SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, August 11, 2026 **1:30 PM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - Proclaiming August 18, 2026 as "Women's Right to Vote Commemoration Day" in Seminole County, Florida **2026-0657**

IV. ADDITIONS, DELETIONS, & MODIFICATIONS TO THE AGENDA

V. CONSENT AGENDA – PUBLIC PARTICIPATION

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

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

Public Comment (Consent Items Only)

Constitutional Officers – Consent Agenda (Item No. 2)

2. Expenditure Approval Lists dated July 15 and 22, 2026; and Payroll Approval List dated July 16, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** 2026-0650

County Manager's Consent Agenda (Items No. 3 - 7)

Development Services

3. Adopt the Resolution vacating and abandoning a portion of a drainage and utility easement located on Lot 10 of the Bolling Farms Subdivision, as recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County, Florida, for property more particularly known as 1932 Caladium Place, Longwood, Florida; (Beverly Romine, Applicant); District4-Lockhart **(Mike Rhodes, Development Services Director)** 2026-0602

Emergency Management

4. Approve and authorize the County Manager to execute HMGP contracts, work orders, purchasing contracts, and related grant modification documents for the Hazard Mitigation Grant Program (HMGP) Hurricane Ian grant to elevate (2) properties at 804 Agnes Drive and 812 Underoak Drive, Altamonte Springs, FL 32701 for flood protection; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-045 through the FEMA Federal Mitigation Grant Funds in the amount of $311,704.53. District4 - Lockhart **(Alan Harris, Emergency Management Director)** 2026-0651

Fire Department/EMS

5. Approve and authorize the Chairman to execute Updated Certificates of Public Convenience and Necessity (COPCN's) for Lifefleet Southeast, Inc. dba American Medical Response, RG Ambulance Service, Inc. dba American Ambulance and Medfleet L.L.C. dba ATI Ambulance. Countywide **(Matt Kinley, Fire Chief)** 2026-0656

Public Works

6. Request Board approval to ratify a grant application to the U.S. Department of Transportation for the Fiscal Years 2025 and 2026 Advanced Transportation and Innovation Competitive Grant Program requesting $8,452,000 for purchase and installation of safety equipment for traffic signals including Connecting Vehicle (CV) Road Side Units, Intersection Movement Cameras (IMCs), CCTV Cameras, Uninterruptible Power Supply (UPS), and expansion of the Scout program for a dedicated corridor route from the City of Altamonte Springs SunRail station to the University of Central Florida; and authorize the County Manager or designee to execute all grant documents. Countywide **(Tawny Olore, Public Works Director)** **2026-0673**

7. Approval of Value Engineering and Contract Amendment for the removal of Landscaping and Hardscape Services on the Oxford Road Improvements/ Extension project CC-5744-24/GCM, resulting in a deductive Change Order. District4 - Lockhart **(Tawny Olore, Public Works Director)** **2026-0672**

VI. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

8. **Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone** - Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St; (Z2026-06/02.26SS.01) (S. Brent Spain, Esquire, Applicant) District 5 - Herr (**Annie Sillaway, Principal Planner**) **2026-0536**

Applicant Comment

Public Comment

9. **Isola Retail PD Major Amendment Rezone** - Consider a Rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage in conjunction with Building 2 only, as shown on the Master Development Plan, within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd; (Z2026-04) (Robert Isola, Applicant) District4 - Lockhart (**Annie Sillaway, Principal Planner**) **2026-0537**

Applicant Comment

Public Comment

10. **Kentucky Street Special Exception** - Request for a Special Exception for a proposed 143-foot communication tower and four (4) variances to the required separation distance from properties with an existing single family use, located on the north side of Kentucky Street approximately 1,700 feet east of Skyway Drive; Z2025-15 (Mary Doty Solik, Applicant) District5 - Herr (**Annie Sillaway, Principal Planner**) **2026-0538**

Applicant Comment

Public Comment

VII. COUNTY ATTORNEY'S REPORT

IIX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

IX. DISTRICT COMMISSIONER REPORTS

District 1 - Commissioner Dallari

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 5 - Chairman Herr

X. CHAIRMAN'S REPORT

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

XII. ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0657

Title:

Proclamation - Proclaiming August 18, 2026 as “Women’s Right to Vote Commemoration Day” in Seminole County, Florida

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING AUGUST 18, 2026 AS
WOMEN'S RIGHT TO VOTE COMMEMORATION DAY
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, on August 18, 1920, the Nineteenth Amendment to the United States Constitution was ratified, guaranteeing women the right to vote after decades of determined advocacy, sacrifice, and perseverance by generations of suffragists; and

WHEREAS, the ratification of the Nineteenth Amendment marked a defining moment in our nation's history by expanding the right to participate in self-government and strengthening the foundation of representative government; and

WHEREAS, the right to vote is one of the most cherished freedoms enjoyed by Americans and carries with it both the privilege and responsibility to help shape our communities, our state, and our nation; and

WHEREAS, August 18, 2026, uniquely coincides with Florida's Primary Election Day, providing a meaningful opportunity to honor the women who fought tirelessly for equal voting rights by exercising the very right they worked so hard to secure; and

WHEREAS, the Seminole County Supervisor of Elections is committed to conducting elections that are free, fair, transparent, secure, and accessible to every eligible voter, while encouraging informed civic participation throughout our community; and

WHEREAS, the legacy of the women's suffrage movement reminds us that our elections are strengthened when every eligible citizen has the opportunity to make their voice heard;

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim, August 18, 2026 as

WOMEN'S RIGHT TO VOTE COMMEMORATION DAY

in Seminole County, Florida, and encourage all eligible voters to honor the legacy of the Nineteenth Amendment by participating in the 2026 Primary Election and exercising one of our nation's most fundamental rights—the right to vote.

ADOPTED this 11th day of August 2026

_____

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: 2026-0650

Title:

Expenditure Approval Lists dated July 15 and 22, 2026; and Payroll Approval List dated July 16, 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 July 15 and 22, 2026; and Payroll Approval List dated July 16, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
AUGUST 11, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated July 15 and 22, 2026; and Payroll Approval List dated July 16, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

1 AMDMT #1 TO W.O. #10 TO PS-6032-24/SCORPIO
2 AMDMT #2 TO W.O. #1 TO PS-5342-23/AECOM TECHNICAL SERVICES
3 AMDMT #2 TO W.O. #35 TO PS-4968-23/CDM SMITH
4 AMDMT #2 TO W.O. #4 TO PS-5946-24/JACOBS ENGINEERING GROUP
5 AMDMT #2 TO W.O. #49 TO PS-2826-20/ATKINSREALIS USA
6 APPROVAL D.O. #26-30000001/2240 MARSH SEDGE LN/MEDINA
7 APPROVAL D.O. #26-30000013/625 LAKE MOBILE DR/ALI
8 APPROVAL D.O. #26-30000026/818 SHRIVER CIR/RODRIGUEZ
9 APPROVAL D.O. #26-30000033/226 FLAMINGO DR/BORERRO
10 APPROVAL D.O. #26-30000034/851 BARR ST/CREEGAN
11 APPROVAL D.O. #26-30000035/7310 LAKE DR/HODAPP
12 APPROVAL D.O. #26-30000037/1938 FILLY TRL/EVANS
13 APPROVAL D.O. #26-30000038/1021 NEW JERSEY AVE/LOOMIS
14 APPROVAL D.O. #26-30000040/PARCEL 37A SNOW HILL RD/FOSHEE
15 APPROVAL D.O. #26-30000041/624 EDEN PARK RD/ALLY
16 APPROVAL D.O. #26-30000042/2018 W CROWLEY CIR/REDA
17 APPROVAL D.O. #26-30000043/1744 W CHERYL ST/LANDIRES
18 APPROVAL D.O. #26-30000044/2241 BLUE FISH PL/PRIETO
19 APPROVAL D.O. #26-30000047/BLOCK 5 LOT 18 MCCARTHY AVE/DOMBROSKI
20 BOND RELEASE/PERFORMANCE BOND #612424994/$81,250/ESTATES AT LAKE JESUP
21 BOND RELEASE/PERFORMANCE BOND #SU1197807/$4,088,457.10/RIVERSIDE OAKS
22 C.O. #2 TO W.O. #24 TO PS-6032-24/MCCREE DESIGN BUILDERS
23 C.O. #3 TO CC-6517-25/INTEGRITY ENVIRONMENTAL SOLUTIONS
24 C.O. #31 TO W.O. #2 TO PS-6030-24/WHARTON-SMITH
25 FIRST AMDMT TO CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/TRUE HEALTH (AS APPROVED BY THE BCC ON 7-22-26)
26 FPSC ORDER #PSC-2026-0247-CO-EI ISSUED 7-15-26
27 IFB-604772-24 ASSIGNMENT OF TERM CONTRACT FOR FIRE DEPT UNIFORMS/DESIGN LAB
28 MAINTENANCE BOND #S7A2SU0004357/$42,700/SEMINOLE SCIENCE SCHOOL EXPANSION
29 OWNER AGRMT FOR HOUSING RECONSTRUCTION FUNDED BY SHIP/BEVERLY BYRD/205 HAYS DRIVE (AS APPROVED BY THE BCC ON 5-13-25)
30 OWNER AGRMT FOR HOUSING REHABILITATION FUNDED BY SHIP/CHELSEA MUELLER/105 GOLFSIDE CIRCLE (AS APPROVED BY THE BCC ON 5-13-25)
31 RENEWAL #1 TO IFB-604541-23/FERGUSON ENTERPRISES, INC
32 RENEWAL #1 TO PS-3533-21/GAI CONSULTANTS
33 RFP-604622-23 EMERGENCY TEMPORAY STAFFING/FAVORITE HEALTHCARE STAFFING
34 SECOND AMDMT TO IFB-604541-23/FERGUSON ENTERPRISES

35	SECOND AMDMT TO PS-4968-23/CIVIL SITE ENGINEERING
36	TIME EXTENSION FOR CC-3563-21/C.W. ROBERTS CONTRACTING
37	TIME EXTENSION FOR CC-3563-21/CARR & COLLIER
38	TIME EXTENSION FOR CC-3563-21/CATHCART CONSTRUCTION COMPANY
39	TIME EXTENSION FOR CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP
40	TIME EXTENSION FOR CC-3563-21/PRIME CONSTRUCTION GROUP
41	TIME EXTENSION FOR CC-3563-21/SCHULLER CONTRACTORS, INC.
42	TIME EXTENSION FOR CC-3563-21/SOUTHERN DEVELOPMENT & CONSTRUCTION
43	TIME EXTENSION FOR IFB-604150-21/ATLANTIC PIPE SERVICES
44	W.O. #1 TO PS-6745-25/JL2 ARCHITECTURE
45	W.O. #17 TO PS-5946-24/CHA CONSULTING
46	W.O. #30 TO PS-6032-24/MCCREE DESIGN BUILDERS

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/9/26 Through 7/15/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 145,626.80
00103	NATURAL LAND ENDOWMENT FUND	5,030.00
00113	COUNTYWIDE UTILITIES	71,193.22
10101	TRANSPORTATION TRUST FUND	3,759.70
10102	MASS TRANSIT FUND	5,400.00
10400	BUILDING PROGRAM	220.00
11000	TOURISM PARKS 1,2,3 CENT FUND	650.00
11200	FIRE PROTECTION FUND	75,903.38
11400	COURT SUPP TECH FEE (ARTV)	10,739.18
11580	2024 INFRASTRUCTURE SALES TAX	313,998.00
11904	EMERGENCY SHELTER GRANTS	6,375.17
11919	COMMUNITY SVC GRANTS	700.00
12024	SHIP AFFORDABLE HOUSING 23/24	150,129.70
12101	LAW ENFORCEMENT TST-LOCAL	60,000.00
12500	EMERGENCY 911 FUND	6,693.70
12804	LIBRARY-IMPACT FEE	280.00
13100	ECONOMIC DEVELOPMENT	3,336.39
15000	MSBU STREET LIGHTING	89,297.08
15100	MSBU RESIDENTIAL SOLID WASTE	1,401,725.84
40100	WATER AND SEWER FUND	32,047.32
40102	CONNECTION FEES-WATER	9,765.13
40108	WATER & SEWER CAPITAL IMPROVEM	2,549,967.66
40110	WATER AND SEWER - GRANTS	50,000.00
40201	SOLID WASTE FUND	10,211.40
50200	WORKERS COMPENSATION FUND	8,849.24
50300	HEALTH INSURANCE FUND	2,764,468.93
60303	LIBRARIES-DESIGNATED	5,854.00
TOTAL REPORT		$ 7,782,221.84

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 15, 2026

CHECK SEQUENCE: CK # 993399-993635
ACH SEQUENCE: ACH # 873-883

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 11TH DAY OF AUGUST, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 7/16/26 Through 7/22/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 3,036,133.22
00103	NATURAL LAND ENDOWMENT FUND	5,227.50
00112	MAJOR PROJECTS FUND	3,950.82
00113	COUNTYWIDE UTILITIES	148,126.29
10101	TRANSPORTATION TRUST FUND	48,634.63
10400	BUILDING PROGRAM	37,538.06
11000	TOURISM PARKS 1,2,3 CENT FUND	5,636.25
11001	TOURISM SPORTS 4 & 6 CENT FUND	1,178.00
11200	FIRE PROTECTION FUND	308,625.15
11400	COURT SUPP TECH FEE (ARTV)	40,169.43
11500	1991 INFRASTRUCTURE SALES TAX	6,805.25
11560	2014 INFRASTRUCTURE SALES TAX	233,775.85
11901	COMMUNITY DEVELOPMEN BLK GRANT	3,000.00
11904	EMERGENCY SHELTER GRANTS	10,548.25
11905	COMMUNITY SVC BLOCK GRANT	26,888.12
11916	PUBLIC WORKS GRANTS	81,837.81
11919	COMMUNITY SVC GRANTS	67,987.84
11930	RESOURCE MANAGEMENT GRANTS	1,610.00
12101	LAW ENFORCEMENT TST-LOCAL	5,000.00
12500	EMERGENCY 911 FUND	4,170.36
12804	LIBRARY-IMPACT FEE	8,641.73
16000	MSBU PROGRAM	809.04
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16020	MSBU HORSESHOE (LM/AWC)	275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)	200.00
16026	MSBU SPRING (LM/AWC)	200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	75.00
16030	MSBU SWEETWATER COVE (LM/AWC)	1,313.75
16036	MSBU HOWELL LAKE (LM/AWC)	700.00
16073	MSBU SYLVAN LAKE (AWC)	80.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	75.00
21235	GENERAL REVENUE DEBT - 2014	550.00
40100	WATER AND SEWER FUND	258,030.68
40108	WATER & SEWER CAPITAL IMPROVEM	101,141.00
40201	SOLID WASTE FUND	11,510.61
50200	WORKERS COMPENSATION FUND	87,861.62
50300	HEALTH INSURANCE FUND	70,360.28
60303	LIBRARIES-DESIGNATED	2,500.00
TOTAL REPORT		$ 4,621,496.54

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
JULY 22, 2026

CHECK SEQUENCE: CK # 993636-993911
ACH SEQUENCE: ACH # 884-909

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 11 DAY OF AUGUST, 2026.

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Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 07/16/2026
Biweekly Payroll Ending: 07/11/2026

Check Numbers: **163454 - 163470**
Voided Check Number: N/A

Net Expenditure Total: **$3,531,220.97**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 11 day of August , 2026.

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Chairman

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

File Number: 2026-0602

Title:

Adopt the Resolution vacating and abandoning a portion of a drainage and utility easement located on Lot 10 of the Bolling Farms Subdivision, as recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County, Florida, for property more particularly known as 1932 Caladium Place, Longwood, Florida; (Beverly Romine, 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 has petitioned Seminole County to vacate and abandon a portion of a fifteen (15) foot wide platted drainage and utility easement along the north side of Lot 10 of the Bolling Farms Subdivision, as recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County. The area subject to the requested vacate is five (5) feet in width and 21.88 feet in length, containing approximately 102 square feet.

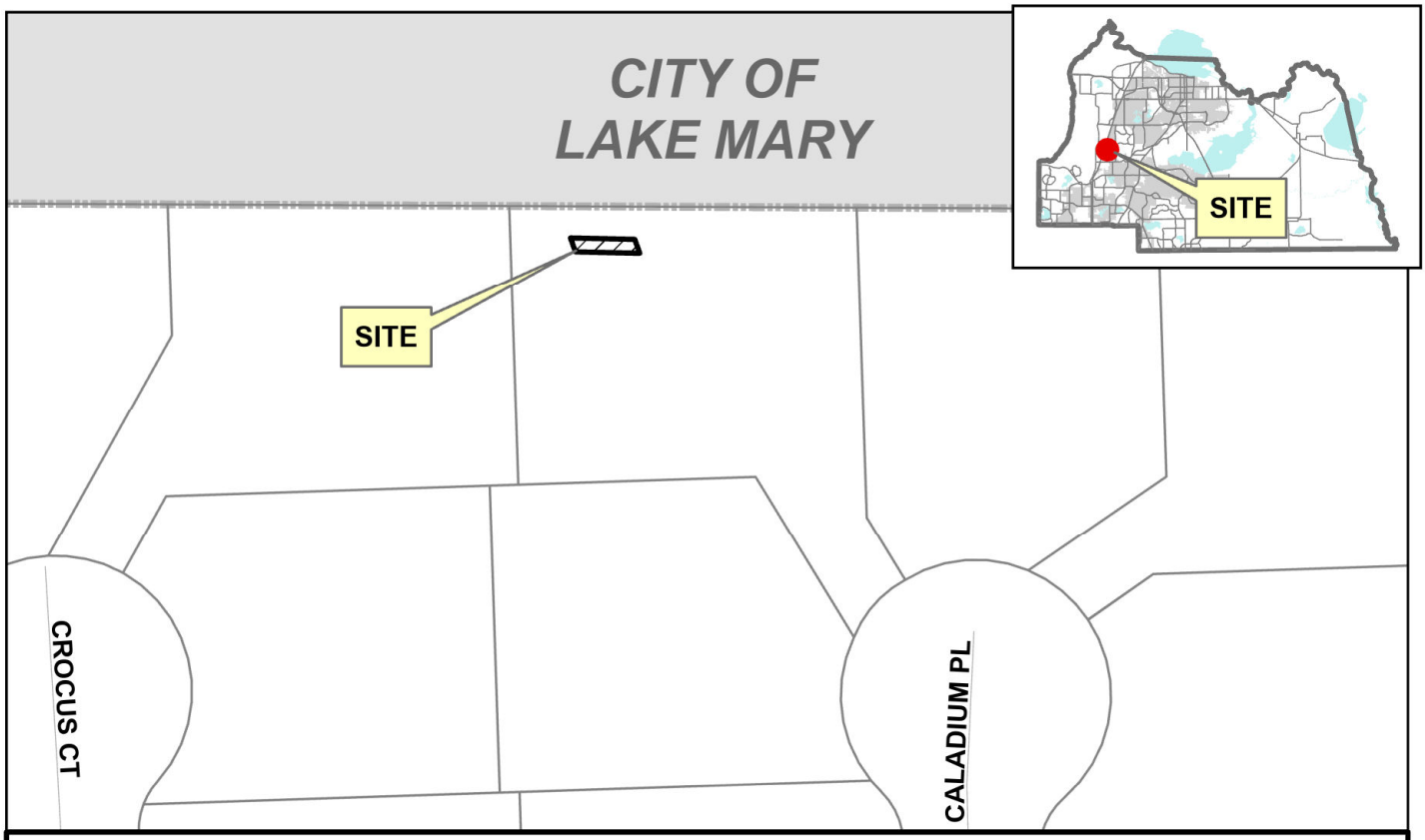
The purpose of the request is to accommodate for the expansion of a pool deck in the rear yard of the property. The area just to the east of the area, subject to the current vacate request was previously vacated in 2001 in order to construct the existing pool decking. This request is to expand that existing pool decking to the west, thus necessitating this request.

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 of the Seminole County Land Development Code, and Section 177.101 of the Florida Statutes.

Requested Action:

Staff requests the Board adopt the Resolution vacating and abandoning a portion of a drainage and utility easement located on Lot 10 of the Bolling Farms Subdivision, as recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County, Florida, for property more particularly known as 1932 Caladium Place, Longwood, Florida.



CALADIUM PLACE VACATE
WILLIAM ROMINE, BEVERLY ROMINE
1932 CALADIUM PLACE
LONGWOOD FL 32750
PARCEL: 25-20-29-513-0000-0100

SEMINOLE COUNTY BCC
AUGUST 11, 2026

PARCELS

EASEMENT SUBJECT TO VACATE

N



Winter 2025 Color Aerials

Date: 7/7/2026

Name: CaladiumPlaceEasementVacate

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

DESCRIPTION:

A PORTION OF LOT 10, BOLLING FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 56 AND 57, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 10, BOLLING FARMS; THENCE, ALONG THE NORTH LINE OF SAID LOT 10, S88°44'42"E, A DISTANCE OF 21.07 FEET; THENCE, DEPARTING SAID NORTH LOT LINE, S01°15'18"W, A DISTANCE 10.34 FEET TO THE POINT OF BEGINNING. THENCE, S88°44'42"E, A DISTANCE OF 21.88 FEET; THENCE, S20°07'09"E, A DISTANCE OF 5.00 FEET; THENCE, N88°44'42"W, A DISTANCE OF 21.88 FEET; THENCE, N20°08'27"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING APPROXIMATELY 102 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 25, Township 20 South, Range 29 East, Seminole County, Florida.
2. Bearings shown hereon are assumed relative to North line of Lot 10; Said bearing being, S88°44'42"E.
3. This is not a survey.

William F Menard

Digitally signed by William F Menard
Date: 2026.06.04 10:01:51 -04'00'

\\HLSM-AD1\Public\Projects\Bolling Farms\dwg\Lot 10 SOD.dwg

SHEET 1 OF 2

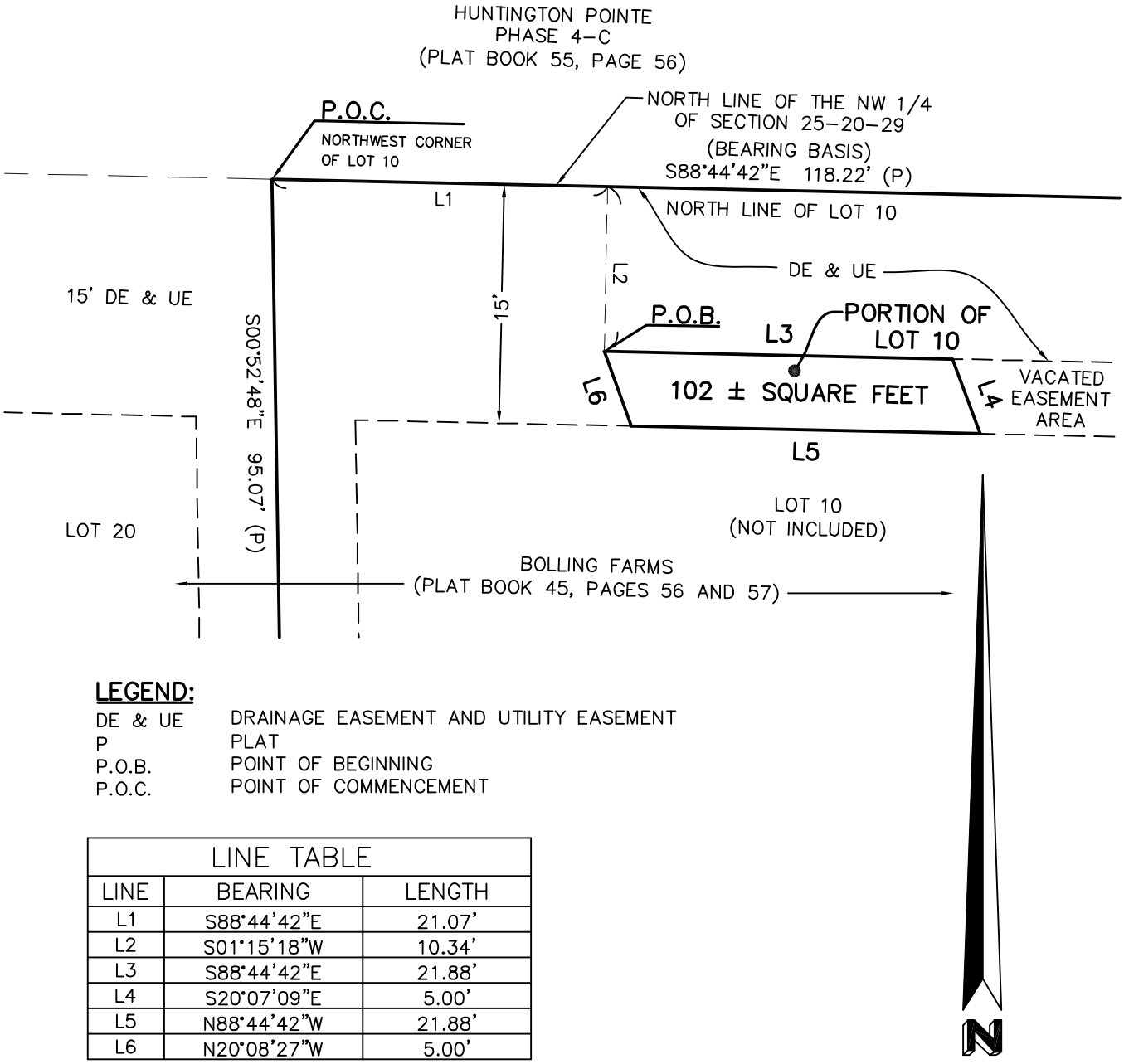
HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346
Survey@HLSM.US

Job No: Q-166
Date: 5/26/26
Drawn By: JJR
Scale: 1"=10'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



LEGEND:

DE & UE	DRAINAGE EASEMENT AND UTILITY EASEMENT
P	PLAT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°44'42"E	21.07'
L2	S01°15'18"W	10.34'
L3	S88°44'42"E	21.88'
L4	S20°07'09"E	5.00'
L5	N88°44'42"W	21.88'
L6	N20°08'27"W	5.00'

\\HLSM-AD1\Public\Projects\Bolling Farms\dwg\Lot 10 SOD.dwg

SHEET 2 OF 2

HLSM, LLC
Henrich–Luke–Swaggerty–Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647–7346
Survey@HLSM.US

Job No: Q–166
Date: 5/26/26
Drawn By: JJR
Scale: 1"=10'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2
FOR SIGNATURE & SEAL

BOLLING FARMS
SECTION 25, TOWNSHIP 20 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

DESCRIPTION

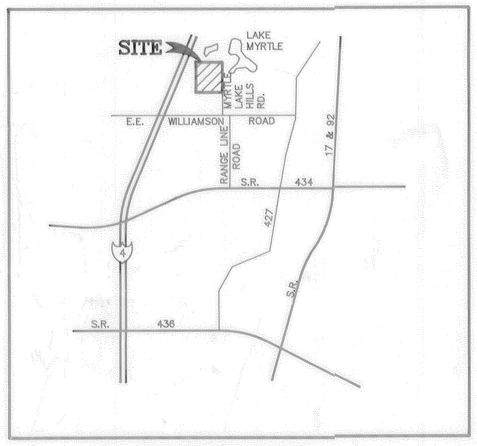
That portion of the Northwest 1/4 of Section 25, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

Begin at the Northeast corner of the Northwest 1/4 of Section 25; thence South 00°52'47" East along the East line of said Northwest 1/4 of Section 25 for 780.18 feet; thence South 89°07'12" West for 33.00 feet to the West right-of-way line of Myrtle Lake Hills Road; thence South 00°52'47" East along said West right-of-way line for 541.99 feet to the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 25; thence North 88°32'41" West along said South line and the northerly line of NORTHRIDGE as recorded in Plat Book 31, Pages 1 through 3 of the Public Records of Seminole County, Florida, for 1249.33 feet to the easterly right-of-way line of State Road No. 400 (I-4) as shown on Florida Department of Transportation Right-of-Way Map Section 77160-2410, Sheet 3; thence along said easterly right-of-way line the following two courses: North 01°18'22" West for 903.23 feet; thence North 00°52'24" West for 416.08 feet to the North line of said Northwest 1/4 of Section 25; thence South 88°44'42" East along said North line for 1288.86 feet to the Point of Beginning.

