yard~~. In some cases, it may be necessary to locate stormwater retention, utility facilities, or pedestrian/bicycle trails within a required buffer area due to the size, shape, or other characteristics of the development site. In these instances, the Development Services Director may adjust the location and design of the buffer to maintain the required opacity while meeting the unique needs of the subject property.

Sec. 30.14.9. Plant Groups.

30.14.3.1 Plant groups. Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant group is a selection of plants that are intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant groups that may be used to meet the landscaping requirements of this Part, including minimum size at the time of planting. Each plant grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Group Options	Number	Plant Type
Plant Group A (Basic)	2	Canopy
	1	Understory
	11	Shrubs
Plant Group B (Basic)	1	Canopy
	2	Understory
	17	Shrubs
Plant Group C (Height Restricted)	5	Understory
	16	Shrubs
Plant Group D (Basic)	3	Canopy
	1	Understory
	13	Shrubs
Plant Group E (Low Level Visibility)	2	Canopy
	4	Shrubs

(1) See Section 30.14.16(b)(1) and (2) for minimum size at planting.

(2) Any understory tree may be replaced by a canopy tree at the discretion of the applicant.

(3) Low level visibility describes circumstances on a side or rear buffer where, for maintenance or security reasons, plantings are located on the applicant property's side of a wall or fence.

(4) Upon a determination that the quantity of plants within a specific buffer area would result in plant density that would not be optimal for plant spacing, the Natural Resources Officer may approve an alternative location for excess plant material.

~~**Sec. 30.14.11. Constrained site buffers.**~~

~~Where a small or irregularly shaped site cannot feasibly meet the standard buffer requirements, the Development Services Director may authorize reduced buffers as follows:~~

~~The site shall meet one of the criteria listed below:~~

~~Constraint~~	~~Criteria~~
~~Small or Infill Site~~	~~The site is small enough that the installation of the standard buffers required under Section 30.14.7(a) would reduce the area available for development by 10 percent or more.~~
~~Resource Limited Site~~	~~The site has wetlands, flood-prone areas, or other natural constraints to development, and the use of standard buffers required under Section 30.14.7 would reduce the net buildable area of the site by 10 percent or more.~~
~~Tree Preservation~~	~~Compliance with Chapter 60, Arbor Regulations, reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be permitted.~~

~~Based on required opacity, each buffer shall meet the applicable standard listed below:~~

~~Required Opacity~~	~~Bufferyard Width (ft.)~~	~~Number of Plant Groups per 100 ft.~~	~~Type of Structure Enhancement Required~~
~~0.1~~	~~5~~	~~1.00~~	~~None~~
~~0.2~~	~~5~~	~~1.50~~	~~3 ft. hedge~~
~~Parking Buffer (0.2)~~	~~5~~	~~1.15~~	~~3 ft. masonry wall~~
~~0.3~~	~~5~~	~~1.40~~	~~5 ft. masonry wall**~~
~~0.4~~	~~10~~	~~2.15~~	~~6 ft. masonry wall**~~
~~0.5~~	~~15~~	~~2.45~~	~~6 ft. masonry wall**~~
~~0.6~~	~~15~~	~~2.60~~	~~6 ft. masonry wall**~~
~~0.7~~	~~25~~	~~3.65~~	~~4 ft. berm with 5 ft. hedge on top**~~
~~0.8~~	~~30~~	~~4.35~~	~~5 ft. berm**~~
~~0.9*~~	~~40~~	~~4.20~~	~~6 ft. berm**~~
~~1.0*~~	~~40~~	~~4.85~~	~~6 ft. berm**~~

~~Table notes:~~

~~*These buffers only occur where nuisance buffers are required by Section 30.14.7.~~

~~**Where a required wall or berm is adjacent to a road, the Development Services Director may waive such wall or berm or determine an appropriate alternative based on site visibility, public safety, and similar concerns.~~

Sec. 30.14.10. Parking buffers.

A parking buffer shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district

or Future Land Use designation. Such buffer shall be in addition to any buffer required under Section 30.14.5.

Sec. 30.14.11. Nuisance buffers.

Additional buffering in excess of that required in the tables above shall be required for the following:

(a) Loading and Refuse Disposal. Where loading or refuse disposal abuts a residential district or is visible from the public right-of-way, an increase in opacity by 0.2 and a minimum six-foot wall shall be required as part of the applicable district boundary or street buffer.

(b) Outdoor Storage, Equipment Operation, or Material Handling. Where outdoor storage, exterior equipment operation, or material handling abuts a residential district or is visible from a public right-of-way, an increase in opacity by 0.2 and a hedge or wall of sufficient height to ensure that stored material is not visible shall be required as part of the applicable district boundary or street buffer.

Sec. 30.14.12. Maximum feasible buffer.

In cases of redevelopment or expansion of existing uses in which adequate site area for either the standard or constrained buffer~~yard~~ is not available, the Development Services Director may require that the maximum feasible buffer be installed on any property line where a buffer is needed. The maximum feasible buffer shall consist of a selection of plants and other buffer enhancement features that provide the most effective buffering possible in a given location where the required opacity cannot be met. As part of the maximum feasible buffer determination, the Development Services Director may restrict the intensity of the development by limiting parking, employment, hours of operation, etc.

***

Sec. 30.14.15. Screening

The following provisions shall apply to mechanical equipment, refuse areas, and utilities visible from residential districts or Future Land Use designations, or public rights-of-way:

(a) Screening of Refuse Facilities. All solid waste containers, except approved recycling containers, shall be enclosed on at least three (3) sides with a six (6) foot screen. The screen shall consist of a brick or masonry wall, or other durable, low-maintenance material consistent with the finish of the primary building, as approved by the Development Services Director. Masonry walls shall have a finished surface on the exterior side. Refuse container enclosures shall have gates with spring-loaded hinges or the equivalent, and fasteners to keep them closed at all times except during refuse pick-up. The Development Services Director may require that a hedge or similar landscaping material surround the enclosure walls. The container and enclosure shall be oriented so that the opening faces away from public streets and adjoining properties. A concrete or asphalt pad of appropriate size and construction shall be provided as a base for the container. The container pad shall be at the approximate level of the service vehicle approach area so that the truck's loading mechanism can align with the container's sleeves. The screened enclosure shall not be located in any street right-of-way or required landscape buffer. Containers and enclosures shall be located to allow ease of access for collection trucks and direct access to drive areas. Straight-in or circular drives are encouraged to reduce truck maneuvering problems. No parking or other obstructions shall be permitted in front of such containers and enclosures. Hours of operation for emptying such containers may be specified during the site plan review process based on compatibility with adjacent properties to limit noise.

(b) Mechanical Equipment.

(1) All roof, ground and wall mounted mechanical equipment (e.g., air conditioning condensers, heating units, electrical meters, irrigation pumps, ice machines and dispensers, outdoor vending machines, propane tanks, displays, and refilling areas) shall be screened from view from a residential district or public rights-of-way at ground level on the property line.

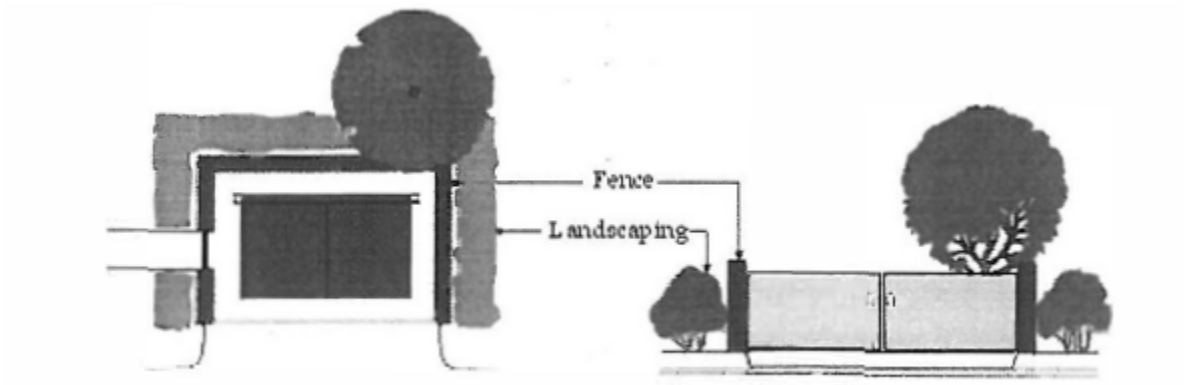
(2) Roof-mounted mechanical equipment shall be shielded from view on all sides. Screening shall consist of materials consistent with the primary building materials, and may include decorative metal screening or louvers that are galvanized or painted to blend with the principal structure.

(3) Wall or ground-mounted equipment screening shall be constructed of:

Planting screens;

Brick, stone, reinforced concrete, or other similar masonry materials; or

Redwood, cedar, preservative pressure treated wood, or other similar materials.