Containing 38.59 acres, more or less.

NOTE:

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



VICINITY MAP
N.T.S.

HARLING LOCKLIN
(& ASSOCIATES, INC.)
CONSULTING ENGINEERS
PLANNERS • SURVEYORS
850 COURTLAND STREET
ORLANDO, FLORIDA 32804

The undersigned hereby certify that they are the holders of a mortgage, lien or other encumbrance upon the above described property, and that the undersigned hereby join in and consent to the dedication of the lands described above by the owners thereof, and agree that their mortgage, lien, or other encumbrance, which is recorded in Official Record Book _____, Page _____, of the Public Records of Seminole County, Florida, shall be sub-ordinated to the above dedication.

Signed, sealed and delivered in the presence of:

Arlene Carol Craft
Edwin M. Bolling
EDWIN M. BOLLING
Arlene Carol Craft
Dorothy S. Bolling
DOROTHY S. BOLLING

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on May 5, 1992 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared EDWIN M. & DOROTHY S. BOLLING to me known to be the persons described in and who executed the foregoing Joinder and Consent to Dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Arlene Carol Craft
Notary Public
My Commission Expires:

ARLENE CAROLYN CRAFT
MY COMMISSION # CC 101102 EXPIRES
April 8, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the above described property, and that the undersigned hereby joins in and consents to the dedication of the lands described above by the owner thereof, and agrees that its mortgage, lien, or other encumbrance, which is recorded in Official Record Book _____, Page _____, of the Public Records of Seminole County, Florida, shall be sub-ordinated to the above dedication.

Signed, sealed and delivered in the presence of:

Donna Darby
PEOPLES FIRST FINANCIAL SAVINGS AND LOAN ASSOCIATION

STATE OF FLORIDA
COUNTY OF

THIS IS TO CERTIFY, that on May 5, 1992 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ to me known to be the person described in and who executed the foregoing Joinder and Consent to Dedication and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Notary Public, State of Florida
My Commission Expires:
My Commission Expires May 21, 1995
Bonded Thru Troy Fain Insurance, Inc.
CC 111866

Personally Known ____ OR
Type of Identification Produced _____

BOLLING FARMS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate the STREETS, EASEMENTS shown hereon to the perpetual use of the public

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seal on.

WITNESSES:

Arlene Carol Craft
Edwin M. Bolling
EDWIN M. BOLLING
Arlene Carol Craft
Dorothy S. Bolling
DOROTHY S. BOLLING

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on May 5, 1992 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

EDWIN M. BOLLING AND DOROTHY S. BOLLING

to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Arlene Carol Craft
NOTARY PUBLIC
My Commission Expires

ARLENE CAROLYN CRAFT
MY COMMISSION # CC 101102 EXPIRES
April 8, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

PLAT BOOK 45 PAGE 56

BOLLING FARMS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate the STREETS, EASEMENTS shown hereon to the perpetual use of the public

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seal on.

WITNESSES:

Arlene Carol Craft
LARRY A. DALE
Arlene Carol Craft
HUBERT R. EARLY

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on May 5, 1992 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

LARRY A. DALE AND HUBERT R. EARLY

to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Arlene Carol Craft
NOTARY PUBLIC
My Commission Expires

ARLENE CAROLYN CRAFT
MY COMMISSION # CC 101102 EXPIRES
April 8, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a licensed and registered land surveyor, does hereby certify that on JAN. 16, 1992 he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; 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, Fla.

Charles R. Locklin
CHARLES R. LOCKLIN
Dated. JAN. 17, 1992 Registration No. 2774

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

Examined and Approved:

Chairman
5-6-92
Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on MAY 27, 1992 The foregoing plat was approved by the Board of County Commissioners of Seminole County, Fla.

Robert J. Strickland
Chairman of the Board.

Attest: Maynne Spivey
Clerk of the Board.

BY. D.C.

CERTIFICATE OF COUNTY COMPTROLLER

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 5-27-92 at 10:32 AM File No. 2812993

Maynne Spivey
COUNTY COMPTROLLER
In and for Seminole County, Fla.
BY D.C.

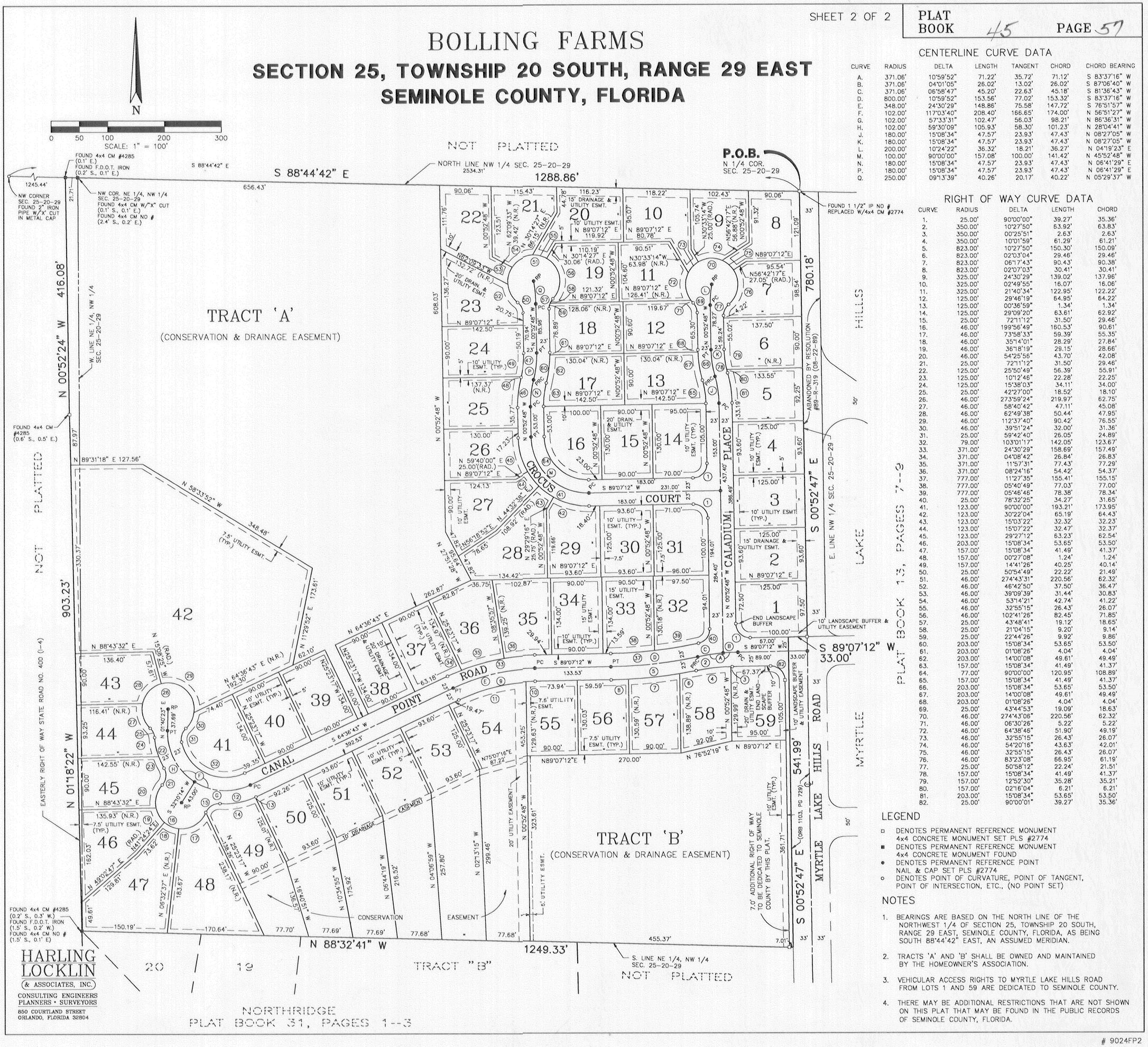
9024FP1

PLAT BOOK 45 PAGE 57

BOLLING FARMS

SECTION 25, TOWNSHIP 20 SOUTH, RANGE 29 EAST

SEMINOLE COUNTY, FLORIDA



CENTERLINE CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
A.	371.06'	10°59'52"	71.22'	35.72'	71.12'	S 83°37'16" W
B.	371.06'	04°01'05"	26.02'	13.02'	26.02'	S 87°06'40" W
C.	371.06'	06°58'47"	45.20'	22.63'	45.18'	S 81°36'43" W
D.	800.00'	10°59'52"	153.56'	77.02'	153.32'	S 83°37'16" W
E.	348.00'	24°30'29"	148.86'	75.58'	147.72'	S 76°51'57" W
F.	102.00'	117°03'40"	208.40'	166.65'	174.00'	N 56°51'27" W
G.	102.00'	57°33'31"	102.47'	56.03'	98.21'	N 86°36'31" W
H.	102.00'	59°30'09"	105.93'	58.30'	101.23'	N 28°04'41" W
J.	180.00'	15°08'34"	47.57'	23.93'	47.43'	N 08°27'05" W
K.	180.00'	15°08'34"	47.57'	23.93'	47.43'	N 08°27'05" W
L.	200.00'	10°24'22"	36.32'	18.21'	36.27'	N 04°19'23" E
M.	100.00'	90°00'00"	157.08'	100.00'	141.42'	N 45°52'48" W
N.	180.00'	15°08'34"	47.57'	23.93'	47.43'	N 06°41'29" E
P.	180.00'	15°08'34"	47.57'	23.93'	47.43'	N 06°41'29" E
Q.	250.00'	09°13'39"	40.26'	20.17'	40.22'	N 05°29'37" W

RIGHT OF WAY CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD
1.	25.00'	90°00'00"	39.27'	35.36'
2.	350.00'	10°27'50"	63.92'	63.83'
3.	350.00'	00°25'51"	2.63'	2.63'
4.	350.00'	10°01'59"	61.29'	61.21'
5.	823.00'	10°27'50"	150.30'	150.09'
6.	823.00'	02°03'04"	29.46'	29.46'
7.	823.00'	06°17'43"	90.43'	90.38'
8.	823.00'	02°07'03"	30.41'	30.41'
9.	325.00'	24°30'29"	139.02'	137.96'
10.	325.00'	02°49'55"	16.07'	16.06'
11.	325.00'	21°40'34"	122.95'	122.22'
12.	125.00'	29°46'19"	64.95'	64.22'
13.	125.00'	00°36'59"	1.34'	1.34'
14.	125.00'	29°09'20"	63.61'	62.92'
15.	25.00'	72°11'12"	31.50'	29.46'
16.	46.00'	199°56'49"	160.53'	90.61'
17.	46.00'	73°58'33"	59.39'	55.35'
18.	46.00'	35°14'01"	28.29'	27.84'
19.	46.00'	36°18'19"	29.15'	28.66'
20.	46.00'	54°25'56"	43.70'	42.08'
21.	25.00'	72°11'12"	31.50'	29.46'
22.	125.00'	25°50'49"	56.39'	55.91'
23.	125.00'	10°12'46"	22.28'	22.25'
24.	125.00'	15°38'03"	34.11'	34.00'
25.	25.00'	42°27'00"	18.52'	18.10'
26.	46.00'	273°59'24"	219.97'	62.75'
27.	46.00'	58°40'42"	47.11'	45.08'
28.	46.00'	62°49'38"	50.44'	47.95'
29.	46.00'	112°37'40"	90.42'	76.55'
30.	46.00'	39°51'24"	32.00'	31.36'
31.	25.00'	59°42'40"	26.05'	24.89'
32.	79.00'	103°01'17"	142.05'	123.67'
33.	371.00'	24°30'29"	158.69'	157.49'
34.	371.00'	04°08'42"	26.84'	26.83'
35.	371.00'	11°57'31"	77.43'	77.29'
36.	371.00'	08°24'16"	54.42'	54.37'
37.	777.00'	11°27'35"	155.41'	155.15'
38.	777.00'	05°40'49"	77.03'	77.00'
39.	777.00'	05°46'46"	78.38'	78.34'
40.	25.00'	78°32'25"	34.27'	31.65'
41.	123.00'	90°00'00"	193.21'	173.95'
42.	123.00'	30°22'04"	65.19'	64.43'
43.	123.00'	15°03'22"	32.32'	32.23'
44.	123.00'	15°07'22"	32.47'	32.37'
45.	123.00'	29°27'12"	63.23'	62.54'
46.	203.00'	15°08'34"	53.65'	53.50'
47.	157.00'	15°08'34"	41.49'	41.37'
48.	157.00'	00°27'08"	1.24'	1.24'
49.	157.00'	14°41'26"	40.25'	40.14'
50.	25.00'	50°54'49"	22.22'	21.49'
51.	46.00'	274°43'31"	220.56'	62.32'
52.	46.00'	46°42'50"	37.50'	36.47'
53.	46.00'	39°09'39"	31.44'	30.83'
54.	46.00'	53°14'21"	42.74'	41.22'
55.	46.00'	32°55'15"	26.43'	26.07'
56.	46.00'	102°41'26"	82.45'	71.85'
57.	25.00'	43°48'41"	19.12'	18.65'
58.	25.00'	21°04'15"	9.20'	9.14'
59.	25.00'	22°44'26"	9.92'	9.86'
60.	203.00'	15°08'34"	53.65'	53.50'
61.	203.00'	01°08'26"	4.04'	4.04'
62.	203.00'	14°00'08"	49.61'	49.49'
63.	157.00'	15°08'34"	41.49'	41.37'
64.	77.00'	90°00'00"	120.95'	108.89'
65.	157.00'	15°08'34"	41.49'	41.37'
66.	203.00'	15°08'34"	53.65'	53.50'
67.	203.00'	14°00'08"	49.61'	49.49'
68.	203.00'	01°08'26"	4.04'	4.04'
69.	25.00'	43°44'53"	19.09'	18.63'
70.	46.00'	274°43'06"	220.56'	62.32'
71.	46.00'	06°30'26"	5.22'	5.22'
72.	46.00'	64°38'46"	51.90'	49.19'
73.	46.00'	32°55'15"	26.43'	26.07'
74.	46.00'	54°20'16"	43.63'	42.01'
75.	46.00'	32°55'15"	26.43'	26.07'
76.	46.00'	83°23'08"	66.95'	61.19'
77.	25.00'	50°58'12"	22.24'	21.51'
78.	157.00'	15°08'34"	41.49'	41.37'
79.	157.00'	12°52'30"	35.28'	35.21'
80.	157.00'	02°16'04"	6.21'	6.21'
81.	203.00'	15°08'34"	53.65'	53.50'
82.	25.00'	90°00'01"	39.27'	35.36'

LEGEND

- □ DENOTES PERMANENT REFERENCE MONUMENT 4x4 CONCRETE MONUMENT SET PLS #2774
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4x4 CONCRETE MONUMENT FOUND
- • DENOTES PERMANENT REFERENCE POINT NAIL & CAP SET PLS #2774
- ○ DENOTES POINT OF CURVATURE, POINT OF TANGENT, POINT OF INTERSECTION, ETC., (NO POINT SET)

NOTES

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, AS BEING SOUTH 88°44'42" EAST, AN ASSUMED MERIDIAN.
2. TRACTS 'A' AND 'B' SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. VEHICULAR ACCESS RIGHTS TO MYRTLE LAKE HILLS ROAD FROM LOTS 1 AND 59 ARE DEDICATED TO SEMINOLE COUNTY.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

9024FP2

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A DRAINAGE AND UTILITY EASEMENT LOCATED ON LOT 10 OF THE BOLLING FARMS SUBDIVISION AS RECORDED IN PLAT BOOK 45, PAGES 56 AND 57 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, Beverly Kay Romine and William John Romine, petitioned the Board to vacate and abandon the drainage and utility easement on the property described in Exhibit A; and

WHEREAS, the Petitioners are 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 drainage and utility easement is in the best interest of the County and the public in that the area in question is not required for drainage and 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(s), the Board finds, determines, and declares that the drainage and 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 11th day of August, 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

Attachment:
Exhibit A – Legal Description

Authority: Section 177.101, Florida Statute

NJB/kly
7/8/2026 7/17/26
T:\Users\Legal Secretary CSB\Planning & Development\Resolutions\2026\Resolution - Caladium Pl Vacate July17(26).docx

Exhibit A

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

DESCRIPTION:

A PORTION OF LOT 10, BOLLING FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 56 AND 57, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 10, BOLLING FARMS; THENCE, ALONG THE NORTH LINE OF SAID LOT 10, S88°44'42"E, A DISTANCE OF 21.07 FEET; THENCE, DEPARTING SAID NORTH LOT LINE, S01°15'18"W, A DISTANCE 10.34 FEET TO THE POINT OF BEGINNING. THENCE, S88°44'42"E, A DISTANCE OF 21.88 FEET; THENCE, S20°07'09"E, A DISTANCE OF 5.00 FEET; THENCE, N88°44'42"W, A DISTANCE OF 21.88 FEET; THENCE, N20°08'27"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING APPROXIMATELY 102 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 25, Township 20 South, Range 29 East, Seminole County, Florida.
2. Bearings shown hereon are assumed relative to North line of Lot 10; Said bearing being, S88°44'42"E.
3. This is not a survey.

William F Menard

Digitally signed by William F Menard
Date: 2026.06.04 10:01:51 -04'00'

\\HLSM-401\Public\Projects\Bolling Farms\dwg\Lot 10 SOD.dwg

SHEET 1 OF 2

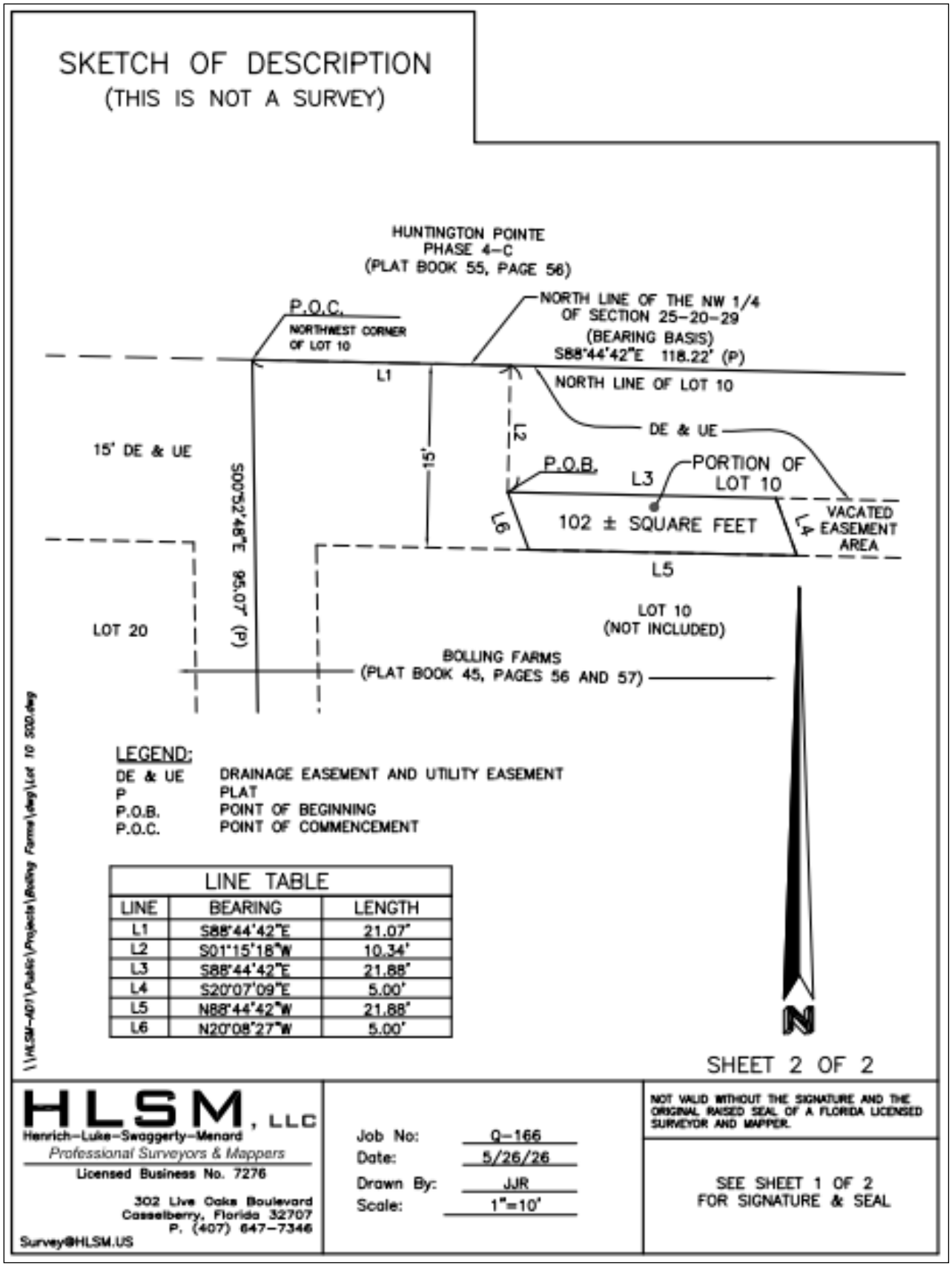
HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346
Survey@HLSM.US

Job No: Q-166
Date: 5/26/26
Drawn By: JJR
Scale: 1"=10'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

Exhibit A


SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)
HUNTINGTON POINTE
PHASE 4-C
(PLAT BOOK 55, PAGE 56)
P.O.C.
NORTHWEST CORNER
OF LOT 10
NORTH LINE OF THE NW 1/4
OF SECTION 25-20-29
(BEARING BASIS)
S88°44'42"E 118.22' (P)
NORTH LINE OF LOT 10
L1
L2
DE & UE
15' DE & UE
15'
S00°52'48"E 95.07' (P)
P.O.B.
L3
PORTION OF
LOT 10
L6
102 ± SQUARE FEET
L4
VACATED
EASEMENT
AREA
L5
LOT 20
LOT 10
(NOT INCLUDED)
BOLLING FARMS
(PLAT BOOK 45, PAGES 56 AND 57)
LEGEND:
DE & UE DRAINAGE EASEMENT AND UTILITY EASEMENT
P PLAT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
LINE TABLE
LINE BEARING LENGTH
L1 S88°44'42"E 21.07'
L2 S01°15'18"W 10.34'
L3 S88°44'42"E 21.88'
L4 S20°07'09"E 5.00'
L5 N88°44'42"W 21.88'
L6 N20°08'27"W 5.00'
N
SHEET 2 OF 2
HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346
Survey@HLSM.US
Job No: Q-166
Date: 5/26/26
Drawn By: JJR
Scale: 1"=10'
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SEE SHEET 1 OF 2
FOR SIGNATURE & SEAL

RESOLUTION NO.: 2001-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 9th DAY OF January A.D., 2001.

RESOLUTION

Whereas, a Petition was presented on behalf of

WILLIAM J & BEVERLY K ROMINE

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage and utility easement to-wit:

That part of Section 25, Township 20, Range 29, Seminole County, Florida described as follows: That part of a 15.00 foot wide Drainage and Utility Easement lying South of and adjacent to the Northerly line of Lot 10, BOLLING FARMS, recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County, Florida and being more particularly described as follows: Commence at the Northeast corner of said Lot 10, BOLLING FARMS, thence S 00°52'48" E, 15.01 feet along the Easterly line of said Lot 10 to the Southerly line of said 15.00 foot wide Drainage and Utility Easement; thence N 88°44'42" W, 29.00 feet along said Southerly line for a Point of Beginning; thence continue N 88°44'42" W, 45 feet along said Southerly line; thence leaving said Southerly line run N 20°07'09" W, 5.00 feet; thence S 88°44'42" E, 45.00 feet; thence S 20°07'09" E, 5.00 feet to the Point of Beginning. As depicted in attached "Exhibit A".

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage and utility easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage and utility easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 9th day of January A. D., 2001.

REVIEWED
JAN 25 2001
SEMINOLE COUNTY
PLANS EXAMINER

ATTEST:

MARYANNE MORSE

CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY: _____

DICK VAN DER WEIDE

CHAIRMAN

Approved 5-0

Item # 65

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Vacate and abandon a portion of a Drainage and Utility Easement for William J. and Beverly K. Romine

DEPARTMENT: Planning & Development **DIVISION:** Development Review

AUTHORIZED BY: Donald S. Fisher **CONTACT:** John Omana 30+08 **EXT.** 7438

Agenda Date: 1/9/01 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☒ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:
Adopt a Resolution to vacate and abandon the most southerly 5 feet of a 15.00 foot wide Drainage and Utility easement at 1932 Caladium Place.
District 2 – Morris (John Omana, Principal Planner)

REVIEWED
JAN 25 2001
SEMINOLE COUNTY
PLANS EXAMINER

BACKGROUND:

The applicants, William and Beverly Romine, are requesting the adoption of a Resolution to vacate and abandon the southerly 5 feet of a 15 foot Drainage and Utility Easement; the easement is located in Lot 10, Bolling Farms, recorded in Plat Book 45, Pages 56 and 57. The purpose of the request is to allow for the construction of a swimming pool with enclosure. The pool construction will require the construction of a swale.

The property is located at the west side of Myrtle Lake Hills Road and 3/8 mile north of E.E. Williamson Road in Section 25, Township 20S and Range 29E.

The applicant has submitted letters from the utility companies stating they have no objection to the vacation. Therefore, Staff recommends the adoption of the attached Resolution vacating a portion of the utility and drainage easement as described in said Resolution subject to the submission and approval of a swale cross-section to insure the functionality of the drainage system, as prescribed by the approved plans of the subdivision dated 12/18/1991. The applicant has agreed to provide a cross-section for the drainage swale at the time of the building permit stage.

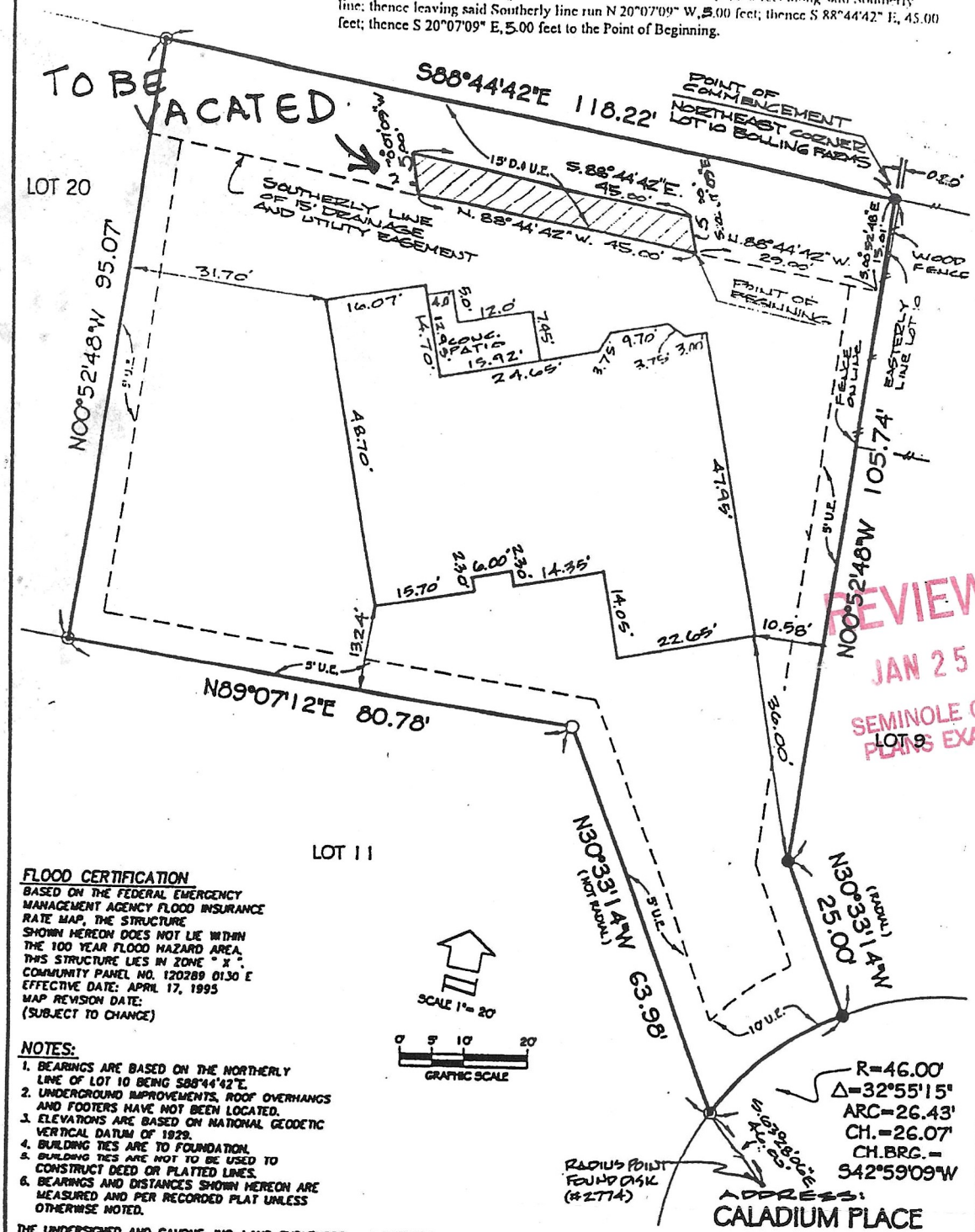
Attachment:
Resolution

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

File No. ph130pdd01

RES. NO. _____

DESCRIPTION: That part of a 15.00 foot wide Drainage and Utility Easement lying South of and adjacent to the Northerly line of Lot 10, BOLLING FARMS, recorded in Plat Book 45, Pages 56 and 57 of the Public Records of Seminole County, Florida and being more particularly described as follows: Commence at the Northeast corner of said Lot 10, BOLLING FARMS, thence S 00°52'48" E, 15.01 feet along the Easterly line of said Lot 10 to the Southerly line of said 15.00 foot wide Drainage and Utility Easement; thence N 88°44'42" W, 29.00 feet along said Southerly line for a Point of Beginning; thence continue N 88°44'42" W, 45.00 feet along said Southerly line; thence leaving said Southerly line run N 20°07'09" W, 5.00 feet; thence S 88°44'42" E, 45.00 feet; thence S 20°07'09" E, 5.00 feet to the Point of Beginning.



REVIEWED
JAN 25 2001
SEMINOLE COUNTY PLANS EXAMINER

FLOOD CERTIFICATION

BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, THE STRUCTURE SHOWN HEREON DOES NOT LIE WITHIN THE 100 YEAR FLOOD HAZARD AREA. THIS STRUCTURE LIES IN ZONE " X ". COMMUNITY PANEL NO. 120289 0130 E EFFECTIVE DATE: APRIL 17, 1995 MAP REVISION DATE: (SUBJECT TO CHANGE)

NOTES:

1. BEARINGS ARE BASED ON THE NORTHERLY LINE OF LOT 10 BEING S88°44'42"E.
2. UNDERGROUND IMPROVEMENTS, ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
3. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
4. BUILDING TIES ARE TO FOUNDATION.
5. BUILDING TIES ARE NOT TO BE USED TO CONSTRUCT DEED OR PLATTED LINES.
6. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED AND PER RECORDED PLAT UNLESS OTHERWISE NOTED.

THE UNDERSIGNED AND CAVONE, INC. LAND SURVEYORS and MAPPERS MAKE NO RESERVATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

ABBREVIATIONS/LEGEND:

◉ FOUND 1 1/4" IRON PIPE (LS 2005) ● FOUND ½" IRON ROD (LB#1 LANDTECH) ○ FOUND ½" IRON ROD (LS 3144) □ FOUND CONCRETE MONUMENT

NO.-NUMBER	P.T.-POINT OF TANGENCY	CONC.-CONCRETE	P.R.C.-POINT OF REVERSE CURVATURE	D.E.-DRAINAGE EASEMENT
R.-RADIUS	P.I.-POINT OF INTERSECTION	L.S.-LAND SURVEYOR	P.C.C.-POINT OF COMPOUND CURVATURE	U.E.-UTILITY EASEMENT
CH.-CHORD	P.C.-POINT OF CURVATURE	O.R.-OFFICIAL RECORDS	S.&U.E.-SIDEWALK & UTILITY EASEMENT	D.U.&S.E.-DRAINAGE, UTILITY & SIDEWALK EASEMENT
ARC-ARC LENGTH	L.B.-LICENSED BUSINESS	CH.BRG.-CHORD BEARING	D.&U.E.-DRAINAGE & UTILITY EASEMENT	
℄ CENTERLINE	A/C-AIR CONDITIONER PAD	Δ DELTA (CENTRAL ANGLE)		

CAVONE, INC.
LAND SURVEYORS AND MAPPERS
300 COUNTY ROAD 427 SOUTH
LONGWOOD, FLORIDA 32750-3489
TELEPHONE (407) 830-9080
FAX No. (407) 339-3636

THIS SURVEY NOT VALID UNLESS EMBOSSED WITH THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Dominick F. Cavone

DOMINICK F. CAVONE - PRESIDENT
FLORIDA SURVEYOR & MAPPER NUMBER 2005
LICENSED BUSINESS NUMBER 5073

SKETCH OF DESCRIPTION
10-26-2000

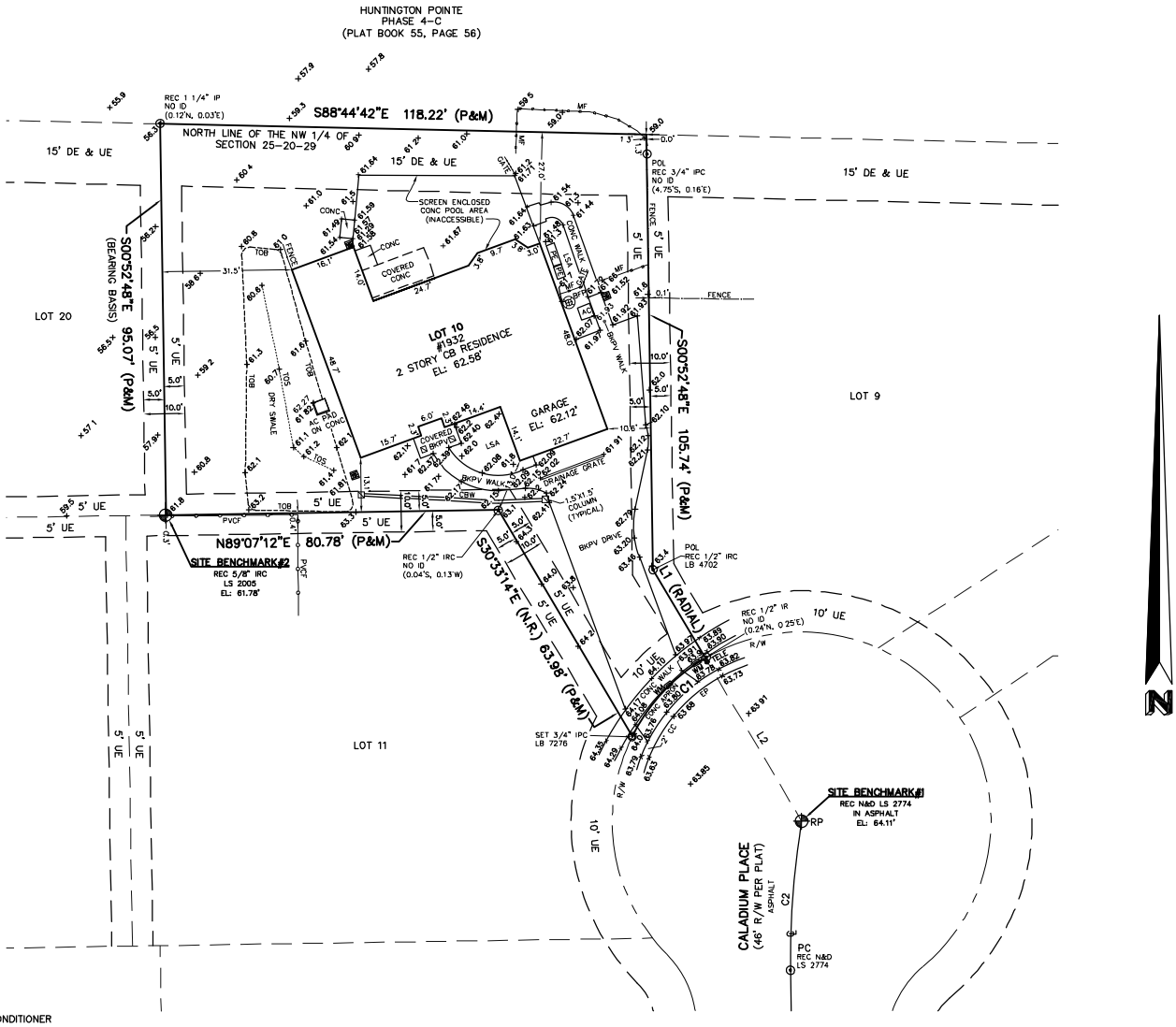
W.O. STAKE LOT 2000-8261 W.O. STAKE HOUSE 2000-8261 W.O. FORM CHECK _____
W.O. FOUNDATION 2000-10602 W.O. FINAL _____ W.O. RECERT _____

LOT by CBP
CADD FILE: BOLLING10.DWG

EXHIBIT "A"

DESCRIPTION:

LOT 10, BOLLING FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 56 AND 57, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



LEGEND:

AC	AIR CONDITIONER
BFP	BACKFLOW PREVENTER
BKPV	BRICK PAVER
C	CALCULATED
CB	CONCRETE BLOCK
CBW	CONCRETE BLOCK WALL
CC	CONCRETE CURB
CONC	CONCRETE
DE	DRAINAGE EASEMENT
EL	ELEVATION
EP	EDGE OF PAVEMENT
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
LSA	LANDSCAPE AREA
M	MEASURED
MF	METAL FENCE
N.R.	NON-RADIAL
N&D	NAIL AND DISC
P	PLAT
PC	POINT OF CURVATURE
PE	POOL EQUIPMENT
POL	POINT ON LINE
PVCF	POLY VINYL CHLORIDE FENCE
R/W	RIGHT-OF-WAY
REC	RECOVERED
RP	RADIUS POINT
TELE	TELEPHONE RISER
UE	UTILITY EASEMENT
WF	WOOD FENCE
WM	WATER METER
X00.00	SPOT ELEVTION
℄	CENTERLINE
YD	YARD DRAIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°33'14"E	25.00' (P&M)
L2	S30°33'14"E	46.00' (C)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	46.00'	32°55'15"	26.43'	S42°59'49"W (C)	26.07' (P&M)
C2	200.00'	10°24'22"	36.32'	S04°19'23"W	36.27' (P&M)

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 25, Township 20 South, Range 29 East, Seminole County, Florida.
2. This survey represents a survey made on the ground under the supervision of the signing surveyor, unless otherwise noted.
3. Underground improvements or underground foundations have not been located except as noted.
4. This survey does not reflect or determine ownership.
5. All easements of which the surveyor has knowledge of, or has been furnished, have been noted on this map.
6. No title data has been provided to this surveyor unless otherwise noted.
7. Bearings shown hereon are assumed relative to the West property line of Lot 10; Said bearing being, S00°52'48"E per plat.
8. According to the Federal Insurance Rate Map, this property lies in Zone "X", Community Panel number 12117C0155 F, Dated: 9/28/2007.
9. Elevations shown hereon are based on Seminole County benchmark #8170306, having an elevation of 52.935' relative to the North American Vertical Datum 1988 (NAVD 88).

SHEET 1 OF 1

BOUNDARY & TOPOGRAPHIC SURVEY

FOR

BILL ROMINE

HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276

302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346
Survey@HLSM.US

REVISIONS

Rev._____ Date:_____
Rev._____ Date:_____
Rev._____ Date:_____
Rev._____ Date:_____

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Job No:	P-426
Field Date:	11/12/25
Drawn By:	JJR
Field By:	BK/LL
Scale:	1"=20'

No. LS5625
STATE OF FLORIDA
William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

P:\Projects\Bolling Farms\dwg\Lot 10.dwg

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

File Number: 2026-0651

Title:

Approve and authorize the County Manager to execute HMGP contracts, work orders, purchasing contracts, and related grant modification documents for the Hazard Mitigation Grant Program (HMGP) Hurricane Ian grant to elevate (2) properties at 804 Agnes Drive and 812 Underoak Drive, Altamonte Springs, FL 32701 for flood protection; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-045 through the FEMA Federal Mitigation Grant Funds in the amount of $311,704.53. District4 - Lockhart **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The Board approved the HMGP grant applications for the purpose of flood protection of the property at 804 Agnes Drive, Altamonte Springs, FL 32701 and 812 Underoak Drive, Altamonte Springs, FL 32701 through the elevation of the home structures at these sites. FEMA has awarded the County HMGP contracts for the Federal amounts to complete the elevations of the properties and associated management costs. The grant match requirements will be paid by the resident. No County Funds will be used for this project.
BAR 26-045 in the amount of $311,704.53 will appropriate the budget for these projects.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute HMGP contracts, work orders, purchasing contracts, and related grant modification documents for the Hazard Mitigation Grant Program (HMGP) Hurricane Ian grant to

elevate (2) properties at 804 Agnes Drive and 812 Underoak Drive, Altamonte Springs, FL 32701 for flood protection; and authorize the Chairman to execute a Budget Amendment Request (BAR) 26-045 through the FEMA Federal Mitigation Grant Funds in the amount of $311,704.53.

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2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-045**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management / Emergency Management

Fund(s): 11933 Federal Mitigation Grants

RM Recommendation	
A. Evanovich	7/15/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

To apropriate funding for HMGP-Ian grants for home elevations of #4673-065 804 Agnes Dr, Altamonte Springs and #4673-096 812 Underoak Drive, Altamonte Springs

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	11933	10026002	331510		DISASTER RELIEF (FEMA)		3315100001	129,678.47
Revenue	11933	10026003	331510		DISASTER RELIEF (FEMA)		3315100001	182,026.06
Revenue								
Revenue								
						Total Sources		**311,704.53**
Expenditure	11933	10026002	530490		OTHER CHARGES/OBLIGATIONS		4900561009	8,009.72
Expenditure	11933	10026002	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	5,793.75
Expenditure	11933	10026002	560620	00001	BUILDINGS		6200556001	115,875.00
Expenditure	11933	10026003	530490		OTHER CHARGES/OBLIGATIONS		4900561009	11,251.06
Expenditure	11933	10026003	530499		CHARGES/OBLIGATIONS-CONTINGENC		4999999901	5,775.00
Expenditure	11933	10026003	560620	00001	BUILDINGS		6200556001	165,000.00
Expenditure								
Expenditure								
						Expenditure Sub-Total		311,704.53
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**311,704.53**

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:_____

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Seminole County
PROJECT #:	4673-096-R
PROJECT TITLE:	Seminole County, Underoak Drive, Elevation
CONTRACT #:	H1413
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kathryn Valentine Mitigation and Resiliency Manager 150 Eslinger Way Sanford, Florida 32773

Enclosed is your copy of the proposed contract/modification between **Seminole County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at Megan.Mulder@yagroup.com.

Agreement Number: **H1413**

Project Number: **4673-096-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Seminole County
Sub-Recipient's unique entity identifier (UEI/FEIN):	JPJLF4QHYR13 / 596000856
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$176,251.06
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$182,026.06
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$182,026.06
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Megan.Mulder@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Megan Mulder
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-583-6215
Email: Megan.Mulder@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kathryn Valentine
Mitigation and Resiliency Manager
150 Eslinger Way
Sanford, Florida 32773
Telephone: 407-665-1012
Email: kvalentine@seminolecountyfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$176,251.06**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: SEMINOLE COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____

County Attorney
RM
1/8/26

Attachments:

Exhibit A	Legal Property Description
Exhibit B	Structural Analysis
Exhibit C	Property Site Plan and Elevation Drawings
Exhibit D	Description and Inventory of Provider Facilities
Exhibit E	Seminole County, Minimum Amounts for Provider's Insurance.

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EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$176,251.06**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate a single-family residential structure in Altamonte Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-096-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to a single-family residential structure located at 812 Underoak Drive, Altamonte Springs, Florida 32701.

The scope of work of the proposed project shall elevate the existing structure above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. The property is a one-story concrete block structure built in 1971 on a slab on grade foundation and located within the AE flood zone with a current Lowest Floor Elevation (LFE) of 88.54 feet NAVD88 and a Base Flood Elevation (BFE) of 91.00 feet NAVD88 per the United States Geological Survey (USGS) and the effective Flood Insurance Rate Map (FIRM), respectively. The property is prone to flooding and has been subject to repetitive flooding. This susceptibility is attributed to its location in an AE flood zone within the Special Flood Hazard Area (SFHA).

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new stem wall foundation system with piers per engineering design to the proposed minimum Design Floor Elevation (DFE) of 93.00 feet NAVD88. A new concrete slab shall be formed and poured under the elevated structure, and appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the home is structurally sound and can withstand elevation. The proposed project intends to reduce or eliminate future flood damages to this low-lying property.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	812 Underoak Drive, Altamonte Springs, Florida 32701	(28.655565, -81.361931)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's

specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Letter verifying if prehistoric or historic artifacts were encountered at any time within the project site area and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

k) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share

and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour

including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of a single-family residential structure, located on Underoak Drive in Altamonte Springs, Florida 32701, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

    b) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic

Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

c) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

23) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-096-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 11, 2026 and the Period of Performance for this project shall end on **May 31, 2028.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$50,000.00	$37,500.00	$12,500.00
Labor:	$154,400.00	$115,800.00	$38,600.00
Fees:	$15,600.00	$11,700.00	$3,900.00
Initial Agreement Amount:	**$220,000.00**	**$165,000.00**	**$55,000.00**
***Contingency Funds:	$7,700.00	$5,775.00	$1,925.00
Project Total:	**$227,700.00**	**$170,775.00**	**$56,925.00**
****SRMC**			
SRMC:	$11,251.06	$11,251.06	
SRMC Total:	**$11,251.06**	**$11,251.06**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $7,700.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $11,251.06 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

ID#	Address	Budget per address	Federal Share
1)	812 Underoak Drive, Altamonte Springs, Florida 32701	$227,700.00	$170,775.00

Funding Summary Totals

Federal Share:	$170,775.00	(75.00%)
Non-Federal Share:	$56,925.00	(25.00%)
Total Project Cost:	**$227,700.00**	**(100.00%)**
SRMC (100% Federal)	$11,251.06	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Seminole County

REMIT ADDRESS: 91 Eslinger Way

CITY: Sanford STATE: Florida ZIP CODE: 32773

PROJECT TYPE: Elevation PROJECT #: 4673-096-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1413

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Seminole County PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-096-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1413

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: SEMINOLE COUNTY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Seminole County **PROJECT #:** 4673-096-R

PROJECT TYPE: Elevation **CONTRACT #:** H1413

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Seminole County
Sub-Recipient's Name

H1413
DEM Contract Number

4673-096-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-096-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 176,251.06

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: JPJLF4QHYR13

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to a single-family residential structure located at 812 Underoak Drive, Altamonte Springs, Florida 32701.

The scope of work of the proposed project shall elevate the existing structure above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. The property is a one-story concrete block structure built in 1971 on a slab on grade foundation and located within the AE flood zone with a current Lowest Floor Elevation (LFE) of 88.54 feet NAVD88 and a Base Flood Elevation (BFE) of 91.00 feet NAVD88 per the United States Geological Survey (USGS) and the effective Flood Insurance Rate Map (FIRM), respectively. The property is prone to flooding and has been subject to repetitive flooding. This susceptibility is attributed to its location in an AE flood zone within the Special Flood Hazard Area (SFHA).

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new stem wall foundation system with piers per engineering design to the proposed minimum Design Floor Elevation (DFE) of 93.00 feet NAVD88. A new concrete slab shall be formed and poured under the elevated structure, and appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the home is structurally sound and can withstand elevation. The proposed project intends to reduce or eliminate future flood damages to this low-lying property.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	812 Underoak Drive, Altamonte Springs, Florida 32701	(28.655565, -81.361931)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) 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 U.S.C. 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.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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 U.S.C. 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Seminole County
PROJECT #:	4673-065-R
PROJECT TITLE:	Seminole County, Agnes Drive #1, Elevation
CONTRACT #:	H1285
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kathryn Valentine Mitigation and Resiliency Manager 150 Eslinger Way Sanford, Florida 32773

Enclosed is your copy of the proposed contract/modification between **Seminole County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at Margaret.Mulder@em.myflorida.com.

Agreement Number: **H1285**

Project Number: **4673-065-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Seminole County
Sub-Recipient's unique entity identifier (UEI/FEIN):	JPJLF4QHYR13 / 596000856
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 3, 2026
Subaward Period of Performance Start and End Date:	March 3, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$123,884.72
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$129,678.47
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$129,678.47
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Margaret.Mulder@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Margaret Mulder
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-583-6215
Email: Margaret.Mulder@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Kathryn Valentine
   Mitigation and Resiliency Manager
   150 Eslinger Way
   Sanford, Florida 32773
   Telephone: 407-665-1012
   Email: kvalentine@seminolecountyfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 3, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$123,884.72**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: SEMINOLE COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____

County Attorney
RM
1/8/26

Attachments:

Exhibit A	Legal Property Description
Exhibit B	Structural Analysis
Exhibit C	Property Site Plan and Elevation Drawings
Exhibit D	Description and Inventory of Provider Facilities
Exhibit E	Seminole County, Minimum Amounts for Provider's Insurance.

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EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$123,884.72**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate a single-family residential structure in Altamonte Springs, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-065-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to a single-family residential structure located at 804 Agnes Drive, Altamonte Springs, Florida 32701.

The scope of work of the proposed project shall elevate the existing structure above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. The property is a one-story concrete block structure built in 1959 on a slab-on-grade foundation and located within the AE flood zone with a current Lowest Floor Elevation (LFE) of 88.25 feet NAVD88 and a Base Flood Elevation (BFE) of 91 feet NAVD88 per FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. The property is prone to flooding and has been subject to repetitive flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA) adjacent to Lake Maltbie.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new stem wall with footers and piers foundation system to the proposed minimum Design Floor Elevation (DFE) of 93.0 feet NAVD88. A new concrete slab shall be formed and poured under the elevated structure, and appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the home is structurally sound and can withstand elevation. The proposed project intends to reduce or eliminate future flood damages to this low-lying property.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	804 Agnes Drive, Altamonte Springs, Florida 32701	(28.659132, -81.361875)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's

specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying compliance with the National Historic Preservation Act, to include if prehistoric or historic artifacts, archaeological features or deposits or human remains were encountered during project activities and, if so, that they were handled in accordance with Florida Statutes, Section 872.05.

j) Verification letter or documentation stating that all construction activities occurred within the existing footprint of the property and that no staging of equipment occurred in the areas designated as a floodplain.

k) Copy of floodplain permit and verification of compliance prior to initiation of work; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour

including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of a single-family residential structure in Altamonte Springs, Florida 32701, to include building and site preparation, along with the disconnection and reconnection of utilities.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) All construction activities must occur within the existing footprint of the property. There shall be no staging of equipment in the areas designated as a floodplain. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood

insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

21) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

    b) **EO 11988 CONDITION:** All construction activities must occur within the existing footprint of the property. There shall be no staging of equipment in the areas designated as a floodplain. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be

required at project closeout. **Source of condition**: Executive Order 11988 – Floodplains **Monitoring Required: No**

c) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

d) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

22) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

23) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-065-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 3, 2026, and the Period of Performance for this project shall end on **May 31, 2028.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$50,000.00	$37,500.00	$12,500.00
Labor:	$88,900.00	$66,675.00	$22,225.00
Fees:	$15,600.00	$11,700.00	$3,900.00
Initial Agreement Amount:	**$154,500.00**	**$115,875.00**	**$38,625.00**
***Contingency Funds:	$7,725.00	$5,793.75	$1,931.25
Project Total:	**$162,225.00**	**$121,668.75**	**$40,556.25**
****SRMC**			
SRMC:	$8,009.72	$8,009.72	
SRMC Total:	**$8,009.72**	**$8,009.72**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $7,725.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $8,009.72 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

ID#	Address	Budget per address	Federal Share
1)	804 Agnes Drive, Altamonte Springs, Florida 32701	$162,225.00	$121,668.75

Funding Summary Totals

Federal Share:	$121,668.75	(75.00%)
Non-Federal Share:	$40,556.25	(25.00%)
Total Project Cost:	**$162,225.00**	**(100.00%)**
SRMC (100% Federal)	$8,009.72	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Seminole County

REMIT ADDRESS: 91 Eslinger Way

CITY: Sanford STATE: Florida ZIP CODE: 32773

PROJECT TYPE: Elevation PROJECT #: 4673-065-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1285

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Seminole County PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-065-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1285

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: SEMINOLE COUNTY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Seminole County **PROJECT #:** 4673-065-R

PROJECT TYPE: Elevation **CONTRACT #:** H1285

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Seminole County
Sub-Recipient's Name

H1285
DEM Contract Number

4673-065-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-065-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 123,884.72

OBLIGATION/ACTION DATE: March 3, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: JPJLF4QHYR13

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to a single-family residential structure located at 804 Agnes Drive, Altamonte Springs, Florida 32701.