(c) Utilities. Above-ground utilities and appurtenances to underground utilities which require above-ground installation shall be screened by a continuous planting of shrubs, with a minimum mature height equal to that of the structure, up to eight (8) feet. Required access points to these utilities are exempt from the screening provisions.

~~(b)~~ (d) Refer to Part 9 for Pool Screen Enclosure standards.

* * *

Sec. 30.14.19. Fences.

(a) A building permit is required for any fence or wall to be erected, replaced, or needs major repair, except as otherwise stated. A major repair shall be considered a segment of fence or wall on more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however, the Planning Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permits, to provide a site built survey to verify compliance with the approved plans.

A building permit is not required for fences on properties with a detached single-family or duplex unit that meet all of the following conditions:

(1) Does not impede the function or maintenance of any designated easement;

(2) Is not adjacent to wetlands, water bodies, or their required buffers;

(3) Uses commonly commercially available fencing materials, such as wood, vinyl, PVC, or aluminum; and

(4) Does not exceed six (6) feet in height, but may include an additional six (6) inches for embellishments.

(b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front yard and side street setbacks and six (6) feet, but may include an additional six (6) inches for embellishments ~~six (6) inches~~ within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way.

(c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per ~~(c)(4)~~ (f)(3) of this Section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 14.

(d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail, open picket, or decorative metal such as wrought iron; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser. In the case of double frontage lots, a fence may be placed on the rear property line facing the secondary right-of-way. In addition, properties zoned A-1 but located in a platted residential subdivision within the urban service area may opt to comply with the residential fences regulations contained in 30.14.19(b).

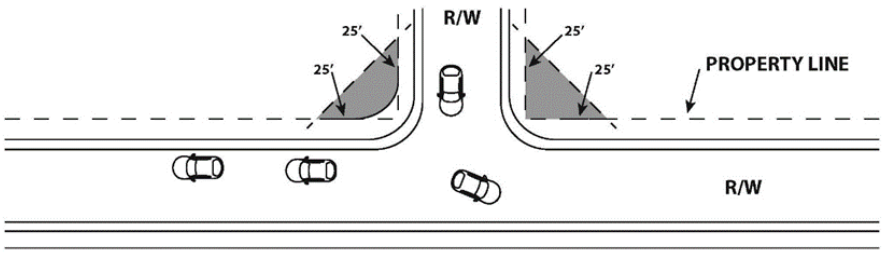
(e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this Section.

(f) Setback distance requirements will be as follows:

(1) No side street setback will be required from any side property line adjoining railroad right-of-way or a limited access highway.

(2) For corner lots in residentially zoned properties, including residential Planned Developments unless otherwise stated in the development order, the secondary front yard or side street setback may be reduced to five (5) feet provided the visual clearance (sight line triangle) requirements of (c)(4) of this Section can be met and with approval by the Seminole County Traffic Engineering Division. Building permit applications requesting the reduction of the side street setback must include a certified survey indicating the adjacent rights-of-way.

(3) Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance requirements at the intersection on corner lots. The visual clearance triangle must be fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25) feet for commercially or industrially zoned property at a street intersection unless otherwise approved by the County Engineer. The visual clearance triangle is measured from the property corner adjoining the intersection of rights-of-way the distance described above with a line joining points on those lines.



(4) Any fence, wall, hedge, planting (except plants defined as shoreline vegetation in FAC 62-340-.450), or other obstruction adjacent to a natural water body is limited to

a maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be located a minimum distance of thirty (30) feet from the normal high water elevation of a natural water body. Building permit applications for fences or walls adjacent to a natural water body must include a certified survey no less than five (5) years old indicating the Normal High Water Elevation.

(g) In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear plastic and metal or aluminum picket fences) that are not opaque but function similarly to a chain link fence in that they do not obstruct the view with a maximum height of six (6) feet with an additional six (6) inches for embellishments ~~six (6) inches~~ may be permitted on a vacant parcel, except as provided in (b) of this Section, with an approved building permit.

(h) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners.

(i) No barbed-wire fence shall be erected in any residential district except for security of public utilities. Barbed wire may be used on security fences erected in any commercial or industrial district or for security of public utilities, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground.

(j) No fence or wall shall be erected or project beyond the property line or be located within required visual clearance areas.

(k) A fence shall be uniform in construction, design, material, color and pattern, and the fence material shall be a standard material conventionally used by the fence industry. Nontraditional materials, including, but not limited to, tires, mufflers, and hubcaps, are prohibited. Open split-rail fences shall be permitted.

(l) All fences shall be maintained in their original upright condition.

(m) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.

(n) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality, subject to permitting requirements in (a) of this Section.

(o) Gates and posts are limited to the same maximum heights and required setbacks for fences and walls provided in (b), (c), (d), and (e) of this Section, including architectural embellishments. Gates shall not swing into adjacent properties or encroach into the right-of-way.

(p) Where grade elevations along adjoining properties differ, fence/wall height shall be measured from the finished ground floor elevation of the property having the higher ground floor elevation.

(q) Any fence greater in height than provided in this Section or within the required yard setbacks shall not be erected without approval of the Board of Adjustment after a public hearing. Reductions to the side street setback as provided in (f)(2) will not require Board of Adjustment approval unless otherwise determined by the Planning Manager.

(r) The face of any fence or wall visible to the public should be erected with the finished side facing out.

(s) Subdivision perimeter fencing: Walls surrounding the perimeter of subdivisions are discouraged. However, when the back of homes within a subdivision are adjacent to a right-of-way, solid walls shall be allowed to discourage a mix of private fences and to provide a consistent edge. If a development voluntarily provides a wall due to the above condition, the enclosure shall be constructed of cement or masonry materials, rather than vinyl or wood and any required landscaping shall be on the side of the wall facing the right-of-way. The subdivision wall must be

maintained by a property/homeowners association and included as a common element of the association.

Pedestrian access: Walls located along a right-of-way are required to have openings or pedestrian gates every 500 feet or less, or every five (5) lots, whichever is less, and must be paired with a pathway to ensure pedestrian connectivity. Alternative distances between pedestrian gates or openings may be approved by the Development Services Director based on site layout and characteristics.

(t) Subdivision walls on private lots. For corner lots where a subdivision wall exists adjacent to the side street property line (secondary front yard), a fence of equal height shall be permitted at the property line without a variance. However, if the fence projects in front of the front yard building line (into the front yard setback) the height is limited to 4 feet. See figure 14.19 below.

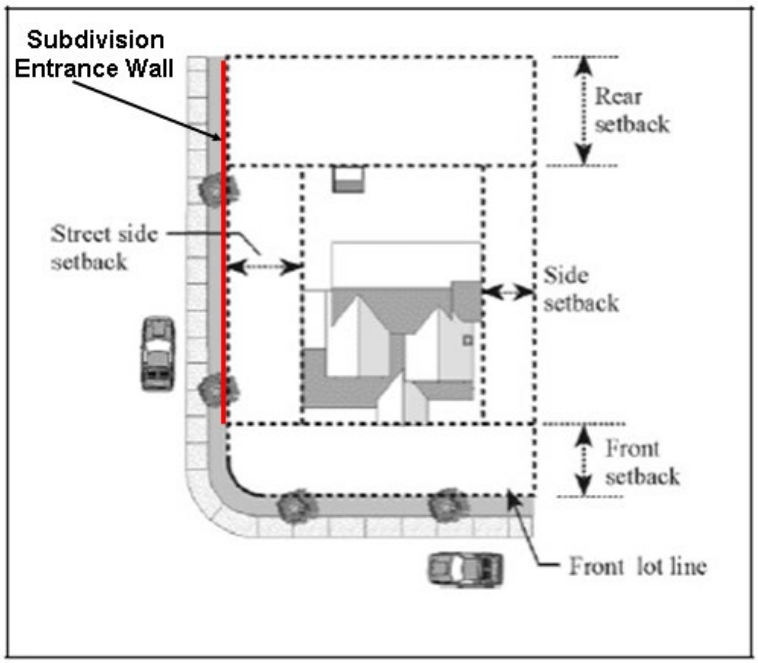


Figure 14.19

If the property owner elects to erect a fence perpendicular to the existing subdivision wall, the fence shall not be erected beyond the property line.

* * *

Section 8. Chapter 35 (Subdivision Regulations) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 35 – SUBDIVISION REGULATIONS

* * *

PART 2. PROCEDURES FOR SECURING APPROVAL OF PLATS

* * *

Sec. 35.14. Review of final plat.

(a) *Purpose.* The purpose of the final plat is to ~~insure~~ ensure the preparation, completion, and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings.

(b) ~~*Initiation point*~~ *Submittals.* All submittals must be presented to the ~~current planning office.~~ Planning and Development Division. Submittals shall be as required by Section 35.44, and as required as a condition of preliminary plan approval.

As required by Florida Statutes, as may be amended, within seven (7) business days after receipt of a plat or replat submittal, the Development Services Director or designee shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal.

~~(c) *Submittals.* All submittals shall be as required by section 35.44, Required submittals for final plat, and any submittals required as a condition of preliminary plan approval.~~

~~(d)~~ (c) *Fees.* Fees for final plat review, as adopted from time to time by the board, must be paid to Seminole County, Florida, at the time the submittal is made to the ~~current planning office~~ Planning and Development Division.

~~(e)~~ (d) *Review process.* All final plats shall be subjected to a standard review process as outlined below:

(1) ~~All submittals are received by the current planning office, compiled and distributed to the appropriate members of the development review committee.~~ Upon determination by the Development Services Director or designee that the submittal is sufficient to process for review; the submittal shall be distributed to the appropriate members of the development review committee for review.

(2) ~~The submittals shall be reviewed by the development review committee with the applicant or his representative present.~~ If the Development Services Director or designee determines that the plat or replat does not meet all requirements to be approved, the applicant will be notified in writing. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The applicant may resubmit a revised plat or replat submittal based on the identified areas of noncompliance.

~~(3) If the plat does not meet all requirements, the developer shall have the option to either appear before the planning and zoning commission or submit, within sixty (60) days, a revised final plat, without fee, for review by the development review committee. Any revisions after the first one will require an additional final plat fee and will be subject to the same sixty-day deadline. Deadlines may be extended by the development review committee upon receipt of written request prior to the expiration date.~~

~~(4)~~ (3) If the plat complies with all requirements, the Development Services Director or designee will administratively approve the plat or replat. Prior to the plat or replat being offered for recording, evidence of approval must be placed on the plat. ~~it shall be presented to the~~

~~Board of County Commissioners within thirty (30) days of determination of compliance. The vice chairman shall have the authority to sign final plats in the absence of the chairman.~~

~~(5) The current planning office shall notify the applicant in writing of the decision of the Board of County Commissioners.~~

(f) Final engineering plans shall be valid for a maximum period of one (1) year following approval, unless: (1) the final plat has been recorded; or (2) a construction permit, in compliance with Chapter 80 of this Code, has been obtained; or (3) the Development Review Manager determines, prior to recording of the plat, that the plans are in compliance with all applicable code requirements and the requirements of state and federal laws. If any matter is not in strict compliance with law, the Development Review Manager shall direct that the engineering plans be resubmitted for all appropriate reviews under this Code.

* * *

Sec. 35.16. Home construction prior to plat recording.

(a) Model Homes. Notwithstanding any provision of this part to the contrary, building permits for homes may be issued for the construction of model homes within a subdivision prior to plat recording if an estoppel letter, in a form acceptable to the County Attorney, is submitted and the Development Services Director or designee determines that the model homes are to be located at appropriate locations with appropriate and adequate safeguards to the public health, safety and welfare. The estoppel letter shall be in recordable form and contain a covenant that no conveyance of the lots or parcels upon which the model homes are located shall occur until after the plat for the subdivision is approved and recorded.

(b) Expedited Residential Subdivision Building Permits.

(1) Purpose. The purpose of this section is to establish a process, pursuant to Section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat recording if certain requirements are met, as set forth herein.

(2) Submittal Requirements. Submittals for the expedited residential subdivision building permit process are required to include the following:

~~(A)~~ a. An Expedited Residential Subdivision Building Permit Application. The application must include identification of the percentage of planned homes or the number of building permits, not to exceed the thresholds set forth in Section ~~177.031~~ 177.073, Florida Statutes, to be issued prior to recording of the final plat for the residential subdivision.

~~(B)~~ b. Application Fee. As per adopted Fee Schedule.

~~(C)~~ c. Ownership Disclosure Form and supporting documents.

~~(D)~~ d. Owner Authorization Form. Required if the applicant is not the property owner.

~~(E)~~ e. Plot Plan. For the purposes of this section, "plot plan" means a scaled plan showing the existing and proposed improvements within the boundary of a lot, including, but not limited to, structures, infrastructure, utilities, and boundary lines of the lot in relation to each other. A separate plot plan is required for each individual lot requesting an expedited building permit.

~~(F)~~ f. An emergency access and water supply plan. The plan is required to show adequate fire department access to the subdivision and sufficient water supply to those lots seeking expedited building permits and must be approved by the Fire Marshall. The emergency

access and supply plan must be complied with throughout construction in accordance with NFPA 1.

~~(4)~~ (3) ~~Bonds~~ Sureties. The applicant is required to submit a valid performance ~~bond~~ surety to guarantee the installation of necessary improvements, as per Section ~~177.031(9)~~ 177.073, Florida Statutes, in the amount of one hundred thirty (130) percent of the construction costs. Cost for construction shall be: (1) estimated by the applicant's engineer, or (2) a copy of the contract between the applicant/developer and the contractor. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the Utilities Department, if applicable or their designees. This ~~bonding~~ surety requirement may ~~also~~ be met by bond, escrow deposit, ~~cashier's check~~ letter of credit, ~~certified check,~~ or an alternative document as approved by the Board of County Commissioners~~, which may include an irrevocable letter of credit or developer agreement~~.

~~(5)~~ ~~(4)~~ Addressing. Those lots requesting Expedited Residential Subdivision Building Permits must be pre-addressed after the approval of the Preliminary Plan by the Planning and Zoning Commission and prior to submission of an Expedited Residential Subdivision Building Permit Application. This can be accomplished by making a request to the Addressing Supervisor, or designee, with the approved Preliminary Plan at least ten (10) working days prior to the submission of an Expedited Residential Subdivision Building Permit Application. Plans required by Addressing must include the approved street names, adjacent road names, entrance locations, lot numbers, all possible lot division lines, and north arrow. Assigned addresses are subject to change until the plat has been recorded. The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

~~(6)~~ (5) Criteria for approval. The following criteria are required to be met for approval and issuance of expedited residential subdivision building permits:

~~(A)~~ a. The Preliminary Plan (also referred to as and used interchangeably with "Preliminary Subdivision Plan" and "Preliminary site plan" as per the Land Development Code and "Preliminary Plat" as per Section 177.073, Florida Statutes), Site Plan, and Final Engineering Plan must be approved and in compliance with this Land Development Code, the Florida Building Code, the Fire Code and ~~Section 177.031~~ Chapter 177, Florida Statutes.

~~(B)~~ b. Proof that the applicant provided the Preliminary Plan, the Site Plan and the Final Engineering Plan to the applicable electric, gas, water, and wastewater utilities servicing the property; and

~~(C)~~ c. All proposed structures seeking an expedited building permit must meet the requirements for an approved master building permit or the most recently adopted Florida Building Code requirements.

~~(D)~~ d. The emergency access and water supply plan must be approved by the Fire Marshall in accordance with NFPA 1.

~~(E)~~ e. Adequate addressing and installation of street signs in accordance with the requirements outlined in this Chapter and Chapter 40 of the Code of Ordinances must be completed.

~~(F)~~ f. Proof that the applicant holds a valid performance bond, approved by the County, for 130 percent of the uncompleted necessary improvements, as defined above; and

~~(G)~~ g. Execution of an indemnification and hold harmless agreement in favor of the County, pursuant to Section ~~177.031(10)~~ 177.073, Florida Statutes.

~~(7)~~ (6) Restrictions. Applicants may not:

~~(A)~~ a. Transfer ownership of lots until the final plat is approved and recorded in the Public Records of Seminole County, Florida.

~~(B)~~ b. Obtain a temporary or final certificate of occupancy until the final plat has been recorded.

~~(C)~~ c. Occupy or allow occupation of any structure prior to issuance of a certificate of occupancy

PART 4. REQUIRED SUBMITTALS APPROVAL OF PLATS

* * *

Sec. 35.42. Required submittals for development plan.

The development plan shall be drawn at a reasonable scale (one (1) inch to one hundred (100) feet), ~~submitted in nine (9) copies,~~ and shall show the following:

(a) Legend. Title, legal description, scale, north arrow, approximate acreage to be subdivided, current zoning, total number of lots, minimum lot size, name, address, and telephone number of the subdivider or his representative(s).

(b) Vicinity map. Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one (1) inch equals two thousand (2,000) feet.

(c) Existing streets. The name, location, and right-of-way width of all existing streets which abut the proposed subdivision, and existing easements on the property and location of all existing driveways and median openings in the vicinity.

(d) Proposed streets. The width of proposed street rights-of-way.

(e) Lots. Preliminary lot layout with approximate dimensions shown.

(f) Soils.

(1) Soil classification map drawn on the face of the plan for comparison with proposed development activities. Indicate soil classifications on the plat as identified by the United States Department of Agriculture Soil Conservation Service in the "Seminole County Soil Survey" and "Soil Survey Supplement." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the identified soils are not classified correctly. If said determination is concurred in by the Development Review Manager, the soils shall be correctly identified for the purpose of this chapter.

(2) Soil analysis by a qualified soil engineer shall be furnished, upon request of the Development Review Manager, for submittal with preliminary plat.

(g) Topography. As delineated by the United States Geological Survey Maps will be adequate.