The scope of work of the proposed project shall elevate the existing structure above the Base Flood Elevation (BFE) with at least 2.0 feet of freeboard. The property is a one-story concrete block structure built in 1959 on a slab-on-grade foundation and located within the AE flood zone with a current Lowest Floor Elevation (LFE) of 88.25 feet NAVD88 and a Base Flood Elevation (BFE) of 91 feet NAVD88 per FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively. The property is prone to flooding and has been subject to repetitive flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA) adjacent to Lake Maltbie.

The scope of work for this elevation project shall involve building and site preparation, along with the disconnection of utilities. The existing structure shall be raised on a new stem wall with footers and piers foundation system to the proposed minimum Design Floor Elevation (DFE) of 93.0 feet NAVD88. A new concrete slab shall be formed and poured under the elevated structure, and appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. A professional engineer shall verify that the home is structurally sound and can withstand elevation. The proposed project intends to reduce or eliminate future flood damages to this low-lying property.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates

1)	804 Agnes Drive, Altamonte Springs, Florida 32701	(28.659132, -81.361875)	

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) 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 U.S.C. 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.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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 U.S.C. 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

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

File Number: 2026-0656

Title:

Approve and authorize the Chairman to execute Updated Certificates of Public Convenience and Necessity (COPCN's) for Lifefleet Southeast, Inc. dba American Medical Response, RG Ambulance Service, Inc. dba American Ambulance and Medfleet L.L.C. dba ATI Ambulance. Countywide **(Matt Kinley, Fire Chief)**

Division:

Fire Department

Authorized By:

Matt Kinley

Contact/Phone Number:

Shelly Brubaker/407-665-5179

Background:

On June 23, 2026, Lifefleet Southeast, Inc. d/b/a American Medical Response, RG Ambulance Service, Inc. d/b/a American Ambulance, and Medfleet L.L.C. d/b/a ATI Ambulance were issued a Certificate of Public Convenience and Necessity (COPCN) to provide Advanced Life Support (ALS) and Basic Life Support (BLS) interfacility transport services within the geographical boundaries of Seminole County, Florida, for the period of July 1, 2026, through June 30, 2029, pursuant to Section 17.4 of the Seminole County Code.

Subsequent to the issuance of the COPCN, the providers submitted an amendment to their application requesting authorization to expand the scope of the existing COPCN to include ALS and BLS transportation services for residents of Seminole County originating from private locations. Approval of the amendment would authorize the providers to perform both interfacility transports and transports originating from private residences and other private locations within Seminole County, subject to the terms and conditions of the COPCN and applicable County regulations.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute Updated

Certificates of Public Convenience and Necessity (COPCN's) for Lifefleet Southeast, Inc. dba American Medical Response, RG Ambulance Service, Inc. dba American Ambulance, and Medfleet L.L.C. dba ATI Ambulance.

UPDATED
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, Seminole County issued a Certificate of Public Convenience and Necessity on June 23rd 2026, allowing for **LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE** to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, LIFEFLEET SOUTHEAST INC., d/b/a AMERICAN MEDICAL RESPONSE has amended their application to include ALS Transport and BLS Transport; and

WHEREAS, it has been demonstrated that there is a need **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 Transport, BLS Transport, 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 Transport, BLS Transport, 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
7/23/2026
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UPDATED
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, Seminole County issued a Certificate of Public Convenience and Necessity on June 23rd 2026, allowing for **MEDFLEET L.L.C. d/b/a ATI AMBULANCE** to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, MEDFLEET L.L.C. d/b/a ATI AMBULANCE has amended their application to include ALS Transport and BLS Transport; 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 Transport, BLS Transport, 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 Transport, BLS Transport, 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
7/23/2026
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UPDATED
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, Seminole County issued a Certificate of Public Convenience and Necessity on June 23rd 2026, allowing for **RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE** to provide ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, pursuant to Section 17.4 of the Seminole County Code; and

WHEREAS, RG AMBULANCE SERVICE INC. d/b/a AMERICAN AMBULANCE has amended their application to include ALS Transport and BLS Transport; 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 Transport, BLS Transport, 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.

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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 Transport, BLS Transport, 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:_____

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7/23/2026
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COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0673

Title:

Request Board approval to ratify a grant application to the U.S. Department of Transportation for the Fiscal Years 2025 and 2026 Advanced Transportation and Innovation Competitive Grant Program requesting $8,452,000 for purchase and installation of safety equipment for traffic signals including Connecting Vehicle (CV) Road Side Units, Intersection Movement Cameras (IMCs), CCTV Cameras, Uninterruptible Power Supply (UPS), and expansion of the Scout program for a dedicated corridor route from the City of Altamonte Springs SunRail station to the University of Central Florida; and authorize the County Manager or designee to execute all grant documents. Countywide **(Tawny Olore, Public Works Director)**

Division:

Public Works

Authorized By:

Tawny Olore/Public Works Director

Contact/Phone Number:

George Woodring/407-665-7168

Background:

The U.S. Department of Transportation has released its Fiscal Year 2025 and 2026 Advanced Technology and Innovation (ATTAIN) grant funding for advanced safety systems and integrated corridor management system. The Implementation grant can request up to $10 million of Federal funding with a local match of 20%. The application was submitted on 7/24/2026.

The Seminole County Connected Vehicle and Intelligent Transportation Systems Initiative application has requested $8,452,000 of Federal funding with a match of $2,113,000 for upgrading all traffic signals in Seminole County with the latest technology to improve safety throughout the County. This is to reduce accidents and support the expansion of Seminole County's existing Scout on-demand transportation service through Freebee service expansion contract to include three dedicated vehicles with maintenance and operation serving a defined corridor from the City of

Altamonte Springs SunRail Station to the University of Central Florida (UCF).

Requested Action:

Staff requests the Board approval to ratify a grant application to the U.S. Department of Transportation for the Fiscal Years 2025 and 2026 Advanced Transportation and Innovation Competitive Grant Program requesting $8,452,000 for purchase and installation of safety equipment for traffic signals including Connecting Vehicle (CV) Road Side Units, Intersection Movement Cameras (IMCs), CCTV Cameras, Uninterruptible Power Supply (UPS), and expansion of the Scout program for a dedicated corridor route from the City of Altamonte Springs SunRail station to the University of Central Florida; and authorize the County Manager or designee to execute all grant documents.

Fiscal Years 2025 and 2026 Advanced Transportation Technology and Innovation Competitive Grant Program
Application Template

This is the Application Template for Fiscal Years (FYs) 2025 and 2026 Advanced Transportation Technology and Innovation (ATTAIN) Competitive Grant Program.

Submission of this Application Template is required as part of a complete application package. The Application Template, in conjunction with the allowable attachments and standard forms, must provide all information necessary for the U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) to determine if the project meets the eligibility requirements described in the Notice of Funding Opportunity (NOFO) Section B and to evaluate the criteria specified in NOFO Section F. DOT will consider applications submitted without the completed template as incomplete and will not review the submission. DOT encourages applicants to review the NOFO in its entirety to ensure that their project is eligible and the application includes all required information and documentation.

I. SUMMARY

Project Name:	Seminole County Connected Vehicle and Intelligent Transportation Systems Initiative
Eligible Entity Applying to Receive Federal Funding:	Seminole County
Eligible applicant type:	Local Government
Total Project Cost: (*from all sources*)	$10,565,000
ATTAIN Competitive Grant Program funding request:	$ 8,452,000
State(s) in which the project is located:	Florida
Lead Applicant Point of Contact information *(name address, phone numbers, email)***:**	George Woodring (407) 665-7168 gwoodring@seminolecountyfl.gov 1101 East First Street Sanford, FL 32771

Project Abstract: *Summarize project work to be completed under the project and succinctly describe how the ATTAIN Competitive Grant Program funds would be used to complete the project.*

ATTAIN funding will support the procurement, installation, integration, and operation of advanced ITS technologies, including Connected Vehicle Roadside Units (RSUs), closed-circuit television (CCTV) cameras, uninterruptible power supply (UPS) systems, Intersection Movement Count (IMC) cameras, and Integrated Safety Modules capable of monitoring near-miss events and collecting real-time transportation system performance data. RSUs, CCTV, and UPS systems will be deployed countywide, completing coverage across all 419 of Seminole County's signalized intersections, while IMC cameras and Integrated Safety Modules will be concentrated within a 150-signal Service Area that corresponds with the Scout on-demand transportation initiative — providing transportation to one of Central Florida's most vital economic corridors. Building upon Seminole County's existing ITS infrastructure — including its fiber communications network, Traffic Management Center, and Signal Siren emergency vehicle preemption platform — these technologies will create a connected transportation network that supports real-time operational awareness, proactive traffic management, transportation system strength, connected vehicle readiness, and data-driven corridor management.

The deployed infrastructure will also provide the data necessary to monitor corridor operations, evaluate transit signal priority strategies, improve travel time reliability, and support future connected vehicle and active traffic management applications. This will improve the mobility of people and goods throughout the county; increase driver, passenger, and pedestrian safety; and provide a tool for asset monitoring to prioritize investment decisions and improve infrastructure management. This targeted deployment strategy will allow the County to manage the Service Area and support roadway network as an integrated transportation system rather than as individual intersections.

ATTAIN funding will also support the expansion of Seminole County's existing Scout on-demand transportation service through Freebee service expansion contract to include three dedicated vehicles with maintenance and operation serving a defined City of Altamonte Springs SunRail Station-to-University of Central Florida (UCF) corridor. The expanded service will strengthen connections between regional commuter rail, higher education, employment centers, and surrounding communities while providing residents, students, employees, and visitors with a flexible, technology-enabled transportation option that complements the County's broader transportation network. This project provides cost efficiency by building existing fiber and technology systems and improves economic benefits due to reduced delay by improving transportation asset performance. It accomplishes this by assisting the County in targeting known congestion areas and allowing the County to measure and improve network performance in real time. It does all of this without reducing lanes or lane width while also avoiding the creation of artificial chokepoints. The Scout expansion service by dedicating additional transit vehicles to the project corridor while implementing, testing, and optimizing intelligent traffic management system enhancements. The demonstration will evaluate the combined impact of connected traffic operations and enhanced on-demand transit on reducing congestion, improving travel time reliability, and increasing safety for families, students, and other corridor users. The project will generate performance data on both the traffic management technologies and transit service enhancements, providing measurable evidence to support future deployment and scalability.

Together, these investments will create an integrated, connected transportation system that leverages real-time data to improve corridor operations, reduce congestion, enhance multimodal travel, and optimize existing transportation infrastructure. By combining advanced ITS infrastructure with expanded on-demand transportation service along one of Seminole County's highest-demand travel corridors, the project will establish a scalable model for deploying advanced transportation technologies that improves connectivity and travel reliability, enhances transportation system performance, and supports future innovation throughout the County. This investment will also improve ITS efficiency by providing additional control and data alternatives at intersections.

Attachments: *Please list any attachments to this form, including letters of support. This included any applicable State Department of Transportation support letters as described in Section B.4 of the NOFO.*	• Metroplan Orlando Support Letter • University of Central Florida Support Letter • A letter of concurrence has been requested from the State of Florida Department of Transportation and will be sent directly to DOT. • Freebee Support Letter

II. Project Information

1	**Project Name:**	Seminole County Connected Vehicle and Intelligent Transportation Systems Initiative
2	**Location of facility and project area:**	The proposed project spans two geographic tiers. Countywide, all of Seminole County — its seven municipalities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs) and unincorporated Seminole County — will complete coverage of Connected Vehicle RSUs, CCTV cameras, and UPS backup systems at all 419 signalized intersections. Within this countywide footprint lies the SunRail to UCF Connector Service Area, covering the primary route and alternate routes between the Altamonte Springs SunRail Station and UCF where Scout vehicles will operate. All 150 signalized intersections within this Service Area will additionally be equipped with Intersection Movement Count (IMC) cameras and Integrated Safety Modules, layered on top of the countywide RSU/CCTV/UPS coverage.
3	**Urban or rural:**	Urban
4	**Lead Applicant Point(s) of Contact:**	George Woodring (407) 665-7168 gwoodring@seminolecountyfl.gov 1101 East First Street Sanford, FL 32771
5	**System performance improvement objectives:**	The project must include quantifiable system performance improvement objectives such as reducing traffic-related crashes, congestion, and costs; optimizing system efficiency improving access to transportation services; and facilitating payment for transportation services. FHWA will review the objectives as part of the merit criteria and readiness review. See Section F of the NOFO for more details. Are the objectives attached? ☒ Yes (Seminole County-2026ATTAIN_System_Performance_Objectives ☐ No
6	**Safety, mobility, and environmental benefit projections:**	The project must include quantifiable safety, mobility, and environmental benefit projections such as data-driven estimates of how the project will improve the region's transportation system efficiency and reduce traffic congestion. FHWA will review this information as part of the merit criteria and readiness review. See Section F of the NOFO for more details. Are the projections attached? ☒ Yes (Seminole County-2026-ATTAIN_Safety_Mobility and Environmental Benefits) ☐ No

7	**Long-term operation and maintenance plan:**	The applicant must attach a plan to deploy and provide for the long-term operation and maintenance of advanced transportation and congestion management technologies. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☒ Yes (see Seminole County-2026-ATTAIN Long Term Operation & Maintenance Plan) ☐ No
8	**Partnering Plan:**	The applicant must include a plan for partnering with the private sector or public agencies, including multimodal and multijurisdictional entities, research institutions, organizations representing transportation and technology leaders, or other transportation stakeholders. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☒ Yes (see Seminole County-2026-ATTAIN_Partnering Plan) ☐ No
9	**Technology Leveraging Plan:**	The project includes a plan to leverage and optimize existing local and regional advanced transportation technology investments. See Section B of the NOFO for more details. FHWA will review the plan as part of the merit criteria and readiness review. Is this plan attached? ☒ Yes (see Seminole County-2026-ATTAIN_Technology Leverage Plan) ☐ No
10	**Buy America:**	If an applicant is proposing to deploy automated vehicles or other innovative motor vehicle technology, describe how all vehicles will comply with applicable Buy America requirements, 23 U.S.C. 313 and 23 Code of Federal Regulations 635.410: **Description:** Seminole County will procure three Buy America-compliant vehicles, such as the Ford MobilityTrans Transit or an equivalent van. Final vehicle selection will occur through a competitive procurement process that incorporates all applicable domestic preference requirements under 23 U.S.C. § 313 and 23 CFR § 635.410. Before purchase, Seminole County will require the selected vendor to provide documentation demonstrating compliance with applicable Buy America requirements. Any necessary waiver will be requested and approved before Federal funds are used for a noncompliant vehicle.

		☐ No description is provided because Buy America will not apply to the project.
11	**Project Background:**	Seminole County is the sole applicant and lead agency for the Connected Vehicle and Intelligent Transportation Systems Initiative. The County will be responsible for project administration, procurement, implementation, system integration, performance monitoring, and compliance with Federal requirements. The Intelligent Transportation Systems (ITS) component of this initiative will install 141 IMC cameras and 150 Integrated Safety Modules across the 150-intersection Service Area. Together with nine existing IMC cameras, this will provide an IMC camera and Integrated Safety Module at each Service Area intersection. The project will also deploy roadside units, CCTV cameras, uninterruptible power supply systems, and connected vehicle applications at signalized intersections countywide. Equipment will be installed on existing County-owned traffic signal infrastructure and integrated with the County's Traffic Management Center to support traffic monitoring, near-miss detection, safety analysis, incident response, and system reliability. The on-demand transportation component will provide dedicated Scout service between the Altamonte Springs SunRail Station and the University of Central Florida. Freebee subrecipient contracted services will provide three dedicated vehicles along with operation and maintenance for this route corridor. The service will use the County's existing Scout operating structure, dispatch system, and technology platform. Seminole County's Public Works and Traffic Engineering staff have led the technical planning for the ITS component, including identifying priority intersections for advanced safety features (IMC cameras & Safety Module Software), developing preliminary equipment specifications, and assessing existing infrastructure. County management and grants staff have worked with public works and Scout micro-transit leadership to develop the project scope, cost estimates, implementation approach. Planning for the on-demand transportation component has been informed by Scout operating data and rider feedback collected since the service launched in October 2025. Between January and June 2026, Scout trips connected to Seminole County SunRail stations increased by 82.2 percent. The County used these results, along with identified demand for improved

		connections between SunRail and UCF, to define the proposed service area, operating schedule, vehicle needs, charging requirements, and performance measures. No ground disturbance will be caused by the project. No costs specific to the proposed ATTAIN project have been incurred to date.

III. Budget and Funding

1	**Program Request Amount:**	Exact ATTAIN Competitive Grant Program request amount in year-of-expenditure dollars: $ 8,452,000
2	**Other Federal Funding:**	Estimated total of other Federal funding, excluding ATTAIN Competitive Grant Program requested funding, in year-of-expenditure dollars: $0.00 Other Federal programs and estimated amounts: (*add lines as needed*) Program: _____Amount: $0.00
3	**Future Project Cost:**	Provide the sum of ATTAIN Competitive Grant Program request, other Federal funds, and non-Federal funds as an estimate in year-of-expenditure dollars: $10,565,000
4	**Previously incurred project costs:**	Amount: $0.00
5	**Total Project Cost:**	Estimate in year-of-expenditure dollars (sum of previously incurred project costs' and 'future project cost): $10,565,000
6	**Statement of Work (SOW):**	☒ A detailed SOW and schedule is attached separately. The file is named: Seminole County-2026-ATTAIN_SOW_and_Schedule

File Number: 2026-0672

Title:

Approval of Value Engineering and Contract Amendment for the removal of Landscaping and Hardscape Services on the Oxford Road Improvements/ Extension project CC-5744-24/GCM, resulting in a deductive Change Order. District4 - Lockhart **(Tawny Olore, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

Tawny Olore, Public Works Director

Contact/Phone Number:

Joe Lofaso/407-655-5709

Background:

On June 25, 2019, the Board of County Commissioners approved the addition of the upgraded hardscape and landscape plans for the Oxford Road Improvement/Extension Project.

On August 27, 2024, the Board of County Commissioners authorized execution of Construction Services Agreement Contract No. CC-5744-24/GCM with Masci General Contractor, Inc. for the Oxford Road Improvements/Extension Project in the total amount of $40,065,087.29.

To optimize fiscal spending, staff is requesting authorization to implement Value Engineering (VE) procedures targeting, for reduction, the $1,659,214.13 general contractor landscaping and hardscape allocation. Under this directive, staff will utilize active post-design mechanisms in PS-8827-13/DRR Work Order 3- Amendment 13 to redraw plans, issue and execute a deductive Change Order to the construction project to be issued and executed by the Purchasing Division.

Requested Action:

Staff requests the Board approval to allow staff to implement Value Engineering to

deduct landscaping and hardscape items on the Oxford Road Project. This will allow a deductive Change Order to be issued and executed by the Purchasing Division.

File Number: 2026-0536

Title:

Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone - Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St; (Z2026-06/02.26SS.01) (S. Brent Spain, Esquire, Applicant) District 5 - Herr (**Annie Sillaway, Principal Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes - Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting a Small Scale Future Land Use Map Amendment from Commercial to Industrial, along with a Rezone from PD (Planned Development) to PD (Planned Development), to allow development of a 144,000 square feet of flex-space intended for a mix of commercial and industrial uses on 17.23 acres.

On November 15, 2005, the Board of County Commissioners approved a request for a Small Scale Future Land Use Amendment from Commercial to Industrial on approximately 9.9 acres, along with a Rezone from A-1 (Agriculture) to PD (Planned Development) on approximately 22.3 acres, known as the Orange Boulevard PD. The purpose of the request was to allow commercial uses permitted under the C-1 (Retail Commercial) and C-2 (General Commercial) zoning districts on Lots 1-4, and to allow industrial uses permitted under the C-3 (Heavy Commercial and Very Light Industrial)

and M-1A (Very Light Industrial) zoning districts only on Lots 2 and 3 (as shown on the previously approved Orange Boulevard PD Master Development Plan). In 2024, Lot 1 was removed from the PD, reducing
the acreage from 22.3 acres to 17.23 acres.

The purpose of this land use amendment and rezone is to allow those C-3 and M-1A uses throughout the entire PD instead of restricting those uses
to a designated area. The Applicant is retaining the original entitlements previously approved by the Board, including but not limited to: a maximum Floor Area Ratio (F.A.R.) of 0.65; a maximum building height of thirty-five (35) feet; and building setback of a hundred (100) feet for a two-story building, and hundred and fifty (150) feet for a three-story building along
the west perimeter adjacent to residential. The previously established prohibited uses also remain in effect, including mechanical garages,
lumber yards, construction companies with outdoor storage, highway striping companies, paint and body shops, office showrooms without assembly or manufacturing, and service stations with gas pumps as an accessory use, and communication towers. The Applicant is also maintaining the existing twenty-five-foot (25') landscape buffer along the western portion of the site to preserve the established buffer.

In addition to retaining these entitlements, the Applicant is proposing three (3) modifications to the PD:

(1) Vacating the western seventy-foot (70') platted access, drainage, and utility easement to allow expansion of the proposed flex-space warehouse building, which would otherwise encroach into a portion of that easement; and

(2) Amending the Future Land Use designation on the portion of land previously known as Lot 4 of the Orange Boulevard PD, from Commercial to Industrial and adding permitted uses consistent with the C-3 and M-1A zoning districts.

(3) Increasing the west perimeter building setback from fifty (50) feet for a one-story building to sixty (60) feet.

The Applicant is requesting a parking reduction as follows:

Required by the Seminole County Land Development Code:

- Manufacturing Concerns and Warehouses: One (1) space per two (2) employees, plus one (1) space per company vehicle; and;
- General Business/Retail/Office: First 10,000 sq. ft. - Four (4) spaces per 1,000 sq. ft. and above 10,000 sq. ft.- three (3) spaces per 1,000 sq. ft.

Staff and Applicant Compromise:

Staff and the Applicant are both agreeable to limiting Light and General Retail uses to be ancillary to the primary operational use; prohibiting additional uses such as theaters, grocery stores, temporary agricultural sales, greenhouses, plant nurseries, neighborhood civic assembly uses, and K-12 schools; and requiring Special Exception approval for indoor recreation, physical fitness studios (including dance and martial arts), and daycare centers. With the proposed reduction of uses, staff supports an overall parking ratio of 1.25 spaces per 1,000 square feet.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Future Land Use: Industrial

Zoning: C-3 (Heavy Commercial and Very Light Industrial)

West: Future Land Use: Medium Density Residential

Zoning: R-1 (Single Family Dwelling) and R-2 (One-and Two-Family Dwelling)

North: Orange Blvd

Future Land Use: Industrial

Zoning: M-1 (Industrial)

South: Interstate 4

Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site appears to contain no floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey may be required prior to final engineering approval.

Utilities:

The site is located within the Seminole County utility service area and will be required

to connect to public utilities. Water and sewer capacity are available to serve the proposed development. An eight-inch (8") potable water stub-out is located approximately fifty-feet (50') east of the existing driveway on Lot 1, and an eight-inch (8") gravity sewer main and manhole extend approximately 150 feet south of the existing partial driveway on Lot 1.

Transportation/Traffic:

Access to the subject site is proposed through Lot 1 to the north, which connects to Orange Blvd, an urban major collector road. Orange Blvd currently operates at level of service A or B, depending on direction and time of day, and has programmed improvements in the County's five year Capital Improvements Program.

Sidewalks:

The developer will be required to construct a sidewalk extending to the north boundary line of the subject site, allowing the future developer of Lot 1 (adjacent to the north) to complete the remaining sidewalk segment and connect it to the existing sidewalk along Orange Blvd.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, which has limited downstream capacity; therefore, the site's design will be required to meet the requirements of the existing approved master drainage requirements.

Buffers and Open Space:

The proposed development provides twenty-five percent (25%) open space and a twenty-five-foot (25') wide landscape buffer adjacent to the west perimeter that includes a three (3) foot high berm with 2.70 plant units per 100 feet, with an opacity of 0.5.

Consistency with the Land Development Code

The proposed PD zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 8; and more specifically with SCLDC Sec. 30.8.5.3 - Review Criteria.

SCLDC Sec. 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.

Staff Finding

The requested Small Scale Future Land Use Map Amendment and PD Major Amendment to allow C-3 and M-1A uses throughout the PD, is consistent with the Seminole County Comprehensive Plan. While the properties adjacent to the west of the subject site are residential, the properties adjacent to the north and east are established with Industrial development, reflecting the predominant pattern of Heavy Commercial and Industrial uses in the surrounding area. The PD defines a maximum F.A.R, permitted and prohibited uses, building setbacks, buffers, and a maximum building height.

(b) Greater Benefits and Innovation Criteria. In addition, PD zoning may be approved only when the Board determines that the proposed development cannot be reasonably implemented through 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.

(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.

Crime Prevention Through Environmental Design (CPTED) - The building will be positioned to allow full access around its perimeter and will include security lighting to enhance visibility and safety.

Innovative Development Types - The Developer is providing an innovative flex space warehouse project that will support Economic Development in Seminole County.

(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.

Staff Findings

The subject property does not have any existing trees on site; however, the Developer proposes to plant a substantial buffer along the west perimeter of the development adjacent to the existing residential neighborhood. The Developer is required to meet the Arbor Code requirements at the time of Final Engineering review.

(2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles; transportation demand management; or permitting complementary uses.