(h) Other natural features. Including lakes, wetlands, water courses, and other pertinent features. Tree cover will be compared with road locations, but no submittals will be necessary at this stage. Seminole County wetlands maps or aerial photography interpretation may be utilized for wetlands delineation.

(i) Limits of floodplain. Indicate flood elevation, drawn on the face of the plan, for 100-year flood as established by the United States Geological Survey Map series entitled, "Map of Flood Prone Areas," or the "Flood Insurance Rate Map (FIRM)." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the property does not fall within the designated flood delineation. If said expert determines that the property in question is not within a flood-prone area, and said determination is concurred in by the Seminole County Engineer or his designee, said property shall be designated as nonflood-prone for the purpose of this chapter.

(j) Utilities. Proposed source of water and sewer

Sec. 35.43. Required submittals for preliminary plan.

Required submittals for the preliminary plan shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated.

(a) Plan requirements. A preliminary plan, drawn at a reasonable scale (one (1) inch to one hundred (100) feet) by a registered surveyor and engineer ~~and submitted in nine (9) copies,~~ showing graphically or by notes:

(1) Title block. The title or name of the proposed subdivision, the name and address of the owner of the tract proposed for development, and the name and address of the engineer and surveyor engaged to prepare and design the preliminary plat.

(2) Legend. Date, scale or plat, north arrow, current zoning, total number of lots, and minimum lot size.

(3) Legal description. A full and detailed legal description of the tract to be platted and its approximate acreage.

(4) Vicinity map. Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one (1) inch equals two thousand (2,000) feet.

(5) Streets. The location, name, and right-of-way and pavement width, both on and immediately contiguous to, the subdivision tract shall be shown.

(6) Public open space and easements. Existing park lands, lakes, waterways and wetlands within the tract to be subdivided shall be shown. Existing public easements shall be shown on the plat. The purpose for such easement shall be indicated.

(7) Dedications and reservations. All parcels of land proposed to be dedicated or reserved for public use, such as roads, easements, parks, sidewalks, bikes, or pedestrian trails, wetlands and conservation areas shall be indicated on the plat. Proposed rights-of-way and street names shall be indicated.

(8) Lot lines and lot numbers. The proposed lot line, with appropriate dimensions and lot numbers, shall be shown. Lots shall be numbered in consecutive order starting with the numeral one (1) for the first lot in each block, or other manner as approved by the County.

(9) Topography. Contour intervals of one (1) foot, except where determined to be unreasonable by the County Engineer.

(10) Soils. Soil classification map drawn on the face of the plan for comparison with proposed development activities. Indicate soil classifications on the plat as identified by the United States Department of Agriculture Soil Conservation Service in the "Seminole County Soil Survey" and "Soil Survey Supplement." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the identified soils are not classified correctly. If said determination is concurred in by the Development Review Manager, the soils shall be correctly identified for the purpose of this Code. (Not required if soil classification map was submitted with development plan.)

(11) Proposed building setback lines. Required only if different than those specified by the Zoning Regulations of Seminole County.

(12) Other natural features. Including lakes, wetlands, water courses, and other pertinent features. Tree cover will be compared with road locations, but no submittals will be necessary at this stage. Wetland areas shall be delineated by survey certified by a registered

professional land surveyor following field verification by the natural resources officer, his designee or their successors.

(13) Homeowners association. All developments whose submitted plan indicates the existence of one (1) or more areas to be held in common by the property owners shall have established and maintained a homeowners association membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to County. Upon request of the developer and a showing of undue hardship, the ~~Board of County Commissioners~~ Development Services Director~~, at its sole discretion,~~ may waive the requirement of this provision.

(b) Engineering drawings. Preliminary engineering drawings shall be submitted in two (2) copies to the current planning office and show the following:

(1) Water system.

(2) Sewage system.

(3) Stormwater and drainage facilities.

(4) Bulkheads.

(5) Streets.

(6) Sidewalks, bicycle paths, and pedestrian paths.

(7) Excavation and fill.

The County may require additional information as needed. such as, proposed disposition and water quality of storm drainage.

(c) Other submittals.

(1) Arbor information. The location of all trees, as defined by the Arbor Ordinance, in rights-of-way and easements shall be submitted to the Arbor section, Current

Planning Office. This submittal may be an aerial photograph. Application for arbor permit will be made at this stage. The Arbor Inspector will also review excavation and fill plans to determine possible tree replacement requirements.

(2) Covenants. A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

(3) Dredge and fill. If any dredging or filling operation is intended in development of the area, application shall be made to the Planning Manager Development Services Director for dredge and fill permitting. No such work will be done prior to issuance of such permit.

(4) Erosion control. Provisions for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading, site preparation, and construction.

(5) Additional data. Such other additional information shall be submitted as deemed necessary by the County ~~Engineering Division, the utilities division, Development Review Division and the current planning office to insure~~ to ensure conformity with the requirements of this section and other sections of this Code and other applicable laws, ordinances, and regulations.

(6) Pedestrian, bicycle and vehicular linkage information. This information shall be provided in graphic and textual form and will describe the following:

~~(A)~~ a. Vicinity map which depicts:

~~(i)~~ 1. All existing, approved or planned residential subdivisions and non-residential sites which abut or are within one-quarter (¼) mile of the proposed development.

~~(ii)~~ 2. The location of all existing and planned common use and public use facilities; elementary, middle and high schools; community and neighborhood parks;

commercial and/or employment centers; and transit facilities within a two (2) mile radius of the boundary of the proposed development. Planned public uses shall be as defined in the Capital Improvements Element of the Seminole County Comprehensive Plan and/or a facility plan as adopted by a public service provider or the school board. For the purpose of submitting this vicinity map, readily available commercial or County maps may be used.

~~(B)~~ b. A statement by the applicant showing how non-automotive forms of transportation are promoted in order to reduce dependency on the automobile to include the following:

~~(i)~~ 1. A statement indicating how existing and planned bicycle paths, sidewalks and pedestrian access easements (jogging paths and trails) would provide access from the proposed development to all facilities referenced in the vicinity map. This statement shall include information to indicate where there are barriers to the implementation of potential linkages exist such as walls, berms and other features.

~~(ii)~~ 2. A statement indicating how pedestrian and bicycle access to all the facilities depicted on the vicinity map will be provided both within and immediately external to the subdivision.

~~(C)~~ c. A statement indicating how vehicular access to proximate neighborhoods and public facilities, services, commercial and employment centers would be accomplished; and how the use of local residential streets by substantial through traffic will be discouraged or restricted.

~~(D)~~ d. A one (1) page graphic plan or map to scale showing the following:

~~(i)~~ 1. The location of all existing or proposed residential and collector streets which abut the proposed development.

~~(ii)~~ 2. Proposed vehicular connections to all the facilities identified in (D)(i), above.

~~(iii)~~ 3. Street layout and design indicating how local and residential streets will be designed to discourage through traffic.

~~(iv)~~ 4. Location of pedestrian, bicycle and vehicular access to abutting residential subdivisions.

~~(E)~~ e. Any portion of these required submittals may be waived by the Planning and Development Division upon finding that one (1) or more of the following conditions exist; provided, however, that a waiver of submittal requirements will not act to waive the review of impacts of the proposed subdivision on pedestrian, bicycle and vehicular linkages and such linkage requirements shall be evaluated:

~~(i)~~ 1. The perimeter of the proposed subdivision is less than three thousand three hundred (3,300) feet in length, and is not part of a larger phased development; or

~~(ii)~~ 2. A final development order has been issued by the County that is applicable to the property and which addresses pedestrian, bicycle and vehicular linkages; or

~~(iii)~~ 3. The proposed subdivision is within an existing urbanized area and pedestrian, bicycle and vehicular linkages with other subdivision, public facilities and commercial/employment centers are already provided or planned; or

~~(iv)~~ 4. The proposed subdivision is within a designated rural area with a maximum density less than one (1) unit per acre; or

~~(v)~~ 5. The proposed subdivision is part of a larger PD in which pedestrian, bicycle and vehicular plans were approved as part of the preliminary or final development plan.

~~(7) Transportation management plan. The provisions of section 30.445(o) relating to the requirements of a Transportation management plan shall be applicable.~~

Sec. 35.44. Required submittals for final plat.

The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments.

(a) *General.* The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets twenty-four (24) inches by thirty-six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be scaled to the nearest one-hundredth of a foot and angles to the nearest second of a degree.

(b) *Plat Requirements.* The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations~~. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans must be provided~~, showing the following information:

(1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida."

(2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie.

(3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets.

(4) The location of all permanent reference markers (PRMs) in conformance with state statutes.

(5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow.

(6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers.

(7) The right-of-way lines, widths, and names of all streets and roads.

(8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines.

(9) Lot lines and lot and block numbers.

(10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County.

(11) Location and width of canals and waterways.

(12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference. Dedications must be recited within the Dedication statement.

(13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions.

(14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of County ~~Planning and Zoning Commission~~ approval; ~~of Board of County Commissioners' approval;~~ and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Section 692.01, Florida Statutes, (for corporations), or Chapter 689, Florida Statutes (for individuals).

(15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument.

(16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.""~~.~~

(17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information."

(c) *Engineering Drawings.* ~~Seven (7) copies each of f~~Final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Planning and Development Division ~~at the same time as~~ prior to the Final Plat submittal:

(1) Water system. Size, material, and location of water mains, plus valves and hydrants.

(2) Sewer system. Size, material, and location of lines, with submittal of profile where required.

(3) Storm water drainage facilities.

(4) Bulkheads.

(5) Streets.

(6) Sidewalks, bicycle paths, and pedestrian paths.

(7) Excavation and fill.

(8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager.

(d) *Preliminary Subdivision Plan.* A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan.

(e) *As-Built Plot Plans.* Submittal of an As-Built Plot Plan, herein defined as a post-construction survey signed and sealed by a Registered Land Surveyor in the State of Florida identifying all property lines and the locations of all utilities, easements, and construction improvements, shall be required for each lot within a residential subdivision that was developed utilizing the Expedited Residential Subdivision Building Permit process.

(f) *Additional Required Legal Submittals.* The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, the Environmental Services Department Director, Development Services Director and/or County Attorney as appropriate.

(1) ~~*Bonds*~~ *Sureties*.

~~(A)~~a. The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance ~~bond or bonds~~ surety or sureties in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1)

estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance ~~bond~~ surety must be approved as adequate by the County Engineer, the ~~Environmental Services~~ Utilities Department Director. In lieu of performance ~~bonding~~ surety, improvements may be installed following Final Plat approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Engineering Manager or his or her designee. In cases where improvements are installed prior to recording, a maintenance ~~bond~~ surety must be submitted to the County Engineer, the ~~Environmental Services~~ Utilities Department Director. The Plat cannot be recorded until the maintenance ~~bond~~ surety is approved by the County Engineer, the ~~Environmental Services~~ Utilities Department Director, and/or their designee. Said maintenance ~~bond~~ surety shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required.

~~(B)~~b. ~~Bonding~~ Surety requirements may ~~also~~ be met by the following, but not limited to:

~~(i)~~ 1. Escrow Deposit

~~(ii)~~ 2. Cashier's Check

~~(iii)~~ 3. Certified Check

~~(iv)~~ 4. Others, as approved by the ~~Board of County Commissioners~~ County Attorney's Office and the authorized County Department or Board, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement.

~~(v)~~ 5. All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County.

(2) *Covenants.* Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

(3) *Title Opinion.* A certificate of ownership title opinion, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer Surveyor, and showing including:

~~(A)~~ a. Verification that the parties ~~Parties~~ executing plat are owners of the land to be platted. ~~embraced by the plat.~~

~~(B)~~ b. All mortgages, liens, easements, judgments or other encumbrances affecting the property to be platted.

~~(C)~~ c. ~~Payment of Taxes. Prior to authorizing the recording of any plat the Planning and Development Division shall be provided p~~Proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being to be platted have been paid.

~~(D)~~ d. Description of plat is correct A legal description that includes the property to be platted.

~~(E)~~ e. Confirmation that ~~N~~no conflicting rights-of-way, easements, or plats exist.

f. Confirmation that no title defects exist or a report of those found.

g. Copies of all documents referenced in the title opinion.

h. Title opinions cannot be based on a third-party property information report.

~~(4) *Public Disclosure.* In accordance with Section 286.23, Florida Statutes, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by Section 286.23, Florida Statutes, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.~~

~~(5)~~ (4) *Documents, Deeds, Certificates and ~~Bond~~ Surety Forms.* All documents, deeds, certificates and ~~bond~~ surety forms required pursuant to this Section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes.

(g) *Other Required Submittals.*

(1) Arbor Information. The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Planning and Development Division if different information than shown on the Preliminary Plat. The Natural Resources Officer shall recommend any necessary tree replacement at this stage.

~~(2) Addresses. Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.~~

~~(3)~~ (2) Letters will be submitted by all appropriate utility companies stating that all easements are adequate.

~~(4)~~ (3) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits.

~~(5)~~ (4) Copy of any required St. Johns River Water Management District Permit.

* * *

PART 6. DESIGN STANDARDS

* * *

Sec. 35.61. General.

All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the ~~Board~~ Development Services Director finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code.

(a) *Conformance with County policy.* The subdividing and development of any areas subject to this ordinance must conform to the adopted general goals and objectives of the Board with respect to the physical development of the County as set forth in various elements of the Comprehensive Plan of Seminole County and other requirements including:

(1) The most current Orlando Urban Area Transportation Study and adopted Seminole County Transportation Plan;

(2) County policies on water supply, waste disposal, and other essential utilities; and

(3) The Land Development Code, as amended.

(b) *Use of natural features.* The arrangement of lots and blocks and the street system must make the most advantageous use of topography and preserve mature trees, wetlands and other natural features wherever possible. No subdivision may be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit will be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Special consideration will be given for waterfront features and shoreline protection as specified in Chapter 71 of this Code. Any person aggrieved by the decision of the Planning Manager may request a waiver from this requirement from the Board of County Commissioners.

(c) *Consideration of soil and flood hazards.* A subdivision plan will not be approved unless all land intended for use as building sites can be used safely for building purposes without danger from flood or other inundation or from adverse soil or foundation conditions or from any other menace to health, safety, or public welfare. In particular, lands which are within the 100-year flood-prone areas, may not be subdivided and developed until proper provisions are made for protective flood-control measures and water-management facilities necessary for flood-free development and flood-free vehicular access to such sites. Each platted lot must have a buildable area equal to the minimum lot size requirement of the applicable zoning district and located above the 100-year floodplain elevation or wetlands line, whichever is higher. Any portion of the platted lot which lies below the 100-year floodplain elevation or wetlands line must be dedicated to the public as a drainage easement, a conservation easement, or both. No filling or grade level change will be permitted which will adversely affect any surrounding area. Requirements for development within the 100-year floodplain are contained in the flood prone article of the Seminole County

Zoning Regulations and the Seminole County Comprehensive Plan. The latest edition of the Seminole County Soil Survey is to be used as a guideline in identifying soil properties and interpretations for various uses in terms of soil limitations and soil features adversely affecting a particular use. In addition, the soil supplement is to be used in interpreting the basic properties of the soils in terms of their potential for a particular use. The following standards must be followed in areas of low and very low potential soils:

(1) Lands where soils have very low potential and low potential for proposed uses, as identified in the Seminole County Soil Survey and its Soil Supplement, may not be developed unless:

~~(A)~~a. Health and safety hazards are not created.

~~(B)~~b. County maintenance of public facilities is not involved where the soil performance is low or unreliable without approved modifications.

(2) Unincorporated urban development is prohibited on soils with very low potential without approved modification.

(3) A public facility may not be constructed where the soil performance for the public facility is of low or very low potential, except in cases of overriding public interest.

(4) It is the policy of the County not to accept a dedication for public ownership or maintenance of utilities or roads constructed in areas where soil performance for the utilities or roads is of a low or very low potential without approved modifications.

(d) *Finished floor elevation.* No platted lot may be approved unless it contains a suitable building site of sufficient elevation to permit construction utilizing a first-floor elevation based upon the following:

(1) The elevation of the site must be at least one (1) foot above the 100-year flood-prone elevation, as determined by the County Engineer based upon the best available data. Where the floodway of any stream or river is defined, lots may be platted for residential use only if all parts of the platted lots located within the floodway are expressly limited to open space uses. Reduction of on-site drainage storage capacity is prohibited. Finished floor elevations will be established by utilizing Seminole County Vertical Control Datum.

(2) Provided that building lots are a reasonable level or slope toward a street, road, or right-of-way, the minimum finished floor elevation of any structure must be greater than or equal to sixteen (16) inches above the lowest crown of that portion of the adjacent street, road, or right-of-way upon which the structure fronts. On lots which slope away from a street or road with continuous slope toward a lake, stream, or water collection area and, where positive drainage exists, the finished floor elevation of any structure must be greater than or equal to one (1) foot above finished site grade measured at the highest contour that abuts the building. Where necessary, swales must be constructed to divert run-off water around any structure to not adversely impact adjacent property owners.

(3) Driveways or other areas of access to a building or structure must be sloped to prevent the runoff of surface water into any building or structure.

(e) Prior to the issuance of a Certificate of Occupancy, trees must be planted on new residential lots, as shown on the approved building permit, subject to the following requirements:

(1) Tree quantity:

Lot Size (in square feet)	Minimum Number of Canopy Trees
<=6,000	2
6,001—10,000	3
10,001—14,000	4
14,001—20,000	6
20,001—43,560 (1 acre)	9

(2) For lots greater than one (1) acre, nine (9) trees must be provided for each acre, prorated for fractional acres.