Staff Findings

The Developer will provide an internal sidewalk for pedestrian and bicycle access, connecting the proposed development to the existing sidewalk along Orange Blvd. This improvement will be detailed at the time of Final Engineering.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

Staff Findings

The proposed development supports Comprehensive Plan Policy FLU 5.4.6 - Location of Employment Uses, which encourages employment and industrial uses adjacent to residential areas, provided the site is large enough to accommodate the buffers necessary to protect nearby residences from adverse impacts such as light, glare, odors, and noise. The proposed development has increased the western building setback from fifty (50) feet to sixty (60) feet and enhancing the required landscape buffer. The western twenty five (25) foot buffer will include a three (3) foot high berm; and the landscape components shall provide an opacity rating of 0.5 opacity with 2.7 plant units per 100 linear feet using Plant Group B. In addition, the building height will not exceed thirty five (35) feet. These measures collectively reduce potential adverse impacts, such as light, noise, and glare, on nearby residential properties while supporting job creation within the area.

(2) Why the proposed development cannot be achieved under and existing

conventional or special zoning district.

Staff Findings

Policy TRA 2.4.3 promotes infill development to maximize the efficient use of the existing transportation network within established urban areas and to discourage urban sprawl by supporting the redevelopment of neighborhood scale nonresidential uses. The proposed industrial flex warehouse development supports new employment-oriented space within an existing - urbanized area, maximizing the efficiency of the current transportation network and reducing the need for outward expansion. The project further enhances multimodal mobility by providing safe pedestrian connections to the public right of way, incorporating bicycle parking and end of trip facilities, and ensuring internal circulation that accommodates walking and cycling between building entrances, loading areas, and parking.

(3) How the proposed development provides an innovative approach to land development.

Staff Findings

A flex space warehouse provides adaptable, multi-tenant spaces that can adjust to changing market needs. The development as proposed can accommodate a wider range of permitted uses than a standard zoning district, increasing land efficiency and long term economic resilience compared to traditional single use industrial development.

(4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.

Staff Findings

The proposed development provides enhanced design flexibility, and higher quality site planning that cannot be achieved under the existing zoning provisions of straight zoning. These benefits allow the project to better support County goals for economic development and infill redevelopment and allows the County to place specific conditions for the development that cannot be achieved under conventional zoning districts. Staff finds the requested PD zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

Under Policy FLU 2.9 Determination of Compatibility in the Planned Development Zoning Classification, the County shall consider uses or structures proposed within the

Planned Development zoning classification on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of performance standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights.

Comprehensive Plan - Standards of Review

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property. Staff Findings

The subject property currently has Commercial and Industrial Future Land Use designations. The proposed Land Use Amendment would allow Industrial uses that are compatible with the surrounding area. Properties to the east and north also have an Industrial Future Land Use designation. The site borders Interstate 4 to the south, and industrial uses are generally preferred along interstate corridors because they are more compatible with higher noise conditions.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

Staff Findings

The subject property is located within the Seminole County Utility service area and is required to connect to public utilities; capacity is available.

At the time of Final Engineering review, the Developer will be required to provide a traffic study if the proposed development exceeds fifty (50) weekday peak hour trips based on the ITE Trip Generation Manual.

C. Whether the site is suitable for the proposed use and will be able to comply with floodprone regulations, wetland regulations and all other adopted development regulations.

Staff Findings

The subject site is vacant and does not contain wetlands or flood plain on site. The site has some existing infrastructure in place and is required to meet all requirements of development per the SCLDC and Comprehensive Plan.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Findings

Not Applicable

E. Whether the proposed future land use is compatible with existing surrounding development and future land uses in accordance with FLU Exhibit: Compatible Transitional Land Uses.

Staff Findings

The proposed Future Land Use designation of Industrial is consistent with the existing Industrial classifications in the area. The Land Use Amendment to Industrial is compatible with surrounding development patterns. Properties to the east and north have a Future Land Use designation of Industrial, and the site directly abuts Interstate 4 to the south. To the west is an existing residential neighborhood designated as Medium Density Residential.

To address compatibility concerns along the western boundary, the developer is proposing to increase the building setback from fifty (50) to sixty (60) feet, provide adequate buffering within the twenty-five (25) foot buffer area and ensure that no bay doors are oriented toward the west.

F. Whether the proposed use furthers the public interest by providing or enabling the provision of:

1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site (applicable to Planned Development Future Land Use).

Staff Findings:

Not applicable.

2. Dedications or contributions in excess of Land Development Code requirements (applicable to PD Future Land Use).

Staff Findings:

Not applicable

3. A range of attainable housing opportunities and choices, including affordable or workforce housing

Staff Findings:

Not applicable.

4. Economic development (enabling higher paying jobs).

Staff Findings:

The Applicant is proposing to provide flex spaces that will permit a wide range of commercial and industrial uses that will create more diverse jobs in the area.

5. Reduction in transportation impacts on area-wide roads.

Staff Findings:

The proposed development may generate more than fifty (50) weekday peak hour trips. Based on the final proposed uses, the developer may be required to provide a traffic study at the time of Final Engineering.

6. Mass transit and a variety of transportation choices; or

Staff Findings:

The are no longer local bus stops, but the Scout does run in this area to provide a transportation.

7. Whether the proposed land use designation is consistent with other applicable Plan policies and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan, and the State Comprehensive Plan.

Staff Findings:

Based on the Central Florida Regional Growth Vision, the proposed project as an infill development is providing compatibility between adjacent land uses to ensure there are no impacts to the adjacent historical Bookertown neighborhood.

The Applicant is providing adequate landscape buffering between the proposed development and the residential neighborhood and a minimum sixty (60) foot western building setback.

Staff finds the proposed Industrial future land use designation and Planned Development zoning classification to be consistent with the Comprehensive Plan.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on **May 14, 2026**; details of the community meeting have been provided in the agenda package.

Planning and Zoning Commission

The Planning and Zoning Commission met on July 1, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment from Commercial to Industrial, and concurrent Rezoning from PD (Planned Development) to PD (Planned Development) on approximately 17.23 acres, with the caveat that the Applicant and Staff work together to come to a compromise on the parking ratio requirement.

The Planning and Zoning meeting minutes are provided in your agenda package.

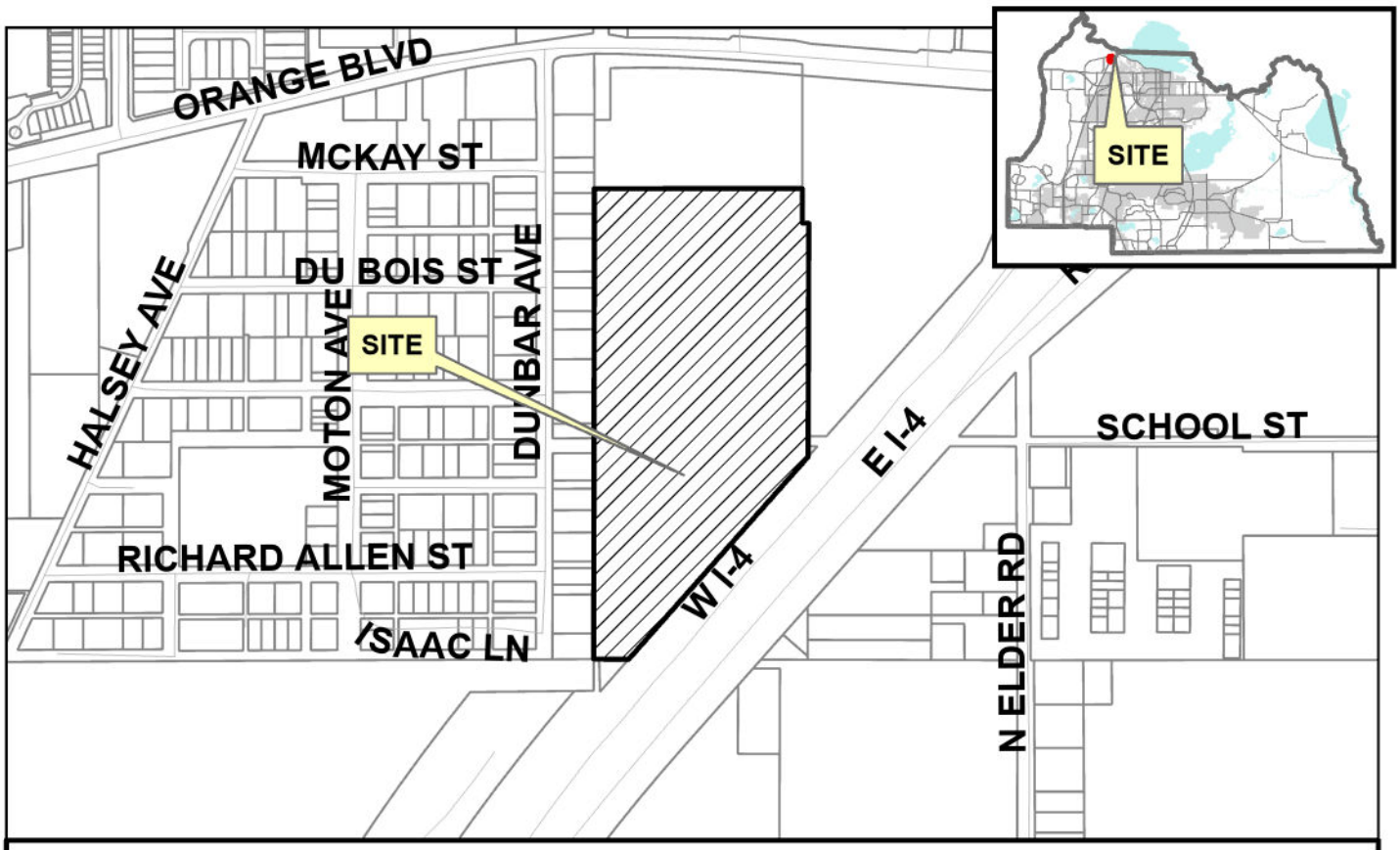
- Staff met with the Applicant following the Planning & Zoning Commission meeting and reached a compromise to limit retail uses as an ancillary use and prohibit additional uses that would otherwise create the need for a higher parking ratio. Subsequently, Staff supports the proposed parking ratio of 1.25 spaces per 1,000 sq. ft.
- The original parking ratio proposed by the Applicant is shown in the Exhibit title "Applicant's Original Proposed Parking Ratio".

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment and concurrent Rezoning Ordinance per the following two motions:

1.) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request meets the identified portions of the Comprehensive Plan and moves to adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment from Commercial to Industrial.

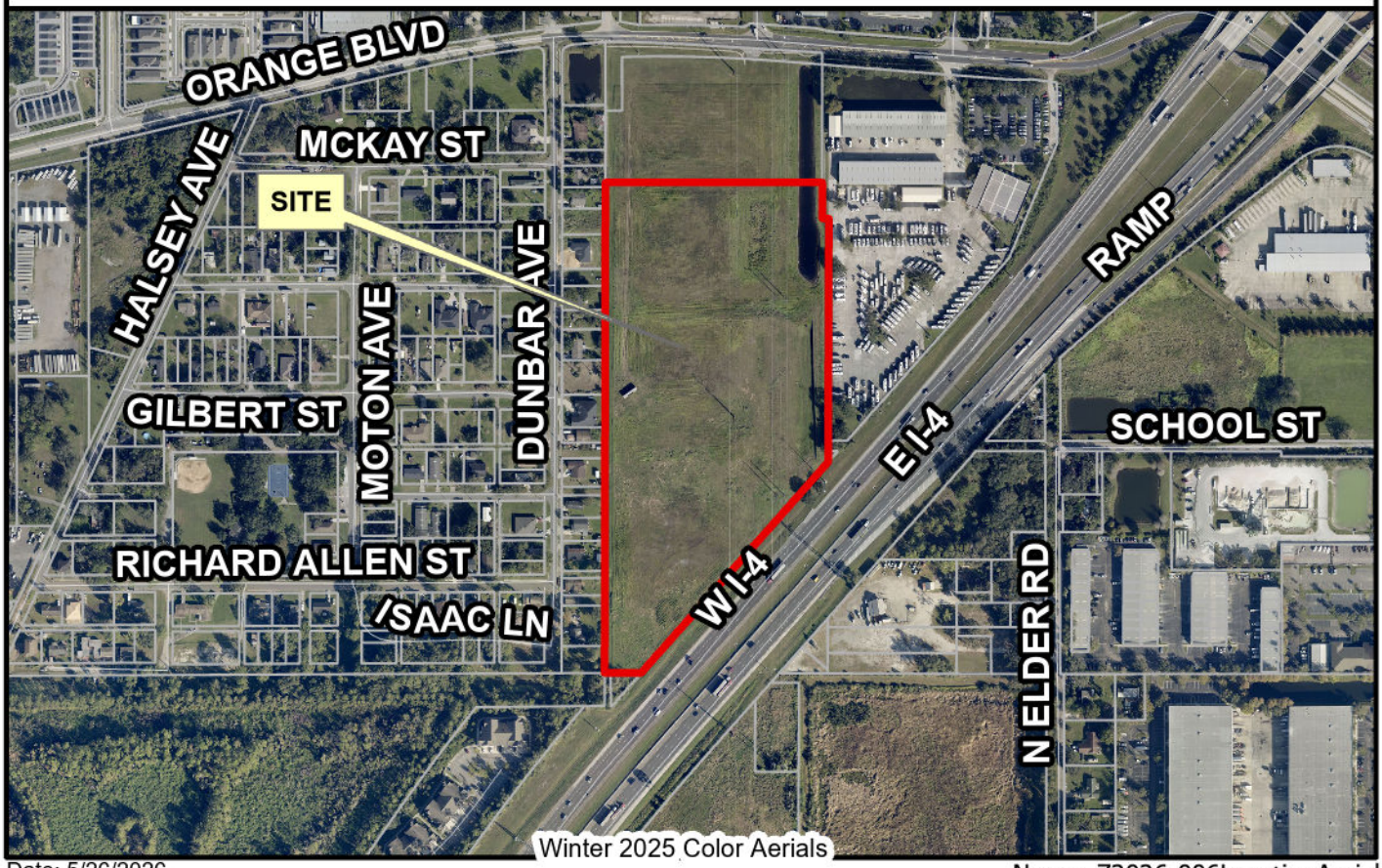
2.) Based on Staff's findings and the testimony and evidence received at the hearing, the Board finds the request meets the identified portions of the Seminole County Land Development Code and moves to adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Development Order and Master Development Plan on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.



Rezone No: Z2026-006

Parcels

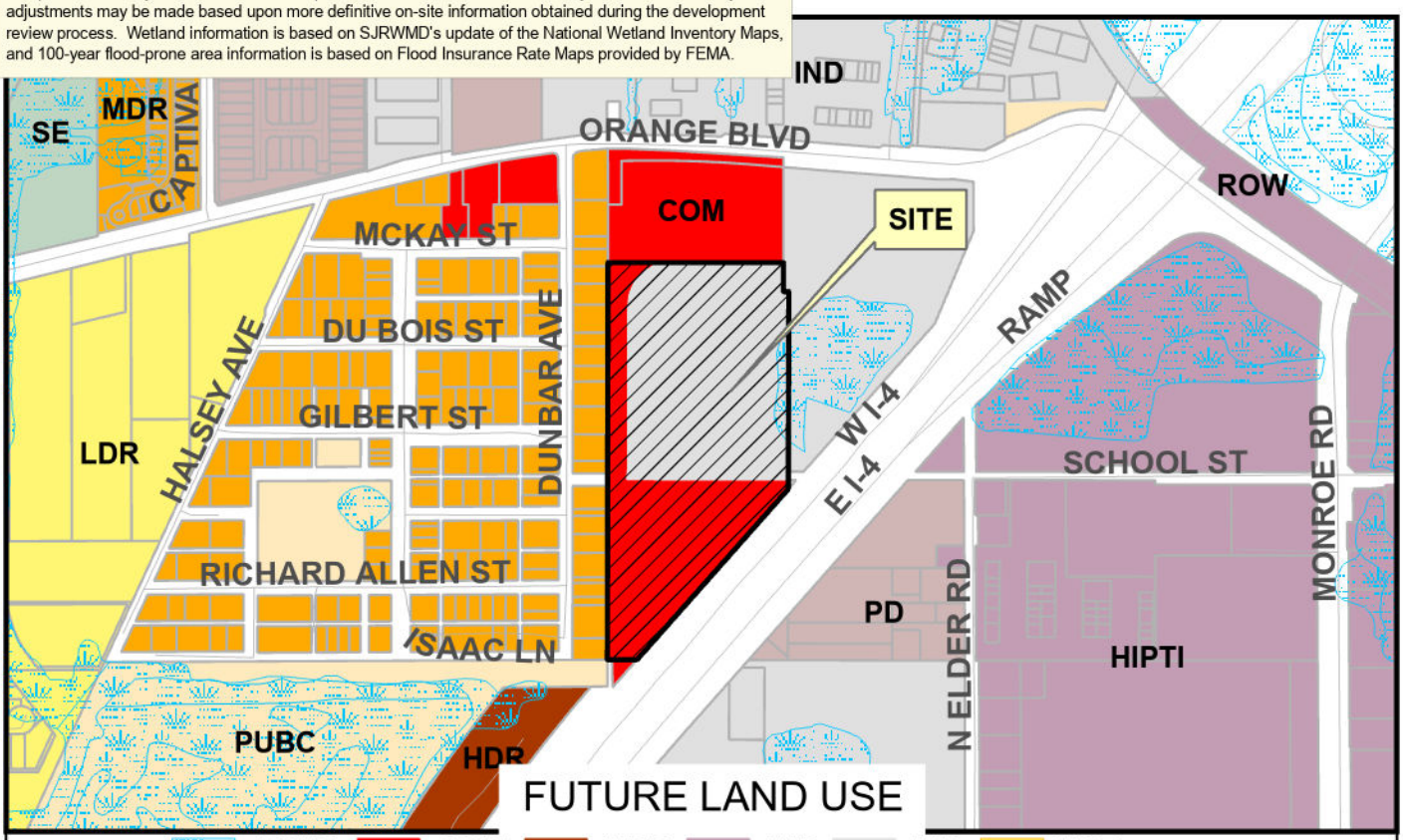
N



Date: 5/26/2026

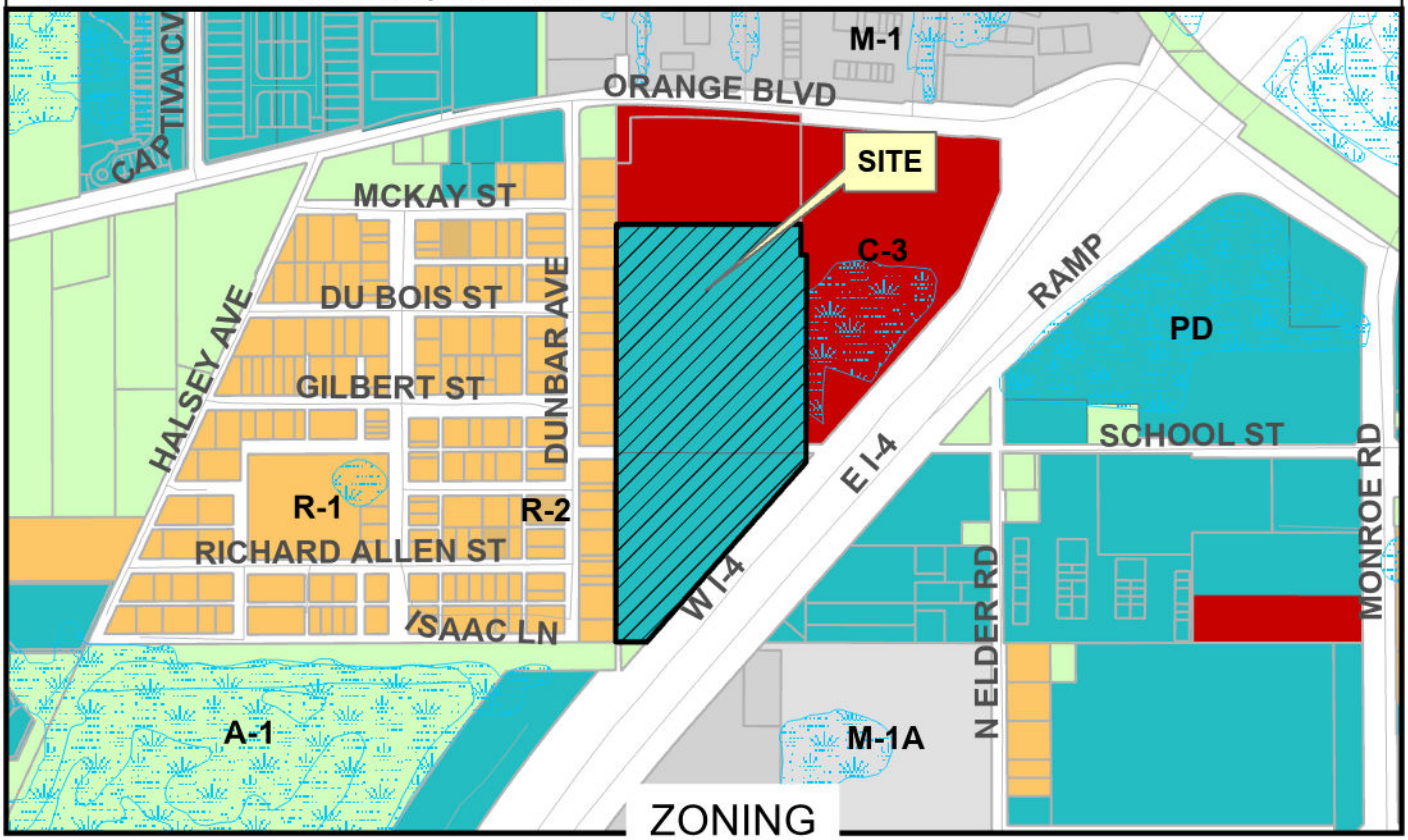
Name: Z2026-006LocationAerial

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.

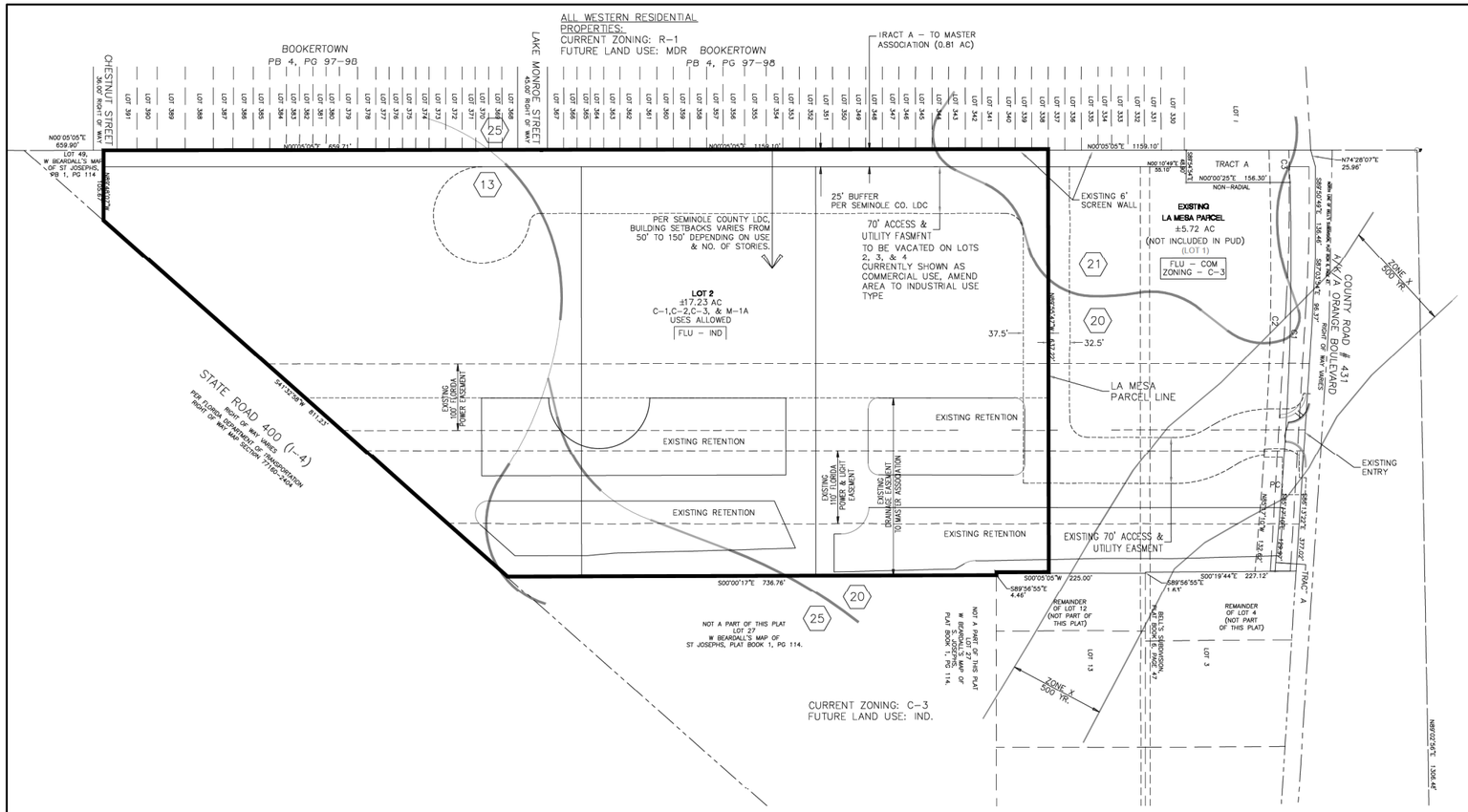


Applicant: S. Brent Spain, Esquire
STR/Acres/District: 21-19-30 / 17.225+/- acres / District 5
Existing Use: Vacant
Special Notes: Max density 0.65 F.A.R.