(3) For lots of ten thousand (10,000) square or less, at least one of the required canopy trees must be in the front yard. For lots equal to or greater than ten thousand one (10,001) sq. ft., at least two (2) of the required canopy trees must be in the front yard.

(4) The canopy tree requirements may be met with trees planted in a tree lawn within the right of way that is contiguous with the lot line.

(f) *Special considerations.* Special consideration must be given in the layout of streets, lots, blocks, buildings, and easements to the preservation of large and specimen individual trees. Special consideration must also be given to preserving natural drainage methods and natural topography and landscape. Special consideration must be given to providing special screening, buffers, or berms where developments abut noncompatible land uses

* * *

Sec. 35.72. Rural subdivision standards.

On those properties assigned the A-3, A-5 or A-10 zoning classifications, the following subdivision standards apply. These standards are in addition to the other standards of Chapter 35, Part 6 of this Code except where the rural subdivision standards expressly replace the standards above.

(a) *Private streets.* Residential streets must be developed in accordance with the minimum residential standards for street cross sections, open drainage, as prescribed in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code. Alternative proposals may be submitted for review and, if found to be appropriate and in accordance with the purposes of this part, the ~~Planning and Zoning Commission may recommend~~

~~and the Board~~ Development Services Director may approve the proposal and waive the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code in whole or in part.

(b) *Lots.* To the maximum extent practical, subdivisions must be designed to preserve the rural character of the area by locating lots and buildings to retain natural features of the site including, but not limited to, specimen trees and wooded areas and by minimizing any negative impacts and alteration of natural features.

(c) *Sidewalks (or pedestrian ways) and gutters.* Sidewalks, curbs and gutters are not required and may be permitted on one side of the roadway only in order to provide access to schools, parks or bus stops.

(d) *Street lighting.* No street lighting may be provided other than lighting at intersections, along walkways, at entryways, between buildings and in parking areas where required for safety or when required by State law.

(e) *Family subdivision.* In order to facilitate the continuance of the family farm or ranch in Seminole County, family subdivision of land may be permitted in accordance with this section. Notwithstanding the provisions of Section 35.2 and the density regulations of the Seminole County Comprehensive Plan and this Code, subdivision into no more than three (3) total lots or parcels may be permitted where each of the following conditions are shown to exist:

(1) The parcel which is proposed to be subdivided is assigned the A-10 zoning classification.

(2) The parcel which is proposed to be subdivided is at least ten (10) acres in size.

(3) The parcel which is proposed to be subdivided is considered by the property appraiser to be agricultural land at the time the application is made.

(4) The subdivider is the bona fide owner of the parcel in question and has been actively farming or ranching in Seminole County for the past three (3) years.

(5) An affidavit has been submitted attesting to the fact that the subdivided parcels are to be sold or otherwise transferred to members of the subdivider's immediate family in order to provide additional assistance on the farm or ranch in close proximity to the existing primary residence. For the purpose of this provision, an immediate family member means only those individuals related by blood, marriage or adoption such as grandparents, parents, siblings, children or grandchildren.

(6) The two (2) additional lots created through this subsection must each be no less than one (1) net buildable acre in size. These lots must be located adjacent to the existing primary residence to the maximum extent feasible.

(7) The existing primary residence on the original parcel is included in the largest remaining portion of the original parcel, retaining the primary residence as a portion of the farm or ranch

Sec. 35.73. Alternative Design Standards.

35.73.1. *Purpose and applicability*. The purpose of the Alternative Design Standards is to allow greater flexibility within single-family zoning districts. These Alternative Design Standards are allowed for projects of two (2) net buildable acres or greater seeking a Preliminary Subdivision Plan approval in the following zoning districts: R-1B, R-1, R-1A, and R-1AA. Projects using the Alternative Design Standards shall meet the following:

(a) Subdivision Regulations. All projects must meet all applicable requirements in Chapter 35 Subdivision Regulations. The Alternative Design Standards shall be established at time of submission of the preliminary subdivision plan.

(b) Open Space. At least 20% of the total area of the project shall be used for Open Space and shall meet the Open Space requirements of Sec. 30.14.2.

(c) Connectivity.

(1) Projects using these standards shall not be gated.

(2) When a development has frontages on non-adjoining boundaries, at least one vehicular access point shall be required per each frontage, when feasible. Bicycle and pedestrian connections shall be required where a roadway connection is not possible.

(3) Connection to adjacent streets is required where feasible. Feasibility will be based on presence of wetlands, waterbodies, or infrastructure corridors, etc. Dead end streets, hammerheads, and culs-de-sac may be allowed where specifically approved by the Development Services Director, and pedestrian connectivity is provided.

(4) Pedestrian walkways shall be provided to any adjacent right of way or trail.

(d) Dimensional requirements. The alternative lot dimensions are as follows:

a. There shall be no minimum lot size requirement, but all projects utilizing the Alternative Design Standards shall meet the density limits of the underlying Future Land Use designation.

b. The minimum lot width shall be as follows:

Zoning Districts	R-1AA	R-1A	R-1	R-1B
Min. Parcel/Lot Width at Building Line	70’	50’	50’	50’

Secs. 35.73~~4~~—35.80. Reserved.

* * *

PART 13. RECORDING OF FINAL PLAT

Sec. 35.151. Recording final plat.

The ~~linen~~ mylar, or equivalent material copy, of the final plat will be retained by the County for the purpose of recording with the Clerk of the Circuit Court of Seminole County after approval by the ~~Board of County Commissioners~~ Development Services Director. Such plats shall comply with section 3.4 of these regulations and Chapter 177, Florida Statutes. All fees and documents required by the Clerk for filing and recording of the approved final plat shall be transmitted through the Planning Division to the County Clerk when final approval is received

Sec. 35.152. No recordation if not approved by ~~Board of County Commissioners~~ the Development Services Director or designee. ~~or governing body of municipality.~~

No plat of lands in Seminole County subject to these regulations shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee. ~~No plat within the corporate boundaries of any municipality shall be recorded unless such plat has been approved by the governing body of such municipality.~~

* * *

PART 18. ENFORCEMENT PROVISIONS

Sec. 35.201. General.

(a) Within the jurisdiction of these regulations, no subdivision shall be made, platted, or recorded, nor shall any building permit be issued, unless such subdivision meets all the requirements of these regulations and has been approved in accordance with the requirements as herein provided.

(b) No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell any such parcel before a plat of such subdivision has been approved by the ~~Board of County Commissioners~~ Development Services Director or designee in accordance with the provisions of these regulations, and recorded with the Clerk of the Circuit Court.

(c) The subdivision of any lot or any parcel of land by the use of metes-and-bounds description for the purpose of sale, transfer, or lease with the intent of evading these regulations shall not be permitted. All such subdivision shall be subject to all of the requirements contained in these regulations.

(d) No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations.

Sec. 35.202. Required improvements.

The Board of County Commissioners may enforce the ~~improvement bond~~ surety by ~~resort to~~ any available legal and equitable remedies if the required improvements have not been satisfactorily installed within one (1) year after the final plan or plat is approved, unless extended by the board for cause and provided the surety consents to the extension. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that roads and streets, sewers, water systems, or drainage facilities will be built, constructed, or maintained by Seminole County may be prosecuted in accordance with applicable law. ~~shall be deemed guilty of a misdemeanor.~~

Section 9. Chapter 70 (Dredge and Filling) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 70 – DREDGE AND FILLING

* * *

Sec. 70.6. Permit application; procedures.

The following procedures govern the application and the issuance of all permits for dredging, filling, or other related activities within the waters of the County:

(a) Application. Any person desiring to obtain a permit for dredging, filling, or other related activities, such as docks and seawalls, shall first make application to the Department. This application must contain such information as is hereinafter set forth in this Section 70.6 and must be filed with the Department. After filing, the Department shall process the application according to this Chapter.

(b) Application contents. Unless determined by the Department to be not applicable, all applications must include the following items at a minimum:

(1) The applicant's full name, address, and, if different, the name and mailing address of the property owner.

(2) The date of application.

(3) The name, address, and local phone number of any agents or contractors that will perform any of the regulated work.

(4) The name, designation, or description of any and all affected bodies of water.

(5) An accurate written description of the activity, its purpose, and intent.

(6) The nature, type, and quantities of materials to be used.

(7) The types of equipment to be used.

(8) A description of the controls to be used to prevent or minimize water quality degradation.

(9) A description of methods of disposal, treatment, or both of any spoil, dredging wastes, or dewatering effluent.

(10) The time period of the construction or maintenance activity.

(11) The estimated cost of the project.

(c) Each application must be accompanied by the following submittals:

(1) A copy of a legal survey or plat of the property involved, including offshore ownership, if any. In the case of major construction projects as determined by the Department, plans completed and prepared by an engineer registered in the State of Florida are required. The name, address, and registration number of any licensed professional engineers that prepare any plans or specifications for the regulated activities must also be provided. All such documents must be signed and sealed by a licensed professional engineer.

(2) Affidavit as proof of ownership to all areas or bottomland on which dredging, filling, or other related activities are to take place.