FLU No: 02.26SS.1
From: COM/IND To: IND
Rezone No: Z2026-006
From: PD To: PD



Date: 5/26/2026
Name: Z2026-006FluZonePg



SITE DATA:

1. EXISTING ZONING: PUD PROPOSED ZONING: PUD
2. EXISTING FUTURE LAND USE-COMMERCIAL AND INDUSTRIAL (IND)
   PROPOSED FUTURE LAND USE - INDUSTRIAL (IND)
3. EXISTING SITE CONTAINS 17.23 ACRES
4. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL SEE DEVELOPMENT ORDER APPROXIMATELY 144,000 SF OF COMMERCIAL AND LIGHT INDUSTRIAL USES
5. MAXIMUM BLDG HEIGHT = 35 FT.
6. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 10
7. FEMA: PORTION OF THE LA MESA PARCEL FALLS WITHIN ZONE X (500 YR.) PROPOSED LOTS 2, 3, & 4 FALL OUTSIDE THE 500 YR
8. PROPOSED ACCESS & UTILITY EASEMENT = 70 FT. (PRIVATE)
9. PROPOSED ON-SITE PAVEMENT = 24 FT.
10. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
11. ADEQUATE FIRE PROTECTION WILL BE PROVIDED PER SEMINOLE COUNTY CODE.
12. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
13. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
14. WETLANDS WERE MITIGATED FOR AND FILLED-IN DURING PHASE 1 CONSTRUCTION
15. MAXIMUM FAR:
    INDUSTRIAL USES: 0.65
    OTHER USES: 0.35
16. OUTDOOR STORAGE OF PARTS, SUPPLIES, OR MATERIALS SHALL BE LIMITED TO THE AREA OF THE SITE DESIGNATED INDUSTRIAL ON THE VISION 2020 PLAN, AS AMENDED BY THIS REQUEST. OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM ANY ROAD OR ADJOINING PARCEL INSIDE OR OUTSIDE THE DEVELOPMENT. SCREENING CONSISTS OF WALLS, FENCES, AND/OR LANDSCAPING, AND SHALL BE OPAQUE TO A HEIGHT OF AT LEAST 8 FEET. SUCH AREAS SHALL BE LOCATED A MINIMUM OF 150 FEET FROM THE WEST BOUNDARY OF THE SUBJECT PROPERTY
17. 25-FOOT LANDSCAPE BUFFER WILL BE PLANTED WITH 2.70 PLANT GROUPS PER 100 FEET USING PLANT GROUP E AND HAVE A 3 FOOT TALL BERM CENTERED WITHIN THE BUFFER WITH THE PLANTINGS PLACED ON TOP OF THE BERM
18. WESTERN PROPERTY SETBACKS
    60 FEET FOR 1 STORY
    100 FEET FOR 2 STORY
    150 FEET FOR 3 STORY
19. PROPOSED OPEN SPACE REQUIREMENT: TWENTY-FIVE (25) PERCENT, RETENTION AREAS CAN COUNT TOWARDS PERCENTAGE
20. OFF-STREET PARKING REQUIREMENTS SHALL MEET SCLDC CODE SEC. 30.11.3
21. MIN. PARKING STALL SIZE WITHIN DEVELOPMENT TO BE 10'WIDE X 20' LENGTH
22. OUTDOOR LOADING/UNLOADING AND OUTDOOR WORK ACTIVITIES SHALL BE LIMITED TO 7:00 A.M. TO 9:00 P.M., EXCEPT IN THE EVENT OF AN EMERGENCY
23. PARKING RATIO: 1.25 SPACES PER 1,000 SQUARE FEET

PROPERTY INFORMATION:

PARCEL ID#: 21193051300000020
PLAT BOOK: 91
PAGE: 21-24

PERMITTED USE DATA TABLE:

(a) ANY USED PERMITTED IN THE C-1, C-2, C-3 & M-1A ZONING DISTRICTS AS SHOWN AND DESCRIBED IN SEC. 30.5.2 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE
(b) ACCESSORY USES ONLY: RETAIL SALES (LIGHT RETAIL, GENERAL RETAIL)
(c) SPECIAL EXCEPTION USES: INDOOR RECREATION; PHYSICAL FITNESS (INCLUDES DANCE, MARTIAL ARTS); DAY CARE CENTER

SOILS LEGEND

- SOILS LINE
- 13 EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 MYAKKA AND EAUGALLIE FINE SANDS
- 21 NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 PINEDA FINE SAND

GENERAL NOTES:

1. WATER AND SEWER SHALL BE PROVIDED BY SEMINOLE COUNTY, UTILITY LINES WILL BE DESIGNED TO MEET SEMINOLE COUNTY REQUIREMENTS.
2. UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
3. ALL PROJECT SIGNAGE SHALL IN COMPLY WITH THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
4. PROJECT WILL BE CONSTRUCTED IN 1 PHASE.
5. OUTDOOR LIGHTING WILL COMPLY WITH SEMINOLE COUNTY LAND DEVELOPMENT CODE, AND OUTDOOR LIGHTING ADJACENT TO THE WEST PROPERTY LINE WILL BE LIMITED TO DECORATIVE LIGHTING AFIXED TO THE FRONT FACADES OF BUILDINGS.
6. THIS MASTER DEVELOPMENT PLAN SHALL NOT BECOME EFFECTIVE UNTIL THE EFFECTIVE DATE OF THE ASSOCIATED COMPREHENSIVE PLAN AMENDMENT ENACTED IN ASSOCIATION WITH SANFORD COMMERCE CENTER PD, ON AUGUST 11, 2026, OR SIMULTANEOUS AND CONCURRENT WITH THE COUNTY'S APPROVAL OF A FINAL DEVELOPMENT PLAN FOR THE SANFORD COMMERCE CENTER PD PER DEVELOPMENT ORDER #26-20500003, WHICHEVER OCCURS LATER.

PROHIBITED USES WITHIN THE DEVELOPMENT:

(a) ADULT ENTERTAINMENT ESTABLISHMENTS
(b) ALCOHOLIC BEVERAGE ESTABLISMENTS
(c) CAR WASH
(d) CONVENCE STORE
(e) COMMERCIAL KENNELS
(f) SELF SERVICE LAUNDRY
(g) AUTOMOBILE WRECKING LOTS
(h) BOTTLE AND DISTRIBUTION PLANTS
(i) INCINERATION OF ORGANIC MATERIALS
(j) JUNK AND RECEIVING YARDS
(k) LAUNDRY AND DRY CLEANING PLANTS
(l) SOAP MANUFACTURING
(m) FEED MILL MANUFACTURING
(n) FERTILIZER MANUFACTURING
(o) CONCRETE BLOCK PLANTS
(p) REDI-MIX CONCRETE PLANTS
(q) ANIMAL PROCESSING
(r) SAWMILL
(s) WHOLESALE STORAGE OF FLAMMABLE LIQUIDS OR GASES
(t) SANITARY LANDFILL
(u) SOLID WASTE TRANSFER
(v) STORAGE AND RECOVERY STATIONS
(w) TRUCK TERMINAL
(x) RETAIL PLANT NURSERY
(y) OUTDOOR RECREATION AND AMUSEMENT USES
(z) FLEA MARKET
(aa) DRIVE-IN THEATRES
(ab) MULTI-FAMILY HOUSING
(ac) COMMUNICATION TOWERS
(ad) THEATERS AND CINEMAS
(ae) GROCERY STORE
(af) TEMPORARY SALES OF AGRICULTURAL PRODUCTS
(ag) GREENHOUSES
(ah) PLANT NURSERY (WHOLESALE, RETAIL, ON-SITE PRODUCE)
(ai) NEIGHBORHOOD CIVIC ASSEMBLY
(aj) ELEMENTARY SCHOOL, PUBLIC OR PRIVATE
(ak) MIDDLE SCHOOL, PUBLIC OR PRIVATE
(al) HIGH SCHOOL, PUBLIC OR PRIVATE

TRIP GENERATION TABLE

TABLE 1
Estimated Trip Generation (1)

Land Use	Size	ITE Code (2)	Trip Generation Rates: Daily	A.M. Peak Hour: Total	Enter	Exit	P.M. Peak Hour: Total	Enter	Exit	Traffic Volumes: Daily	A.M. Peak Hour: Total	Enter	Exit	P.M. Peak Hour: Total	Enter	Exit
Warehouse	144,250 SF	150 / E - ft are/1m	1.85	0.17	0.13	0.04	0.18	0.05	0.13	267	25	19	6	26	7	19

(1) Trip generation calculations from 11th Edition of ITE Trip Generation Report.
(2) ITE Land Use Code Number / E = Fitted Curve Equation (R^2 ≥ 0.75) or R = Average Trip Rate

ITE Land Use Code 150 - Warehse

Daily: Rate - T = 1.71 * (X). Equation - T = 1.58 * (X) + 38.29, Enter 50%/Exit 50% (R^2 = 0.92) — V = KSF
A.M. Peak Hour: Rate - T = 0.17 * (X). Equation - T = 0.12 * (X) + 23.62, Enter 77%/Exit 23% (R^2 = 0.89)
P.M. Peak Hour: Rate - T = 0.18 * (X). Equation - T = 0.12 * (X) + 26.48, Enter 28%/Exit 72% (R^2 = 0.88)

Lake Transportation Engineering Consultants, Inc., 2025

WATER/SEWER IMPACT TABLE (TOTAL SITE)

TYPE OF IMPACT	CALCULATION	BASIS	TOTAL FLOW
SEWER	100 GPD/LOADING BAY	~45 LOADING BAYS	4,500 GPD
DOMESTIC WATER	100 GPD/LOADING BAY	~45 LOADING BAYS	4,500 GPD
FIRE WATER	TYPE IIB CONST.	~45,000 SF (LARGEST BLDG)	1,500 GPM (MAXIMUM PER BLDG.)

DEVELOPMENT TEAM

OWNER

KBC DEVELOPMENT, INC.
1590 BOBBY LEE POINT
SANFORD, FL 32771
PH: 407-330-7022

DEVELOPER

GREENBURG GIBBONS PROPERTIES
436 E 36TH STREET
CHARLOTTE, NC 28205
PH: 843-469-2517

ENGINEER

SCOUT & CO. ENGINEERING, P.C.
2100 SOUTH TRYON STREET SUITE 205
CHARLOTTE, NC 28203
PH: 980-403-2581

UTILITY PROVIDERS:

ELECTRIC:

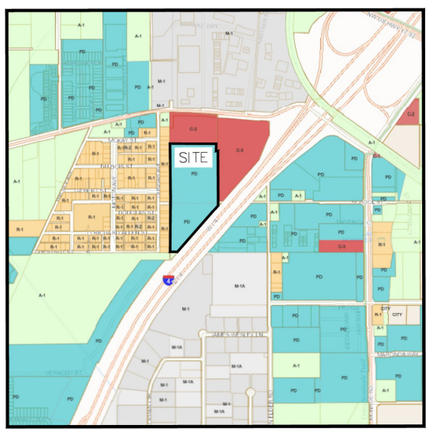
DUKE ENERGY CORPORATION
525 S TRYON STREET
CHARLOTTE, NC 28202
PH: 704-382-3853

WATER & WASTEWATER:

SEMINOLE COUNTY
500 W LAKE MARY BLVD.
SANFORD, FL 32773
PH: 407-665-2110

TELECOM/PHONE:

AT&T, INC.
5400 LEGACY DRIVE
PLANO, TX
800-288-2020



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SCALE 1" = 100'
0 50 100 200 500

ARCO DESIGN/BUILD
2100 SOUTH TRYON STREET SUITE 205
CHARLOTTE, NC 28203 P:704.903.3607

SCOUT & CO. ENGINEERING, P.C.

GREENBERG GIBBONS PROPERTIES

PROJECT TITLE
GGP-SANFORD COMMERCE CENTER

OWNER/DEVELOPER P: 843.469.2517
GREENBERG GIBBONS PROPERTIES
436 E 36TH STREET
CHARLOTTE, NC 28205

CIVIL ENGINEER P: 980.403.2581
SCOUT & CO. ENGINEERING, P.C.
2100 SOUTH TRYON STREET SUITE 205
CHARLOTTE, NC 28203

SEAL

FIRST SUBMITTAL DATE 02/03/2026

ISSUES

REVISIONS
2 04/16/2026 REV. 1 PER PLANNING COMMENTS
2 07/13/2026 REV. 2 PER PLANNING COMMENTS

PROJECT NO.	CHECKED BY	DRAWN BY
LD129	ERR	STAFF

SHEET TITLE
MASTER DEVELOPMENT PLAN

SHEET NO.
MDP-1

SANFORD COMMERCE CENTER PD
SEMINOLE COUNTY DEVELOPMENT ORDER

On August 11, 2026, Seminole County issued this Development Order which shall replace in its entirety the Second Revised and Restated Orange Boulevard Property PD #25-20500006, issued June 23, 2025, as recorded in Seminole County Official Records Book 10847 Pages 1673-1678, relating to and touching concerning the following described property:

Legal Description
Lot 2, CBK DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 91, Pages 21-24, of the Public Records of Seminole County, Florida

(The above-described legal description has been provided to Seminole County by the owner of the above-described property)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Sanford Commerce Center SSFLUMA & PD Major Amendment Rezone

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square-foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Anne Marie (Annie) Sillaway, AICP
Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this Development Order approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property; replace in its entirety, the Second Revised and Restated Orange Boulevard Property PD Development Order #25-20500006, issued June 23, 2025, as recorded in Seminole County Official Records Book 10847 Pages 1673-1678:

A. Development must comply with the Master Development Plan attached hereto as "Exhibit A".

B. Maximum Intensity Floor Area Ratio: 0.65

C. Maximum Building Height: Thirty-five (35) feet

D. Perimeter building setbacks:
North: Twenty-five (25) feet
South: Ten (10) feet
East: Ten (10) feet
West: Sixty (60) feet – one (1) story building
100' – two (2) story building
150' – three (3) story building

E. Perimeter Landscape Buffers*:
North: None
South: None
East: None
West: Twenty-five (25) foot wide landscape buffer with a three (3) foot high berm; landscape components shall provide an opacity rating of 0.5 opacity with 2.7 plant units per 100 linear feet using Plant Group B. Plantings shall be installed on top of the three (3) foot high berm to provide a buffer.

*Additional criteria may be required at the time of the Final Development Plan.

F. **Permitted Uses**:

- Those uses permitted under C-1 (Retail Commercial), C-2 (General Commercial), C-3 (Heavy Commercial & Very Light Industrial), and M-1A (Very Light Industrial) districts; Excluding Retail Sales (Light and General Retail Uses) which shall be ancillary to the primary operational use.
- All Special Exception uses under the C-1, C-2, C-3, and M-1A zoning districts (as approved by the Board of County Commissioners).
- Additional uses that require Special Exception Approval: Indoor Recreation; Physical Fitness Studios including dance and martial arts; Day Care Centers.

G. **Prohibited Uses**:

1. Adult Entertainment Establishments
2. Alcoholic Beverage Establishments
3. Animal Processing
4. Automobile Wrecking Lots
5. Bottle and Distribution Plants
6. Car Wash
7. Civic Assembly Uses (Neighborhood, Community, Regional)
8. Commercial Kennels
9. Communication Towers
10. Concrete Block Plants
11. Convenience Store
12. Drive-in Theatres
13. Elementary School, Public or Private
14. Feed Mill Manufacturing
15. Flea Market
16. Greenhouses
17. Grocery Store
18. High School, Public or Private
19. Incineration of Organic Materials
20. Junk and Receiving Yards
21. Laundry and Dry-Cleaning Plants
22. Middle School, Public or Private
23. Multi-Family Housing
24. Outdoor Recreation and Amusement Uses
25. Plant Nursery (Wholesale, Retail, On-site produce)
26. Redi-Mix Concrete Plants
27. Retail Plant Nursery

28. Sanitary Landfill
29. Sawmill
30. Self Service Laundry
31. Soap Manufacturing
32. Solid Waste transfer
33. Storage and Recovery Stations
34. Temporary Sales of Agricultural products
35. Theaters and Cinemas
36. Truck Terminal
37. Wholesale Storage of Flammable Liquids or Gases

H. Hours of Operation: Outdoor loading/unloading and outdoor work activities shall be limited to 7am – 9pm Monday – Friday.

I. At the time of the Final Development Plan, additional conditions may be imposed to provide sound attenuation for the benefit of the residential development to the west. Noise mitigation measures may include, but are not limited to, the placement of loading docks and bay doors to face away from the western perimeter.

J. At the time of Final Development Plan the Developer may be required to provide a letter of approval from the utility power provider if buildings or infrastructure are proposed to be located within the existing utility transmission easements.

K. Outdoor storage areas shall be screened from view from any road or adjoining parcel outside of the development. Screening shall consist of walls or fences and shall be opaque to a height of at least eight (8) feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

L. The development shall provide a minimum of twenty-five (25) percent open space in accordance with the Seminole County Land Development Code.

M. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single-family properties.

N. Retention ponds shall be designed such that they are not required to be fenced.

O. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

P. All project signage must comply with the Land Development Code of Seminole County.

Q. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.

R. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.

S. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.

T. Parking shall be provided at a ratio of 1.25 parking spaces per 1,000 square feet of building for all development.

U. The western buffer is required to be maintained by the property owner(s).

V. Any development on the subject property shall be held to the Performance Standards of the SCLDC.

W. The owner will be required to maintain the portion of the existing pre-cast wall located along the western boundary of Lot 2.

X. The seventy (70) foot utility and access easement will be required to be vacated at the time of the Final Development Plan.

Y. In the case of a conflict between the written conditions A through X in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through X will apply.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

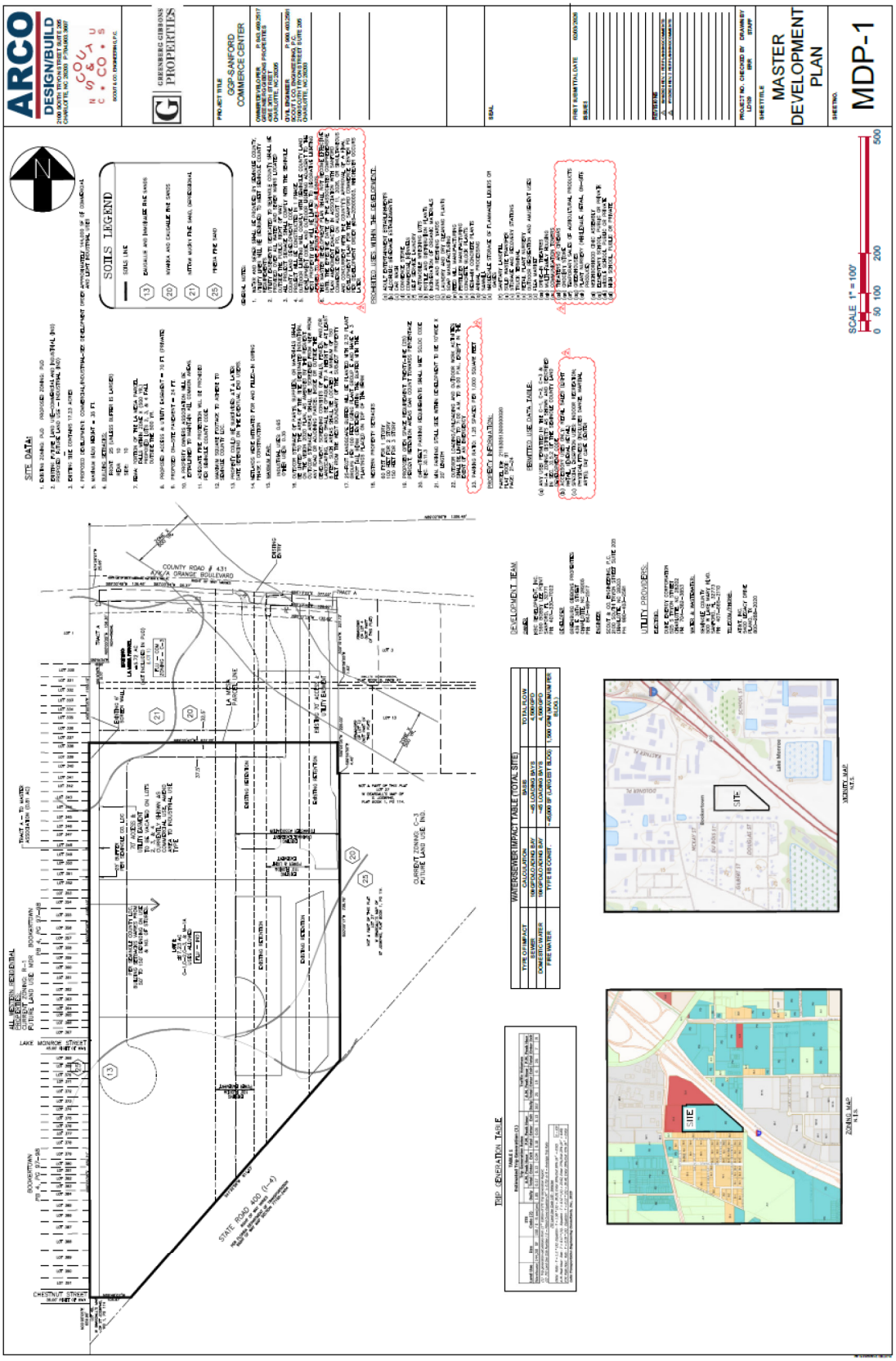
(10) This Order becomes effective upon the effective date of the associated comprehensive plan amendment enacted in association with Sanford Commerce Center PD (as referenced in Exhibit A), on August 11, 2026, or simultaneous and concurrent with the County's approval of a Final Development Plan hereunder for the Sanford Commerce Center PD, whichever occurs later.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
Master Development Plan



AN ORDINANCE FURTHER AMENDING THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF PARCEL 21-19-30-513-0000-0020 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM COMMERCIAL AND INDUSTRIAL TO INDUSTRIAL; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 2008-44 which adopted the Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Section 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth in this Ordinance relating to a Small Scale Future Land Use Map Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a public hearing, with all required public notice on July 1, 2026, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan Amendment set forth in this Ordinance; and

WHEREAS, the Board of County Commissioners held a public hearing on August 11, 2026, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth in this Ordinance; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and in compliance with the provisions of State law, including, but not limited to, Sections 163.3177 and 163.3187, Florida Statutes, and with the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council

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

Section 1. Recitals/Legislative findings:
The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 2008-44, as previously amended, is hereby further amended by amending the Future Land Use Map designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Exhibit "A" to this Ordinance:

Ord Exhibit	Name	Amendment Number	Future Land Use Change From-To	LPA Hearing Date	Board Hearing Date
A	Sanford Commerce Center SSFLUMA and PD Major Amendment Rezone	Z2026-06 02.26SS.01	Commercial to Industrial	07/01/2026	08/11/2026

(b) The associated rezoning request was completed by means of Ordinance Number 26-_____.

Section 3. Severability:

If any provision of this Ordinance or the application 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 4. Exclusion from County Code/Codification:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance will not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to this Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan to reflect adopted amendments to the Plan.

Section 5. Effective Date:

(a) The County will provide a certified copy of this Ordinance to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes.

(b) This Ordinance will take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth in this Ordinance, if the amendment is not challenged in a timely manner, will be no earlier than thirty-one (31) days after the adoption date of the amendment or simultaneous and concurrent with the County's approval of a Final Development Plan for the Sanford Commerce Center PUD per Development Order #26-20500003, whichever occurs later. If challenged within the appropriate time period, this amendment will become effective on the date the State Land Planning Agency or the State Administration Commission enters a final order

determining the adopted amendment to be in compliance or simultaneous and concurrent with the County's approval of a Final Development Plan for the Sanford Commerce Center PD per Development Order #26-20500003, whichever occurs later. No development orders, development permits or land uses dependent upon this amendment may be issued or commence before it has become effective.

ENACTED this 11th day of August, 2026

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A

Amendment 02.26SS.01

LEGAL DESCRIPTION

Lot 2, CBK DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 91, Pages 21-24, of the Public Records of Seminole County, Florida

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO PARCEL 21-19-30-513-0000-0020 LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Sanford Commerce Center PD Major Amendment Rezone, dated August 11, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from PD (Planned Development) to PD (Planned Development) pursuant to the provisions contained in Development Order #26-20500003, attached to this Ordinance as Exhibit “A” and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT “B” FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of

County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. 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 the latter of: (i) the recording date of the Development Order #26-20500003 in the Official Land Records of Seminole County; (ii) filing this Ordinance with the Department of State; or (iii) the companion Future Land Use Amendment Ordinance No. 2026-___ being deemed final in accordance with Florida Statutes Chapter 163, Part II; or (iv) simultaneous and concurrent with the County's approval of a Final Development Plan for the Sanford Commerce Center PD per Development Order #26-20500003.

ENACTED this 11th day of August, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT "A"
DEVELOPMENT ORDER

FILE NO.: PZ2026-06 DEVELOPMENT ORDER # 26-20500003

SANFORD COMMERCE CENTER PD
SEMINOLE COUNTY DEVELOPMENT ORDER

On August 11, 2026, Seminole County issued this Development Order which shall replace in its entirety the Second Revised and Restated Orange Boulevard Property PD #25-20500006, issued June 23, 2025, as recorded in Seminole County Official Records Book 10847 Pages 1673-1678, relating to and touching concerning the following described property:

Legal Description
Lot 2, CBK DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 91, Pages 21-24, of the Public Records of Seminole County, Florida

(The above-described legal description has been provided to Seminole County by the owner of the above-described property)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Sanford Commerce Center SSFLUMA & PD Major Amendment Rezone

Requested Development Approval: Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square-foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Anne Marie (Annie) Sillaway, AICP
Principal Planner
1101 East First Street
Sanford, Florida 32771

FILE NO.: PZ2026-06 DEVELOPMENT ORDER # 26-20500003

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this Development Order approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property; replace in its entirety, the Second Revised and Restated Orange Boulevard Property PD Development Order #25-20500006, issued June 23, 2025, as recorded in Seminole County Official Records Book 10847 Pages 1673-1678:

A. Development must comply with the Master Development Plan attached hereto as "Exhibit A".

B. Maximum Intensity Floor Area Ratio: 0.65

C. Maximum Building Height: Thirty-five (35) feet

D. Perimeter building setbacks:
North: Twenty-five (25) feet
South: Ten (10) feet
East: Ten (10) feet
West: Sixty (60) feet – one (1) story building
100' – two (2) story building
150' – three (3) story building

E. Perimeter Landscape Buffers*:
North: None
South: None
East: None
West: Twenty-five (25) foot wide landscape buffer with a three (3) foot high berm; landscape components shall provide an opacity rating of 0.5 opacity with 2.7 plant units per 100 linear feet using Plant Group B. Plantings shall be installed on top of the three (3) foot high berm to provide a buffer.
*Additional criteria may be required at the time of the Final Development Plan.

F. **Permitted Uses**:

- Those uses permitted under C-1 (Retail Commercial), C-2 (General Commercial), C-3 (Heavy Commercial & Very Light Industrial), and M-1A (Very Light Industrial) districts; Excluding Retail Sales (Light and General Retail Uses) which shall be ancillary to the primary operational use.
- All Special Exception uses under the C-1, C-2, C-3, and M-1A zoning districts (as approved by the Board of County Commissioners).
- Additional uses that require Special Exception Approval: Indoor Recreation; Physical Fitness Studios including dance and martial arts; Day Care Centers.

G. **Prohibited Uses**:

1. Adult Entertainment Establishments
2. Alcoholic Beverage Establishments
3. Animal Processing
4. Automobile Wrecking Lots
5. Bottle and Distribution Plants
6. Car Wash
7. Civic Assembly Uses (Neighborhood, Community, Regional)
8. Commercial Kennels
9. Communication Towers
10. Concrete Block Plants
11. Convenience Store
12. Drive-in Theatres
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14. Feed Mill Manufacturing
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16. Greenhouses
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18. High School, Public or Private
19. Incineration of Organic Materials
20. Junk and Receiving Yards
21. Laundry and Dry-Cleaning Plants
22. Middle School, Public or Private
23. Multi-Family Housing
24. Outdoor Recreation and Amusement Uses
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26. Redi-Mix Concrete Plants
27. Retail Plant Nursery

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32. Solid Waste transfer
33. Storage and Recovery Stations
34. Temporary Sales of Agricultural products
35. Theaters and Cinemas
36. Truck Terminal
37. Wholesale Storage of Flammable Liquids or Gases

H. Hours of Operation: Outdoor loading/unloading and outdoor work activities shall be limited to 7am – 9pm Monday – Friday.