(3) Construction plans, details, and vertical elevations, drawn to a scale satisfactory for the scope of the proposed activity, as determined by the Development Review Engineering Manager, which also depicts the limits and depths of all surface waters.

(4) An application fee to cover costs incurred by the County in the processing of this application. This fee is to be established by duly adopted resolution of the Board of County Commissioners.

(d) Upon receipt of a completed application, the Department shall develop a notice to be published in a newspaper of general circulation in the area where the permit is being requested. This notice will contain a description of the proposed work, a legal and general description of the location of the project, and a request for written comments from interested parties. In addition,

notices of the application will be mailed to all property owners within five hundred (500) feet in any direction fronting on the body of water; these notices must be substantially the same information as published in the newspaper.

(e) If no adverse comments are received within fourteen (14) days of publication, the Department shall proceed with the application process.

(f) If adverse comments are received and the applicant is unable to resolve objections to the satisfaction of the Development Review Engineering Manager or, on appeal, to the Development Services Department Director, based upon the intent and purpose of Chapters 70 and 71, or if public hearing thresholds have been exceeded, then the Department shall schedule a public hearing on the application before the Board of County Commissioners.

(g) The following project types require a public hearing before the Planning and Zoning Commission for granting or denying permits:

(1) Boat docks and unenclosed boat houses and gazebos alone or in any combination in which the total aggregate size, excluding the primary walkway from the shore to the boat dock, unenclosed boat house, or gazebo if the walkway does not exceed four (4) feet in width, is one thousand (1,000) square feet or more or five hundred (500) square feet or more if located upon an Outstanding Florida Water.

(2) Enclosed boat houses of any size.

(3) Dredging, filling or both in excess of four thousand (4,000) cubic yards of material.

(4) Any projects where the applicant is unable to resolve adverse comments of affected property owners to the satisfaction of the Development Review Engineering Manager or,

after an appeal, the Development Services Department Director based upon the intent and purpose of this Chapter.

(h) Based upon the findings of the Department, an application for a permit for dredging, filling or other related activities below the threshold for a public hearing may be granted or denied. The Department may place such reasonable restrictions and conditions upon the granting of a permit as necessary to protect the rights and interests of the public and to prevent or minimize any deleterious effects upon the water quality and Normal High Water Elevation (NHWE) of affected waters.

* * *

Sec. 70.10. General regulations.

(a) The work force at the site of the activity shall possess at all times an approved copy of the permit and its attachments.

(b) The dredge and fill activity must comply with all applicable federal, state, district, county, and local laws, rules and regulations.

(c) The Department has the right, after receipt of the application, to require additional information prior to granting or denying the permit.

(d) The permit will be valid for a period not to exceed one (1) year from the date of issuance. A permit extension or revision may be granted for good cause by the Development Review Engineering Manager if found to be consistent with the intent and purpose of this Chapter.

(e) The dredge and fill permittee must give due consideration to aesthetics, sound engineering practices, impacts on NHWE, and flood elevations, water quality protection, and the continued propagation of biological organisms.

(f) The dredge and fill permittee shall restore all disturbed properties to the original condition prior to the permitted activity, as far as practical, in keeping with the activity's specifications, and in a manner satisfactory to the Department.

(g) The dredge and fill permittee shall dispose of all excess material, excavated or otherwise, at the permittee's expense. Fill may only be placed below the one hundred (100) year flood prone elevation if both of the following conditions are met:

(1) Such action is consistent with all applicable County land development regulations and state and federal law.

(2) A site plan has been approved that is consistent with the floodplain ordinance.

(h) The dredge and fill permittee shall replace trees, and vegetation destroyed during the activity sat the direction of the individual responsible for arbor permitting or Aquatic Plant permitting, as applicable. The indiscriminate cutting of trees or disfiguring of any feature of scenic value is prohibited, including the use of herbicides for this purpose.

(i) All boat docks, boat houses, gazebos, fishing docks, boardwalks, and related structures must have a minimum deck elevation of one (1) foot above the NHWE. Subject to any further constraints imposed by the site, the structure must not project, when measured perpendicularly to a canal or waterbody, more than twenty-five (25) percent into the navigable width of the canal or waterbody, as determined by the Department, nor at any time pose a hazard in navigable waters as determined by the Department. These structures and boat ramps must not be placed within ten (10) feet of a property line. ~~However, upon application, and except where this Code requires a hearing before the Board of County Commissioners, the~~ The Board of Adjustment may grant a variance to the length or setback requirements based upon the criteria established in

Section ~~30.43(b)(3)~~ 30.3.3.2(b) of this Code and may impose appropriate conditions and safeguards in accordance with Section ~~30.43(b)(4)~~ 30.3.3.2(b)(4)of this Code.

(j) The Development Review Engineering Manager or the ~~Board of County Commissioners~~ Planning and Zoning Commission may, in the public interest, require the applicant, the applicant's contractor, the applicant's subcontractors, or any combination of them, as a condition for the permit, to provide safeguards to prevent any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of work performed under the permit. These safeguards are to accomplish the following:

(1) To control turbidity and introduction of silt into bodies of water by the use of properly located silt-restraining devices.

(2) To place speed restraints on equipment operations and confine operations to specified periods of time.

(3) To contain the dredged material and control runoff from spoil areas designated by the Development Review Engineering Manager or the ~~Board~~ Planning and Zoning Commission.

(4) To avoid exposing submerged soil types which are subject to being scoured and disbursed, or subject to becoming colloidal and creating long-range turbidity problems.

(5) To prevent pollution or any deleterious effect that may occur in any body of water, or connected bodies of water, as a result of the work performed.

(6) To use specific types of equipment while accomplishing the work.

(k) All boat docks and boat houses located upon property assigned a single-family residential zoning classification must be designed not to accommodate more than three (3) motorized vessels or watercraft.

* * *

Section 10. Chapter 90 (Uniform Building Numbering System) of the Land Development Code of Seminole County is hereby amended to read as follows:

Chapter 90 – UNIFORM BUILDING NUMBERING SYSTEM

* * *

Sec. 90.4. Administration of the Uniform Addressing System.

(a) The Seminole County Addressing Supervisor or designee shall be responsible for coordinating and maintaining the addressing system established by this Chapter. Said Supervisor or designee shall assign numbers, approve Street Names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County Commissioners.

(b) Should an existing building, unit, or group of buildings fail to conform with the Uniform Addressing System, the Addressing Supervisor or designee shall give notice to those owners ~~or~~ and occupants whose address is in nonconformity with the Uniform Addressing System. Said notice shall be delivered to the owner ~~or~~ and occupant by one (1) of the following:

(1) Certified mail, return receipt requested.

(2) Posting same in a conspicuous place on the property.

(3) Hand delivery.

Said notice may include a notification of a change of address, which shall contain the new building number(s) assigned to the building in accordance with the provisions of this Chapter. Said notice shall direct the owner ~~or~~ and the occupant to post the newly assigned building number on said building or property in accordance with Section 90.5 of this Chapter. The owners ~~or~~ and occupants shall have thirty (30) days from receipt of the notice to come into compliance with this

Chapter. "Receipt" is defined as one (1) of the following: If sent certified mail, the date of postal delivery; if posted, the date posted on the property; if hand delivered, the date it was handed to the recipient.

(c) Assignment by the Addressing Supervisor or designee of a number to a lot or parcel on which a building may be constructed shall be a condition precedent to the issuance of a building permit for any such building.

(d) In coordination with the E 9-1-1 Office, the Addressing Supervisor or designee shall record and maintain records of all Street Names and numbers under this Chapter which have been assigned pursuant to this Chapter and shall monitor same to ~~insure~~ ensure that duplicate Street Names and numbers are prevented.

(e) When site plans include construction of new streets (either private or public), a list of all proposed Street Names shall be submitted to the Addressing Supervisor or designee for review to conformance to the standards as listed in Section 90.6.

Sec. 90.5. Building and unit numbering.

All principal residential and commercial buildings in unincorporated Seminole County, shall be issued an address by the Addressing Supervisor or designee, and shall post that address including suite or unit numbers on the structure and their property in accordance with the following guidelines:

(a) ~~All addresses shall contain whole numbers only.~~ All address numbers shall be displayed using numerals only (e.g., "123 Main Street") and shall not include spelled-out numbers (e.g., "One Hundred Twenty-Three Main Street"). Alpha/numeric and fractional addresses shall not be permitted (e.g., "123 1/2 Main Street" or "123A/123 Main Street, Unit A"). Address numbers shall be made of durable weather resistant material, shall be permanently affixed to the

structure and posted fronting the street the structure is addressed to. The color of the numbers shall contrast the surrounding background surface of the structure so it stands out and is clearly visible from both directions of the addressed street.

(b) Addresses will not be assigned to vacant land, residential Accessory Buildings, guest houses, mother-in-law suites, detached garages, or insubstantial structures.