I. At the time of the Final Development Plan, additional conditions may be imposed to provide sound attenuation for the benefit of the residential development to the west. Noise mitigation measures may include, but are not limited to, the placement of loading docks and bay doors to face away from the western perimeter.

J. At the time of Final Development Plan the Developer may be required to provide a letter of approval from the utility power provider if buildings or infrastructure are proposed to be located within the existing utility transmission easements.

K. Outdoor storage areas shall be screened from view from any road or adjoining parcel outside of the development. Screening shall consist of walls or fences and shall be opaque to a height of at least eight (8) feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

L. The development shall provide a minimum of twenty-five (25) percent open space in accordance with the Seminole County Land Development Code.

M. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single-family properties.

N. Retention ponds shall be designed such that they are not required to be fenced.

O. The developer must provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside of the development.

P. All project signage must comply with the Land Development Code of Seminole County.

Q. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.

R. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.

S. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.

T. Parking shall be provided at a ratio of 1.25 parking spaces per 1,000 square feet of building for all development.

U. The western buffer is required to be maintained by the property owner(s).

V. Any development on the subject property shall be held to the Performance Standards of the SCLDC.

W. The owner will be required to maintain the portion of the existing pre-cast wall located along the western boundary of Lot 2.

X. The seventy (70) foot utility and access easement will be required to be vacated at the time of the Final Development Plan.

Y. In the case of a conflict between the written conditions A through X in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through X will apply.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite

approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon the effective date of the associated comprehensive plan amendment enacted in association with Sanford Commerce Center PD (as referenced in Exhibit A), on August 11, 2026, or simultaneous and concurrent with the County's approval of a Final Development Plan hereunder for the Sanford Commerce Center PD, whichever occurs later.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
ANDRIA HERR, CHAIRMAN

FILE NO.: PZ2026-06 DEVELOPMENT ORDER # 26-20500003

EXHIBIT A
Master Development Plan

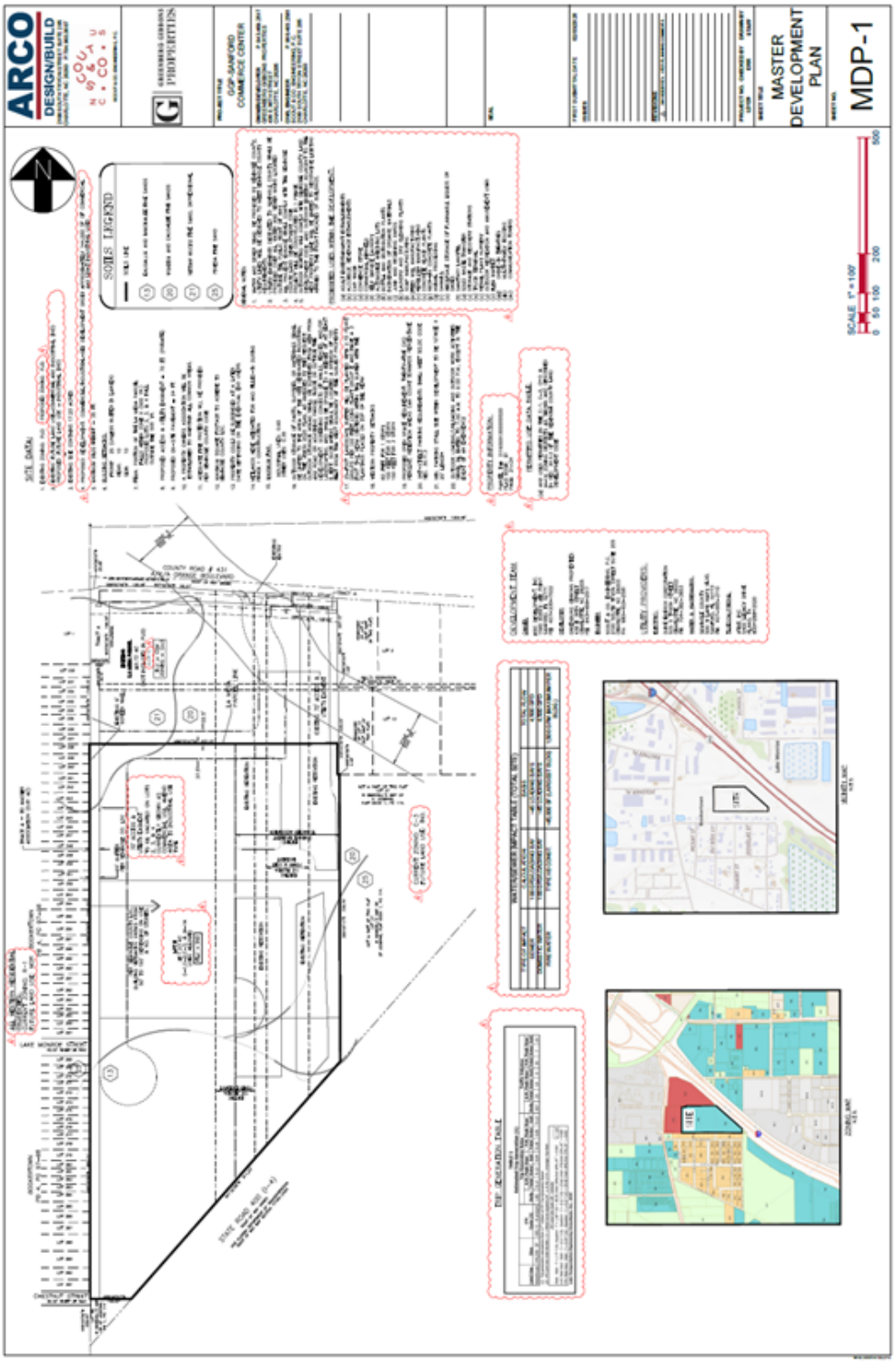


EXHIBIT “B”
LEGAL DESCRIPTION

Lot 2, CBK DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 91, Pages 21-24, of the Public Records of Seminole County, Florida

ORIGINAL PARKING RATIO PROPOSED BY APPLICANT

Required by the Seminole County Land Development Code:

- Manufacturing Concerns and Warehouses: One (1) space per two (2) employees, plus one (1) space per company vehicle; and;
- General Business/Retail/Office: First 10,000 sq. ft. – Four (4) spaces per 1,000 sq. ft. and above 10,000 sq. ft.- three (3) spaces per 1,000 sq. ft.

Originally Proposed by Applicant:

- Warehouse: 0.5 spaces per 1,000 square feet.
- General Business/Retail/Office: 3 spaces per 1,000 square feet.

Due to the allowable mix of uses onsite, Staff does not support the parking reduction as proposed by the Applicant and recommends the following:

Originally Proposed by Staff: a minimum parking ratio of two (2) parking spaces per 1,000 square feet. This recommendation reflects the wide range of permitted uses proposed within the Sanford Commerce PD. Because these uses vary in intensity, staff determined that a consistent minimum parking ratio of two (2) spaces per 1,000 square feet is appropriate and can be reasonably met by all permitted uses within the district.

Staff and Applicant Compromise:

Staff and the Applicant are both agreeable to limiting Light and General Retail uses to be ancillary to the primary operational use; prohibiting additional uses such as theaters, grocery stores, temporary agricultural sales, greenhouses, plant nurseries, neighborhood civic assembly uses, and K–12 schools; and requiring Special Exception approval for indoor recreation, physical fitness studios (including dance and martial arts), and daycare centers.

With the reduction of uses, Staff supports an overall parking ratio of 1.25 spaces per 1,000 sq. ft

Sanford Commerce Center (Project No. 26-20500003)
Minutes of Community Meeting Held on May 14, 2026

The Community Meeting was held at the Bookertown Community Center, 4631 Gilbert Street, Sanford, Florida.

In attendance for the Applicant were Drew Thigpen, Colton Murphy, and S. Brent Spain, Esquire, and on behalf of the current property owners/seller, Chad Moorhead and Patti Sholar

A mailing radius of 1,500 feet was used for the Community Meeting Notice, and approximately 400 notices were mailed on April 29, 2026. Copies of the mailing list and notice map are on file with the Seminole County Planning Department.

Eighteen (18) members of the public filled out the Attendee Sign-In Sheet provided at the door to the Bookertown Community Center. A copy of the Attendee Sign-In Sheet is on file with the Seminole County Planning Department.

The Community Meeting was scheduled to begin at 6:00 pm, but at the request of Eunice Brown with the Bookertown Improvement Association, the Applicant delayed the start to approximately 6:25 pm to allow time for additional neighbors to arrive.

Drew Thigpen of Greenburg Gibbons Properties ("GGP") welcomed those in attendance and provided an introduction and an overview of GGP and its existing projects in the southeast. Mr. Thigpen then provided an overview of the proposed Sanford Commerce Center project. He discussed the nature of the pending request to assign an Industrial (IND) future land use classification to the entire property and amend the existing Planned Development ("PD") to allow certain C-1, C-2, C-3 & M-1A uses across the entire site, subject to certain conditions and restrictions.

Mr. Thigpen made a PowerPoint presentation that included the proposed Master Development Plan ("MDP"), a conceptual building layout, photographs of an existing GGP project, and multiple renderings of the proposed development from different angles on the subject property. The proposed conceptual plan/building layout reflected four (4) buildings, totaling approximately 144,000 square feet, ranging in height from twenty-two (22) feet to less than thirty-five (35) feet as the buildings step up towards Interstate 4.

Mr. Thigpen also discussed the proposed landscape buffer, the existing 6-foot-tall wall along the western property line, and the inclusion of additional 10-foot screening walls on portions of the proposed buildings. Mr. Thigpen also noted increasing the setback under the existing MDP from fifty (50) feet to sixty (60) feet along the western property boundary under GGP's proposed four (4) building plan. Mr. Thigpen also mentioned the hours of operation limitation being imposed to restrict outdoor work activities and outdoor loading/unloading to 7:00 am to 9:00 pm, as well as prohibitions on certain uses that are not currently prohibited under the existing PD. During his presentation, Mr. Thigpen also discussed the economic benefits of the project, including anticipated tax revenue and job creation. Mr. Thigpen also confirmed GGP will be the longtime holder of the property, with GGP owning the buildings and leasing to tenants. In this regard, Mr.

Thigpen stated GGP has its own property management team to ensure its property stay clean and no issues arise with tenants. Mr. Thigpen also stated the project would be constructed in a single phase within twelve (12) months, as opposed to multiple phases over an extended period of years.

During his presentation, Mr. Thigpen opened the floor to questions and comments from those in attendance.

The first attendee made a point about the current noise experienced from I-4 because the subject property was cleared a while back. The attendee commented that the property used to be wooded at one time, which helped reduce the sound from I-4, but since it was cleared the neighborhood experiences the I-4 noise all day long. The attendee thought the proposed buildings would help block noise from I-4.

Mr. Thigpen agreed that the buildings should help with some roadway noise attenuation from I-4.

An attendee asked about the tax revenue from the project.

Mr. Thigpen referred back to GGP's estimate on the increased tax revenue that the project is anticipated to generate for Seminole County.

Another attendee asked about the potential benefit to Bookertown of the proposed project.

Mr. Thigpen responded by stating that the proposed flex space caters to smaller, local businesses, which generally are viewed as job creators for skilled labor.

An attendee asked about stormwater for the project.

Mr. Thigpen responded by showing where the stormwater ponds already exist on the property. Such stormwater ponds will hold and treat all of the water generated both during construction and the operation of the flex space.

An attendee asked about the ground elevation of the project and whether the buildings would be built up.

Mr. Thigpen responded that the buildings would be built at the existing ground level.

An attendee asked if the project would affect the real estate taxes paid in Bookertown.

Mr. Thigpen indicated that the taxes on the subject property will likely increase once the flex space buildings are built. However, development of the flex space buildings should not have an impact on residential taxes within Bookertown.

An attendee asked if the project was related to the new truck stop facility FDOT is building on I-4.

Mr. Thigpen said "no."

Several attendees then asked about the status of the road widening of Orange Boulevard.

Mr. Thigpen and Mr. Madden responded by stating that it was their understanding the County has acquired the needed land for that road project – at least the County has from the subject property – and the road widening is anticipated to occur within the next year or two.

An attendee asked if GGP plans to stay involved with the project or sell it.

Mr. Thigpen responded by confirming that the project is a long-term hold for GGP and GGP will continue to own the project and lease units to tenants. Mr. Thigpen also confirmed that GGP has its own management company to oversee the site, whereas others frequently use third-party management companies.

An attendee asked about the hours for construction.

Mr. Thigpen and Mr. Spain advised that hours of construction are regulated by the Seminole County Code. Mr. Thigpen also confirmed that the project would be built in one phase.

An attendee asked about the construction access for the site.

Mr. Thigpen indicated that all construction access would be through the main entrance/exit to the property.

An attendee asked about the uses on the property.

Mr. Thigpen explained that Lots 2 and 3 are currently allowed C-1, C-2, C-3, and M1-A uses. Lot 4 is currently allowed C-1 and C-2 uses. The proposal seeks to allow C-3 and M1-A uses on Lot 4. Mr. Thigpen explained that the proposed PD amendment expressly prohibits several uses that are currently allowed under the existing PD on the property. Mr. Thigpen also noted the hours limitation on loading/unloading and outdoor activities with the PD amendment that does not exist in the current PD.

Several attendees expressed their desire for Seminole County to install a traffic light for Bookertown.

Ms. Brown with the Bookertown Improvement Association informed the folks in attendance that it was important to attend County Commission meetings on a regular basis so that the Commission is aware of the community's desires, including the need for a traffic light.

Mr. Thigpen allowed time for every question or comment desired by any attendee at the community meeting and he answered or responded to every question.

The overall response from those in attendance at the community meeting was positive with attendees voicing that the proposed commercial/light industrial flex space was much better than other uses that could be developed under the current zoning. Attendees also saw the project as a

positive due to the acoustic buffer it would provide that has been lost since the previously wooded parcel in-question was cleared. The noise pollution they have felt from Interstate 4 since that clearing has been extensive, and the presence of these buildings and structures to shield them from that noise was seen as a big positive by many attendees.

Following all questions and comments by the attendees, Mr. Thigpen thanked everyone for attending and offered to share his direct contact with anyone in case they had any questions. Mr. Thigpen and Mr. Spain also stayed around during the cleanup of the meeting to continue to speak with or answer any questions from attendees. Mr. Spain also provided Mr. Thigpen's direct contact information to Reginald Campbell and Eunice Brown with the Bookertown Improvement Association should any follow-up questions arise. The community meeting was concluded at approximately 7:30 pm.

Community Meeting
Attendee Sign-In Sheet
Sanford Commerce Center
Small-Scale Future Land Use Map Amendment and PD Amendment – PZ26-20500003

	NAME	ADDRESS	E-MAIL CONTACT
1.	Brent Spain	1809 Edgewater Dr Orlando, FL 32804	sbs@theriaquelaw.com
2.	Eunice Brown	4520 Douglas Street, Sanford	eunicegolden992@gmail.com
3.	Gardale Blake	4660 Dubois Street, Sanford FL	gardalebblake@gmail.com
4.	Octavius Clark	4720 Chestnut	OckyClark@gmail.com
5.	Sandra Parker	4770 Chestnut ST	Swparker1957@gmail.com
6.	Helen Ward	4740 Chestnut ST.	
7.	Mennie Williams	4560 Douglast st Sanford Fl 32771	Mennie44@gmail.com
8.	Amanda Stokes	4781 Richard Allen St	amandastokes55@yahoo.com
9.	Voncije Davis	4660 Gilbert St Sanford 32771	diavon06@yahoo.com
10.			

Community Meeting
Attendee Sign-In Sheet
Sanford Commerce Center
Small-Scale Future Land Use Map Amendment and PD Amendment – PZ26-20500003

	NAME	ADDRESS	E-MAIL CONTACT
1.	Sabrina Melton	1152 Dunbar ave	
2.	Shuwan Jackson	4531 Dubois Street	
3.	ANDRÉ JACKSON	↓ ↓ ↓	
4.	TAWANNA SCOTT	4626 Gilbert St Sanford FL	
5.	Vernon Scott	4632 Gilbert St	
6.	Reginald Campbell Sr.	4501 Richard Allen St.	
7.	James Burroughs		
8.	Shemeka Stokes	831 Dunbar Ave	
9.	Jennie Lee Williams		
10.	Awne Williams	4341 Richard Allen St	

Community Meeting
Attendee Sign-In Sheet
Sanford Commerce Center
Small-Scale Future Land Use Map Amendment and PD Amendment – PZ26-20500003

	NAME	ADDRESS	E-MAIL CONTACT
1.	Patti Sholar	1590 Bobbylee Pl. Sanford FL 32771	PSholar@kbcdevcom
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Grant Maloy, Clerk Of The Circuit Court & Comptroller Seminole County, FL
Inst #2025060822 Book:10847 Page:1673-1678; (6 PAGES) RCD: 6/23/2025 10:50:34 AM
REC FEE $52.50

FILE NO.: PZ2025-08 DEVELOPMENT ORDER # 25-20500006

SECOND REVISED AND RESTATED SEMINOLE COUNTY DEVELOPMENT ORDER ORANGE BOULEVARD PROPERTY PD

On June 25th, 2025 Seminole County issued this Second Revised and Restated Development Order to the Orange Boulevard Property PD which shall replace in its entirety the Orange Boulevard Property PUD Development Order #05-20500008, issued on November 15, 2005, as recorded in Seminole County Official Records Book 06021 Pages 1357 through 1363, and the Orange Boulevard Property PUD Revised and Restated Development Order #07-21700007, issued on March 25, 2008, and recorded in Official Records Book 06988, Pages 849 through 856, relating to and touching and concerning the following described property:

Legal Description
Lot 2, CBK DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 91, Pages 21 - 24, of the Public Records of Seminole County, Florida.

(The above-described legal description has been provided to Seminole County by the owner of the above-described property and includes the remainder property subject to the Orange Boulevard PD.)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Orange Boulevard Property PD Minor Amendment

Requested Development Approval: Minor Amendment to the Orange Boulevard Property PD to remove approximately 5.72 acres on the northern portion of property from the PD.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and the remaining property, as described above, will be developed consistent with this Development Order and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Kaitlyn Apgar, Senior Planner
1101 East First Street
Sanford, Florida 32771

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 06/23/2025 11:01:20 -04:00
eCertified Id: FFED-5AFD-5EFW

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this Second Revised and Restated Development Order approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property; replace in its entirety, the Orange Boulevard Property PD Development Order #05-20500008, issued on November 15, 2005, as recorded in Seminole County Official Records Book, 06021 Pages 1357 through 1363, and the Orange Boulevard Property PUD Revised and Restated Development Order #07-21700007, issued on March 25, 2008, and recorded in Official Records Book 06988, Pages 849 through 856:

A. Except as provided in paragraph (c) below, permitted uses throughout the development shall be in accordance with the provisions of the C-1 and C-2 districts, including special exception uses, with the following additional uses:

   mechanical garage
   lumber yard
   construction company with outdoor storage screened from off-site view
   highway striping company
   paint and body shop
   office showroom with no assembly or manufacturing
   service stations with gas pumps as an accessory use

B. Except as provided in paragraph (c) below, permitted uses within the area of the development designated as Industrial per the Future Land Use Map shall be in accordance with the provisions of the M-1A district, including special exception uses.

C. Communications towers shall be allowed by right in the Commercial area of the site where listed as a permitted use in C-1 and C-2. Communications towers shall be allowed by right in the Industrial area of the site where listed as a permitted use in M-1A. Any communications tower which exceeds the limitations established by the Code for permitted uses shall require a major amendment to the PUD.

D. The following uses shall be prohibited within the development:

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

adult entertainment establishments
alcoholic beverage establishments
drive-in theatres
multi-family housing

E. Development in the Industrial portion of the site shall be subject to a maximum floor area ratio (FAR) of 0.65. Other areas shall be limited to a maximum FAR of 0.35.

F. Outdoor storage of parts, supplies, or materials shall be limited to the area of the site designated Industrial on the Vision 2020 Plan, as amended by this request. Outdoor storage areas shall be screened from view from any road or adjoining parcel inside or outside of the development. Screening shall consist of walls, fences, and/or landscaping, and shall be opaque to a height of at least 8 feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

G. The area between the internal access road and the west site boundary shall have a 25-foot buffer containing 4 canopy trees per 100 feet and a 6-foot-high brick or masonry wall.

H. Building height shall be limited to 35 feet. Setbacks from the west property line shall be as follows:

50 feet for 1-story buildings
100 feet for 2-story buildings
120 feet for 3-story buildings

I. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).

J. Retention ponds shall be designed such that they are not required to be fenced.

K. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single-family properties.

L. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.

M. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.

N. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.

O. Outdoor lighting adjacent to the west property line will be limited to decorative lighting affixed to the front facades of buildings. Security lighting with motion sensors shall be permitted on any part of the site.

P. All development shall comply with the Preliminary Master Plan. attached as Exhibit

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and

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Seminole County, Florida

binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court.

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 06/23/2025 11:01:20 -04:00
eCertified Id: FFED-5AFD-5EFW

Done and Ordered on the date first written above.

Approved as to form and legal sufficiency

Neysa Borkert
County Attorney

DONE AND ORDERED ON
THE DATE FIRST WRITTEN ABOVE

By: _____

Dagmarie Segarra, Deputy Director
Development Services

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, by Dagmarie Segarra who is [X] personally known to me or [ ] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of June, 2025.

Kaitlyn Apgar

Notary Public, in and for the County and State Aforementioned

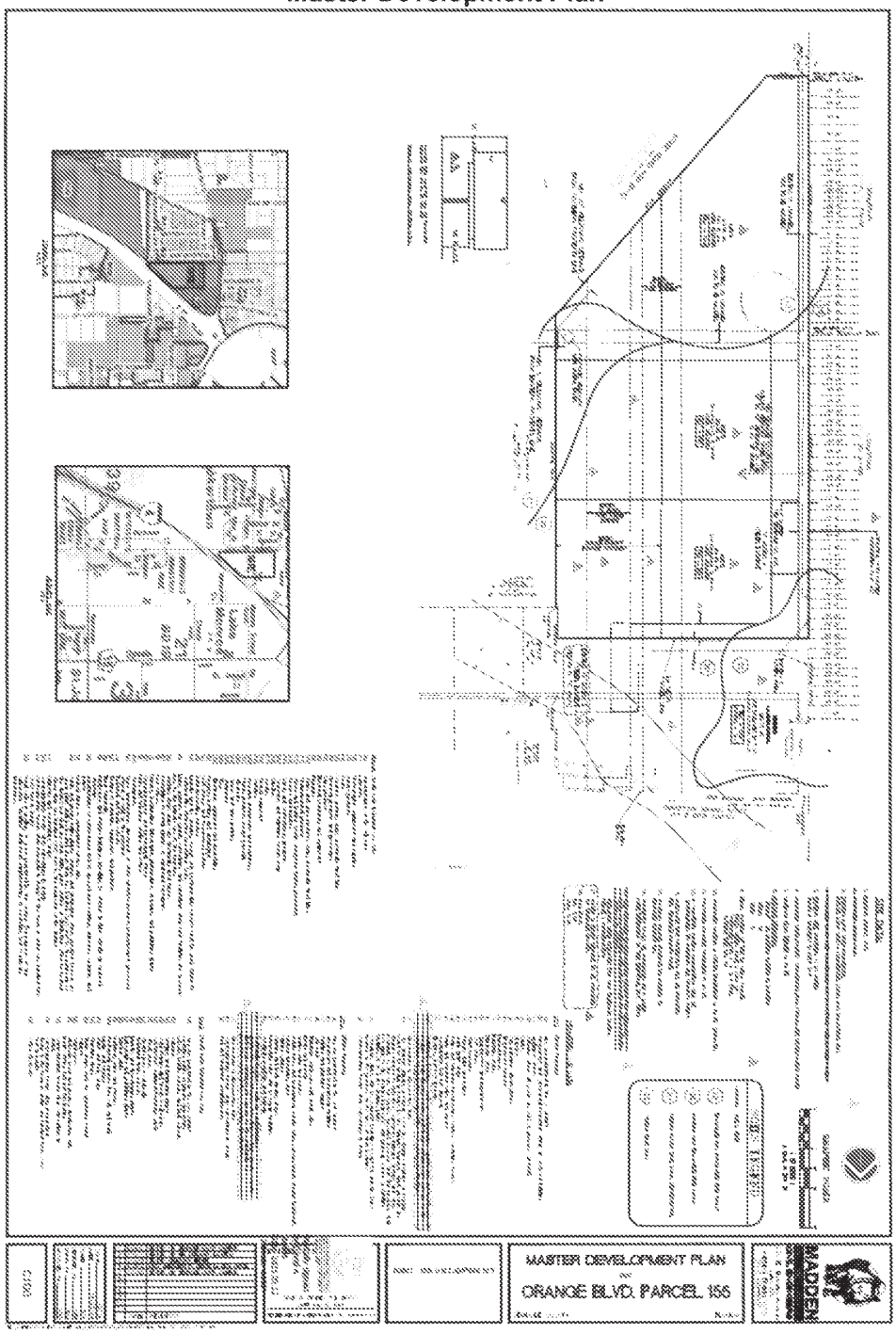
My Commission Expires:

Notary Public State of Florida
Kaitlyn Apgar
My Commission HH 393984
Expires 5/3/2027