(c) Assignment of an address is warranted in conjunction with an issued building permit. Addresses assigned by the Addressing Supervisor or designee shall be posted as follows:

(1) Commercial type occupancies which do not have all occupants directly fronting the appropriate street will be assigned a building address number in conjunction with suite numbers to identify individual occupants. Commercial building address numbers shall be a minimum of six (6) inches in height and one-half (½) inch in width. Commercial buildings will be assigned four-digit suite or unit numbers to be posted above all means of egress. Unit numbers shall be of contrasting colors so as to be readily identifiable. Unit numbers shall be a minimum of three (3) inches in height and one-half (½) inch in width.

(2) Multi residential buildings such as apartments which have direct access to a common area or corridor will be assigned a main building number and further assigned three (3) digit unit numbers to be posted above all means of egress. The main building number shall be a minimum of six (6) inches in height and one-half (½) inch in width. Numbers shall be of contrasting colors so as to be readily identifiable. Unit numbers shall be a minimum of three (3) inches in height and one-half (½) inch in width.

(3) Townhomes and duplexes with direct front door access to the street shall be assigned a main address for each single-family dwelling. Address numbers shall contrast with the

background surface of the structure, be of durable weatherproof material, and be a minimum of four (4) inches in height and one-half (½) inch in width.

(4) Residential address numbers on buildings which are less than fifty (50) feet from the street shall affix numbers directly over the main egress door and all other means of egress. Address numbers shall contrast with the surrounding surface, be of durable material and a minimum of four (4) inches in height and one-half (½) inch in width.

(5) Residential buildings which are over fifty (50) feet from the street shall be required to use five (5) inch or larger numbers. All numbers are to be clearly seen from both directions of the right-of-way, and shall be made of durable material and contrast with the surrounding surface.

(6) For plazas or other such commercial occupancies with multiple addresses, the range of addresses shall also be posted on the main plaza or occupancy sign readily viewed from the street from both directions.

(7) For commercial structures, if ~~If~~ the main entrance of a building is not readily visible from the street, address numbers shall be posted on the structure and at the entrance street or adjacent driveway or as otherwise determined by the Addressing Authority. ~~to the building on both sides of a fence, post or mailbox.~~ Numbers shall be displayed on both sides of a fence, post, sign, or mailbox leading to the building. Authorization may be ~~acquired~~ obtained from the Addressing Supervisor or designee in ~~situations~~ cases where these standards may not be appropriate. Any decisions made shall be ~~based~~ in the interest of emergency response.

(8) Residential one (1) or two-family dwellings that do not have address numbers plainly legible and visible from the street or road fronting the property shall also have the address numbers posted on both sides of a fence, post, sign, or mailbox located at the entrance to

the property. ~~which are more than fifty (50) feet from street must also have the address numbers posted on both sides of a mailbox or addressing post located at the entrance to the property. If access is by way of a street different from the address assigned, numbers shall be posted on the addressed street. Signage containing the Street Name and address number shall be required at the entrance street in these cases.~~

(9) For new and existing buildings with an address on a different street, sometimes referred to as a "vanity address," the street name must be displayed alongside the address numbers using the same size and style as required for address numbers. Both the address and street name shall be posted on both sides of a fence, post, sign, or mailbox in a location designated by the Addressing Authority.

(d) Subdivisions and condominiums will be pre-addressed within fourteen (14) working days after recording the plat in the public records. Developers of commercial sites with multiple occupants or similar residential projects (apartments or condominiums) shall be required to coordinate individual addressing prior to issuance of any building permits. This can be accomplished by providing the Addressing Supervisor or designee with a site and building layout plan at least ten (10) working days prior to the submission of building permit applications. This plan should include adjacent road names, entrance locations, and all possible occupant division lines for each floor.

(e) The Addressing Supervisor or designee shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

* * *

Sec. 90.10. Subdivision, plaza and building names.

(a) At the time of plan review for all new construction, the name by which the development shall be legally known, (apartment complexes, shopping centers, commercial buildings, mobile home parks, and all developments requiring site plan approval) shall be submitted for review and approval to the Development Review Committee at the pre-application meeting or prior to submitting a development application.

(b) Potential names for subdivisions shall be submitted for review to the development review committee at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to preliminary subdivision plan approval by the Board of County Commissioners. Potential names for condominiums shall be submitted at the pre-application meeting or prior to submitting a development application. Name approval shall be determined prior to or during the site plan review process.

(c) No names shall be approved which conflict with existing names or those previously approved developments or preliminary subdivision plans (exception: franchise businesses). The name shall not be the same or sound similar or in any way so similar to any name appearing on any recorded plat or prior condominium or site plan in Seminole County as to confuse the records or mislead the public as to the identity of the subdivision, or condominium except when the subdivision is further divided as an additional unit or phase by the same developer or developer's successors in title. In that case the additional unit or phase shall be given the primary name followed by the unit, section or phase number in English words or numerals (No Roman numerals).

(d) Names, once approved, shall be held until subdivision or site plans are no longer valid by exceeding development approval time limits. Said name shall be the only conspicuous name posted on the property. If the plan approval expires, the name shall require additional review

and approval at the time of resubmittal. Names may be reserved upon request for up to one (1) year pursuant to the pre-application meeting submittal.

(e) The owners of a commercial building, plaza, apartment complex, subdivision, or persons who desire to rename their property shall apply to the Addressing Supervisor or designee. Said application shall include the legal description, the property appraiser Parcel identification number(s), the current name, and the proposed name of the development. The application will be subject to review and approval by the Addressing Supervisor or designee. ~~prior to being presented to the Board of County Commissioners adopting the name change.~~ Upon ~~recording the adopted resolution,~~ approval, notification of affected parties shall be by established procedures.

Section 11. Conflicts. This Ordinance shall control over any previously adopted County ordinances or parts of ordinances in conflict with this Ordinance.

Section 12. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Land Development Code of Seminole County, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that Sections 11, 12, 13 and 14 of this Ordinance shall not be codified.

Section 13. Severability. If any provision or the application of this Ordinance to any person or circumstance is held invalid, then it is the intent of the Board of County Commissioners that such invalidity will not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 14. Non-Severability. The Seminole County Board of County Commissioners hereby declares that the provisions of this ordinance are intimately connected and integrated, and therefore, they are not severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, such decision shall render the entire ordinance null and void, and no other portion or provision shall remain in effect

Section 15. Effective date. This Land Development Code Ordinance will take effect upon filing a copy of the Ordinance with the Department of State by the Clerk to the Board of County Commissioners and the provisions of this Land Development Code shall be implemented and applied to complete applications as of August 1, 2026. Notwithstanding the above, complete applications submitted on or before July 31, 2026, will be reviewed under the existing Land Development Code regulations. Complete applications received on or after August 1, 2026, will be subject to and reviewed under the revised Land Development Code, effective August 1, 2026.

FIRST READING, this _____day of _____, 2026.

UPON SECOND READING, BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

ANDRIA HERR, Chairman

NJB/kw
5/21/26

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0477

Title:

Approval of the District 5 appointment of Robert Young to the Parks and Preservation Advisory Committee

From: Seminole
To: Drager, Dominique
Subject: New form response - REQUESTFORBOARDAPPOINTMENTFORM
Date: Monday, May 4, 2026 10:44:05 AM

New form response

localhost

Form: REQUESTFORBOARDAPPOINTMENTFORM
A new response was submitted on 04 May 2026, 10:43 AM.

First Name	Robert
Last Name	Younng
Middle Name	Leonard
Email Address	robertyoung632000@gmail.com
Cell Phone Number	407-375-6834
Are you a Registered Voter?	Yes
Home Address	5113 Lazy Oaks DR
Home Address cont'd	
City	Winter Park
State	Florida
Zip Code	32792
Mailing Address	same as above
Mailing Address cont'd	
City	
State	
Zip Code	
Interest #1	Parks and Preservation Advisory Committee
Interest #2	

Interest #3	
Are you of Hispanic origin?	No
Gender	Male
Disabled?	No
Race	African-American
Place of Employment	retired
Job Title	retired
School Name:	Strayer Online and SNHU
Degree Received	working on associate
Name	Cheryl Brown
Email	aricher53@aol.com
Phone Number	407-280-4020
Relationship	friend
Name	Curtis Turner
Email	cturner@afalipromotions.com
Phone Number	407-595-1420
Relationship	friend
Name	Greg McGinnis
Email	ginny35@aol.com
Phone Number	407-808-8205
Relationship	friend
Please briefly state your experience, interests, or elements of your personal history that you think qualify you for appointment to the board(s) you have chosen.	I previously served as a member of the code enforcement board, where I gained direct experience in local government processes. Being on the board gave me strong understanding of responsibilities and public duty. I am a US military veteran and a retired postal service employee of 33 years, and I am committed to contributing that background to this committee in a meaningful way
	I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board(s). I also understand that

	Florida law requires members of certain boards file a detailed financial disclosure form.
captcha error	0

View response

This email is sent automatically by Progress Sitefinity CMS.