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

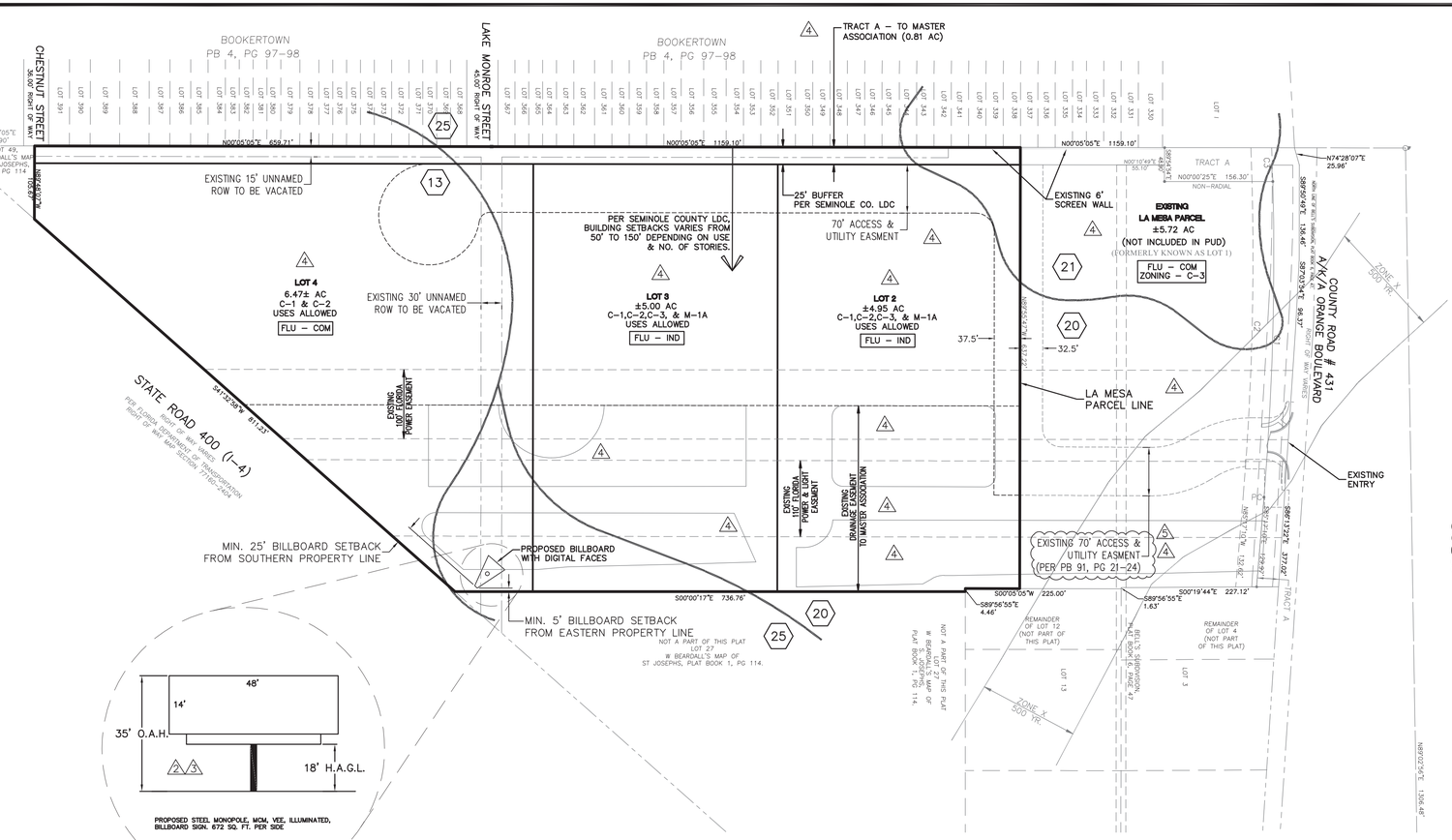
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Page 5 of 6

EXHIBIT A
Master Development Plan



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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/23/2025 11:01:20 -04:00
eCertified Id: FFED-5AFD-5EFW
Page 6 of 6



SITE DATA:

1. EXISTING ZONING: PUD
2. ~~PROPOSED ZONING PUD~~
3. EXISTING LAND USE–COMMERCIAL
   FUTURE LAND USE – COMMERCIAL (COM) AND INDUSTRIAL (IND)
4. ~~PROPOSED LAND USE–COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)~~
5. EXISTING SITE CONTAINS 17.23 ACRES
   TRACT A (BUFFER) + LOTS 2–4
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL–SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE LA MESA PARCEL FALLS WITHIN ZONE X (500 YR.) PROPOSED LOTS 2, 3, & 4 FALL OUTSIDE THE 500 YR.
10. PROPOSED ACCESS & UTILITY EASEMENT = 70 FT. (PRIVATE)
11. PROPOSED ON–SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. ~~SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.~~
    WETLANDS WERE MITIGATED FOR AND FILLED–IN DURING PHASE 1 CONSTRUCTION
17. WATER & SEWER SERVICE TO BE PROVIDED BY SEMINOLE COUNTY.
18. MAX F.A.R.:
    IND: 0.65
    COM: 0.35

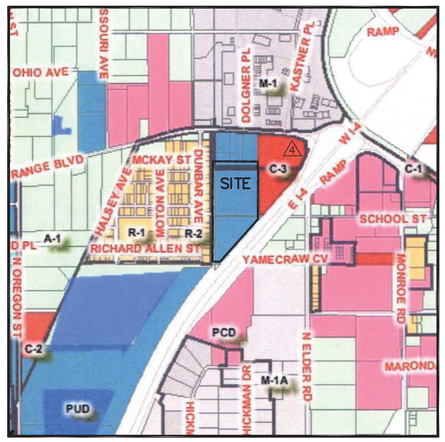
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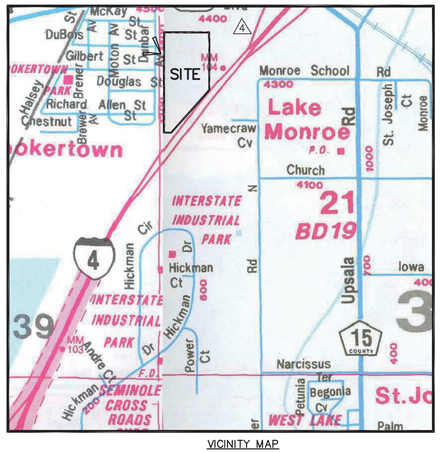
(IN FEET)
1 inch = 100 ft.

SOILS LEGEND

	SOILS LINE
13	EAUGALLIE AND IMMOKALEE FINE SANDS
20	MYAKKA AND EAUGALLIE FINE SANDS
21	NITTAW MUCKY FINE SAND, DEPRESSIONAL
25	PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

PZ25-20500006
06/23/25

APPROVED
Seminole County Government
Planning & Development Division

PERMITTED USE DATA

C–1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive–in.
(t) Theatres, but not drive–in.
(u) ~~Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R–3 zoning classification.~~
(v) Above–store or above–office flats.
(w) 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.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C–2 (Entire Property)

(a) Any use permitted in the C–1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
(h) Mobile home and recreational vehicle sales. (service/repair/interior build–out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) ~~Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R–3 zoning classification.~~
(o) Above–store or above–office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C–3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C–2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment–storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry–cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M–1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen–food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water–based and/or epoxy–based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out–patient service only.
(u) Public and private utility plants, stations and distribution office; 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.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) 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.

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629–8330

MASTER DEVELOPMENT PLAN
FOR
ORANGE BLVD. PARCEL 155
SEMINOLE COUNTY FLORIDA

KBC DEVELOPMENT

DAVID ASHLEY STOKES No. 66527 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by David Ashley Stokes, P.E. using a digital signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DAVID A. STOKES, P.E. #66527
DATE: May 22, 2025
CERTIFICATE OF AUTHORIZATION NO. CA–0007723

Digitally signed by David A Stokes
Date: 2025.05.22 20:01:05 -04'00'

	DATE	REVISIONS
1	8/26/05	REVISED PER SEMINOLE COUNTY COMMENTS
2	8/15/07	REVISED PER NEW BILLBOARD LOCATION
3	4/28/08	REVISED PER SEMINOLE COUNTY COMMENTS
4	4/22/24	MINOR AMENDMENT TO REMOVE LA MESA PARCEL
5	5/21/25	REVISED PER SEMINOLE COUNTY COMMENTS
6		
7		
8		
9		
10		
11		

JOB # 25116
DATE: 11/21/24
SCALE: N/A
DESIGNED BY: CHM
DRAWN BY: RJS
APPROVED BY: DAS

C100

H:\Data\25116 KBC South\eng\MDP–2025\25116–MDP.dwg May 22, 2025 6:40 AM

Topic: Sanford Commerce Center SSFLUMA and PD Major Amendment 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 Small Scale Future Land Use Map Amendment from Commercial and Industrial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square feet for commercial and industrial flex space warehouse development on approximately 17.23 acres, located south of Orange Blvd, and approximately one-half (0.50) mile east of Oregon S

Question 1: **Does the proposed legislative action have an economic cost to the public or taxpayers of Seminole County? (Seminole County Home Rule Charter Section 2.2.D.)**

- ☐ Yes.
- ☑ No.

Question 2: **This question only applies to ordinances: Does the subject matter or purpose of the proposed ordinance fall into any of the following categories? Please check all that apply (Section 125.66(3)(c), F.S.):**

- ☑ Required for compliance with Federal or State law or regulation;
- ☐ Relates to the issuance or refinancing of debt;
- ☐ Relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the local government;
- ☐ Is an emergency ordinance;
- ☐ Relates to procurement; or
- ☐ Is being enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, F.S. and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, F.S.;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
    c. Sections 190.005 and 190.046, F.S., regarding community development districts;
    d. Section 553.73, F.S. relating to the Florida Building Code; or
    e. Section 633.202, F.S. relating to the Florida Fire Prevention Code.

If you answered NO to Question 1 and checked any boxes in Question 2 then STOP, this form is now complete.
If you answered YES to Question 1 and checked any boxes in Question 2 then complete Question 3.
If you answered YES to Question 1 and did not check boxes in Question 2 then complete Questions 3-5.

Question 3: **What are the potential direct economic impacts (i.e. estimated costs/revenues to County, property owners, taxpayers, etc.) and indirect economic impacts (i.e. perceived positive/negative impacts on property values, etc.) of implementing the ordinance or resolution? (Seminole County Administrative Code Section 2.20)**
Question 4**: What is the estimated direct economic impact of the proposed ordinance on private, for profit businesses in the County, including the following, if any (Section 125.66(3)(a)2., F.S.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes

Wednesday, July 1, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Richard Jerman, Carissa Lawhun, Dan Lopez, and Brandy Ioppolo

Absent Tim Smith, Mike Lorenz, and Lourdes Aguirre

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Development Services Director,
Dagmarie Segarra, Deputy Development Services Director, Neysa Borkert, Deputy County Attorney, Joe Lofaso, Assistant County Engineer, Joy Giles, Planning Manager, Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Proof of Publication. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

Approval of Minutes

Motion by Commissioner Richard Jerman, seconded by Commissioner Ioppolo, to approve the June 3, 2026 Minutes. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

NEW BUSINESS

Public Hearing Items:

1. Tatra Townhomes Rezone - ***REQUEST FOR CONTINUANCE TO THE AUGUST 5TH MEETING*** - Consider a Rezone from A-1 (Agriculture) to R-3A (Multiple Family Dwelling) for a seventy (70) unit townhome development on approximately 11.97 acres, located on the west side of Tatra St, north of W Chapman Rd; (Z2025-016) (Chris Leppert, Kimley-Horn and Associates, Inc.) District 1 - Dallari (Kaitlyn Apgar, Senior Planner)

   Kaitlyn Apgar, Senior Planner, stated that the applicant is requesting a continuance of this item. Chairman Carissa Lawhun stated that one public comment card was received and she asked the audience if any member would like to speak that cannot make the next meeting in August. No one responded. The meeting was continued to the August 5, 2026 P&Z meeting.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Dan Lopez to Continue the Tatra Townhomes Rezone to the August 5, 2026 Planning & Zoning Commission meeting. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

2. Mission BBQ Special Exception - Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive; BS2025-06 (William Leahy, Applicant) District 4 - Lockhart (Kaitlyn Apgar, Senior Planner).

   Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property has a Future Land Use of Commercial and a zoning designation of PD (Planned Development). The restaurant is part of an existing shopping center and is identified in the ETOR PD as Lot 2 of Tract D. The Mission BBQ establishment currently operates an existing bonafide restaurant and requests the Special Exception in order to serve beer and wine for on-site consumption. A bonafide restaurant is considered an establishment where the majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, per Seminole County Land Development Code (SCLDC) Sec. 30.6.6.2 (a)(1). Sec. 30.6.6.2(b) of the SCLDC requires that any establishment selling alcoholic beverages for on-premise consumption shall maintain a minimum separation distance of 1,000 feet (air-line measurement) from lot line of the establishment to the nearest lot line of the school. The subject property is approximately 501 feet from the closest school known as the Arbor School of Central Florida, and thus does not meet the 1,000-foot separation, requiring the Special Exception. The proposed development is consistent with the Special Exception criteria as stated in the following slides and Staff report. The subject property is within an established shopping plaza where there are other restaurants and commercial uses of similar nature. The requested Special Exception for an alcohol license is consistent with the commercial nature of the area and is ancillary to the property's function as a restaurant. Considering the property is within a shopping plaza, traffic patterns and calculations have already been accounted for to support the commercial use. The site gains access via the internal drive aisle that connects to Sun Drive, thus reducing any curb cuts onto a main arterial. Adequate parking meeting SCLDC standards is currently being provided on-site. The existing restaurant is consistent with the Comprehensive Plan in that the Commercial Future Land Use allows for a variety of commercial establishments intended to be located along major roadways. Lake Mary Boulevard is a principal arterial roadway, therefore the restaurant meets this intent. Within this planned shopping center and along the W Lake Mary Boulevard corridor exists numerous restaurants that serve alcohol. The subject property is not in proximity to residentially developed areas. This area is considered a major commercial node and the ancillary serving of alcohol by a bonafide restaurant is considered customary in practice. In compliance with Seminole County Land

Development Code, the Applicant conducted a community meeting on May 1, 2026. Details of the community meeting have been provided in the agenda package.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners approve the Special Exception and associated Development Order, per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Commissioner Richard Jerman addressed Staff that he was disappointed that (courtesy) notices were sent to everybody based on the required Code distances, but they didn't notify either one of the schools and he asked why they didn't. Commissioner Jerman further stated that he guesses the schools are far enough back that they didn't make the list. He asked if we heard from any of the schools, and Ms. Apgar responded that she had not.

Deborah Maine, for the applicant, of Lake Mary, Florida, stated that she is representing Mission BBQ. She further stated that based on their other Mission BBQ locations, the sale of alcohol is less than 1% of their sales. They are trying to compete with the surrounding restaurants who offer beer and wine with a meal.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Mission BBQ Special Exception. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

3. Kentucky Street Special Exception - Request for a Special Exception for a proposed

143-foot communication tower and four (4) variances to the required separation distance from properties with existing single family use, located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive; Z2025-15 (Mary Doty Solik, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner).

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the request has been evaluated in accordance with the provisions of the Seminole County Land Development Code including;

1. Section 30.6.7, which establishes performance standards for communication towers including setbacks and separation from uses between towers and height;
2. Section 30.3.1.5(a), which establishes the Special Exception criteria, applicable additional use standards and the A-1 criteria;
3. Section 30.6.7.3(b), Table 1, which establishes the variances criteria for communication towers, including aesthetic impacts, compatibility with abutting properties, additional provisions per section 30.6.7.1(b);
4. Consideration of Section 30.43(3), which establishes the standard variance criteria applicable to all variance requests.

The Applicant is requesting approval of a Special Exception to construct a 143-foot monopole communication tower designed to accommodate up to three wireless carriers. The property has a Future Land Use designation of Higher Intensity Planned Development-Airport and is zoned A-1 (Agriculture). The subject property is approximately 1.67 acres meeting the minimum required lot size and lot width of the A-1 zoning district. The Applicant proposes to place the communication tower in the northeast corner of the vacant site. A Special Exception is required for communication towers within the A-1 zoning district. The Special Exception request shall be evaluated for compliance with all applicable sections of the Seminole County Land Development Code (SCLDC). Pursuant to Sec. 30.6.7.3, communication towers must maintain a minimum separation distance (from existing single family residential uses) of 200 feet or 300% of the height of the tower, whichever is greater, unless a variance is granted. Such variance may be approved upon findings that the proposed tower minimizes aesthetic impacts and remains compatible with surrounding properties. The proposed tower height is 143 feet, which requires a separation distance of 429 feet. Four (4) variances are being requested from the required separation distance of 429 feet, measured from the outer extremity of the base of the communication tower to the property line of the parcel that has an existing single-family residential use. The tower is proposed to be located approximately 111 feet from the nearest property line of a residential use. The remaining three (3) residential parcels are located at a distance of 141 feet, 307 feet, and 308 feet from the base of the proposed communication tower. The applicant has obtained consent from all affected property owners for the reduced separation distance. The Board of County Commissioners may approve the request if it is determined that the use requested meets the Special Exception criteria. The proposed 143-foot monopole communication tower would negatively impact the character of the surrounding residential area with its encroachment intensified by the minimum separation distance of only 111 feet from the nearest residential property line. While the tower would generate de minimis traffic and telecommunications facilities are allowed within the HIP-AP Future Land Use designation, its proximity to nearby residences creates adverse effects despite its passive nature and limited noise.

Although the tower meets the A-1 zoning district's required side and rear setbacks, it does not meet the required 429-foot separation from four adjacent residential properties.

The subject property and surrounding parcels are zoned A-1, but the HIP-AP Future Land Use designation signals a long-term transition away from agriculture toward airport compatible development. As this area grows, new uses will align with that direction rather than agricultural activity.

Staff evaluated the request against the six (6) required variance criteria as follows:

1) While the proximity of the surrounding residential properties limits tower placement on the site, Staff does not find these conditions to be unique or substantially different from other similarly zoned properties;

2) Staff finds the need for the variance results from the Applicant's decision to locate the tower on a site that cannot meet the required residential separation distance;

3) Staff finds the approval would not confer a special privilege, because the variance process is available to all similarly situated properties under the same standards;

4) Staff finds the strict application of the Land Development Code would not deprive the property of rights commonly enjoyed by other A-1 properties, as the site retains all permitted uses within the zoning district, and the Applicant is responsible for demonstrating unnecessary hardship;

5) While the Applicant has located the tower in the northeastern portion of the property to maximize separation from nearby residences and has obtained letters of support from the affected property owners, Staff finds the property retains reasonable use without the variance;

6) Staff finds the request is not in harmony with the intent and purpose of Chapter 30, because it substantially reduces the required residential separation distance established to protect compatibility and minimize visual impacts. Although the proposal includes a monopole design and an eight-foot opaque fence, Staff finds these mitigation measures are not proportional to the magnitude of the requested reduction and does not support approval of the variance.

Staff finds that the proposed communication tower generally satisfies the Special Exception criteria of Section 30.3.1.5, however, the requested variance would substantially reduce the required 429-foot residential separation distance, undermining the compatibility and visual protections established by the Land Development Code and proposed mitigation measures do not adequately offset the magnitude of the requested reduction. Staff recommends denial of the requested variances and the associated Special Exception. If the Board chooses to proceed with the approval of the variance request, Staff requests that the Planning and Zoning Commission approve and refer the Special Exception to the Board of County Commissioners as per the following motion:

Based on Staff findings and evidence received at the hearing, the Planning and Zoning Commission finds the proposed Special Exception is not detrimental to the character of the area and will not adversely impact the public interest with the inclusion of the following Special Exception conditions:

1) *The proposed communication tower is to be designed as a monopole and will not exceed 143 feet, including antennas and lightning rod.*
2) *Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.*
3) *No signage or advertising shall be permitted on the proposed tower, unless otherwise required by law.*
4) *The proposed tower shall not be artificially lit, except to ensure human safety, or as required by the Federal Aviation Administration (FAA), which the Applicant is providing for the Orlando-Sanford Airport.*
5) *Prior to the issuance of Building permits, the Applicant shall obtain approval of a site plan that meets all other applicable Code requirements, including Chapter 40 of the Land Development Code, from the Development Review Committee (DRC).*
6) *Any Special Exception granted shall expire one (1) year after approval unless a development permit, based upon and incorporating the Special Exception, is obtained within the one (1) year period. One six (6) month extension may be granted by the Board of County Commissioners (SCLDC 30.3.6).*

The Applicant conducted a community meeting on April 8, 2026 and the details are included in the Board's agenda package.

Staff requests that the Planning and Zoning Commission recommend that the Board of County Commissioners ***deny*** the requested variance due to the required separation distance between the proposed communication tower and existing residential development. Because the Special Exception is contingent upon approval of the variance, Staff cannot support the Special Exception, unless the associated variances are granted. Therefore, Staff recommends the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Neysa Borkert, Deputy County Attorney, made a clarification from the slide presented, that if the Board decides to approve the request, the slide shown are the conditions that Staff would suggest be associated with the approval. Those conditions can be found in the agenda packet on page 88 of the Development Order.

Mary Doty Solik, for the applicant, of Orlando, Florida, stated that she is legal counsel

for C4 Towers, who is the tower developer in this application. Tim O'Shaughnessy is the Principal of C4 Towers and is also in the auditorium tonight. Ms. Solik provided a background on the location using a map shown on the overhead screen, cited property owned by the City of Sanford, surrounded on the north and east and stated it is intended for utility uses. She further stated the area is already sort of an industrial use affecting this particular neighborhood. They pushed the tower location to the northeast corner of the property in order to move it as far away from the residents as possible. It is a 139 foot tower with a 4 foot lightning rod, which makes it a total height of 143 feet. Multiply that by 300%, and that gives the setback of 429 feet. They have FAA approval for a 155 foot tower, but if they did that they would increase the variance length on the four (4) properties to the east and southwest, which then they wouldn't meet the variance to the residential structure on this property. She advised her client to lower the height in order to minimize the variances; at least to not have to need one from the residential property (shown on the screen). It is a 70' by 70' leased area, 60' by 60' compound. The tower has a 38' fall zone radius, in the unlikely event of a tower failure. The access comes off of Kentucky Street and runs along the southern boundary of the property and to the eastern property line. This is an area that is zoned Agriculture with some residential structures in that location. There is an underlying High Intensity Airport Future Land Use, which means that this area will be in transition. The Agricultural zoning is really more like a holding pattern. An elevation drawing of the tower was provided, with three (3) co-locators at 139' feet made of steel, which is about the most that can go on the tower. There are only three (3) licensed carriers left in the marketplace, with a T-Mobile anchored tower. There will be space on the tower available for AT&T and Verizon as their needs and budgets allow. They anticipate that all three (3) carriers will end up on this pole. There will be an 8' opaque fence at the bottom, with landscaping around the compound, and they meet all of the performance criteria related to fencing, landscaping, property line, and setbacks. She read the SCLDC Section 30.6.7.3(b)(3), regarding separation distances that 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. She further stated that there are four (4) properties that have a residential structure on them that are within the applicable setback distance. These properties submitted notarized written approval consent forms for the project, however the Planning Manager refused to reduce the separations. She stated that only one of the four properties has a homestead exemption. The other properties are owned by investors, LLCs, or corporations, and not family homesteaded. She further stated that the Code requires the setback from the outer base of the tower to the property line on which the residential structure is located. Their engineer measured the actual distance from the base of the tower to the actual structure on each of the properties. Most of the properties are long and irregularly shaped properties and because of that there are different numbers that can be calculated. When Staff states that they don't support the variance because they don't meet the intent of the Code, the visual impact buffer to the structures, there are unique circumstances that demonstrates on three of the four properties that the distance between the tower and the structure exceeds the 429'. There really is buffering there and they have met the intent of the Code when it comes to the buffering and separation between the tower and the structure itself. None of these structures face the tower, rather they face Jesup or Kentucky. They would argue that they have met the intent of the Code and that there are unique circumstances

given the layout of the properties and locations of the homes that demonstrate they are meeting the setbacks. Also, every single one of the property owners have okayed the project and signed notarized written consent for the project. There are not many choices (for cell towers) in the area. They cannot provide service to the area and meet a setback anywhere else due to the dense residential nature of the area. Ms. Solik stated that they do meet the variance criteria and cited each condition and in summary have satisfied the intent of the Code along with the affected properties consent.

No one spoke in favor of this request.

The following persons *spoke in opposition* to this request:

1. Ravichandra Sathari, of Sanford, stated that they live just south of the proposed proje in River Run Preserve, which is a dense community. Their opposition includes Staff's detailed reasons provided, how it (adversely) affects the value of their property, and they don't want to see the tower from their property.

2. Raghu Kundurthi, of Sanford, lives southwest of this property. He stated that he come from a telecommunications background. The type of the wavelength provided by these providers is important and why none of the cities in the country would ever allow an urban area or close to an urban area that is densely populated, like this area, to be picked as a site for a cell tower. Also, all of the wireless providers are to have towers completely camouflaged and decorated with canopies. (*remainder of comments inaudible*)

Opposition to this request was received *in writing* from the following:

1. Kiran Kumar Sankaramanchi of Sanford
2. Ravichandra Sathari Mallikarjuna, of Sanford
3. Ravichandra Pasala, of Sanford
4. Ranpraddeep Nallain *(spelling illegible)*
5. Purna Naga Mallika Nagamothu, of Sanford
6. Bala Sankar, of Sanford
7. Praveen Kumar Nukala, of Sanford
8. Tanmeeya Seh *(name not legible*), of Sanford

Public comment was closed.

Mary Doty Solik, in her rebuttal, stated the following:

The cell tower generates very little traffic once it is constructed; one vehicle trip per quarter, per carrier to inspect the tower in a light duty vehicle. The High Intensity Airport Future Land use of that area will generate far more traffic in the future than the cell tower ever will. A dense area is what drives the need for the cell tower. These (towers) need to be where the people are for cell coverage available to the people who live there. She did some more measurements and the first row of homes south of Kentucky Street is over 650' away from the tower and therefore meets the residential separation requirement from the tower. That setback is the means for addressing visual impact,

which they far exceed from the residents to the south.

Tim O'Shaughnessy, for the applicant, of Orlando, FL, stated that there is a real coverage need in this area. He spent a long time looking for the right property for the cell tower. He is from Seminole County and went to school here. He cares about the people in this neighborhood. He spoke to the neighbors in the area and this is the best he could find for the tower property location to fill the need for the area.

Commissioner Richard Jerman asked Staff what the underlying land use is to the east of this property in Sanford.

Dagmarie Segarra, Deputy Development Services Director, responded that the Future Land Use for Sanford is Airport Industrial and Commerce. This property is also included in the small area study that the County did a few years ago, which was designated as a mixed use area.

Commissioner Jerman stated that there was approval from the four impacted property owners, and he is concerned that there is a demand for towers, however, he doesn't want to set a precedent. The distance provided by the applicant is quite a bit of a distance, but looking from the property line, which is what the Code says, it's approximately a 75% variance. He is worried about the precedent they set, as the need is big for more towers. He isn't quite sure what to do and would like the Board's input.

Vice Chairman Brandy Ioppolo stated she feels the same, and agrees with Mr. Jerman's comments. She tries to put herself in the situation whether she's a homeowner or a tenant, and she doesn't want to look at a tower, even though they are trying to make it look nicer.

Commissioner Dan Lopez commented that the purpose of a Special Exception is because the request doesn't meet the Code. In his opinion, as long as the people who are directly affected aren't opposed to it then the variance contributes to the community. The benefits outweigh the concerns for establishing a precedent. He supports the project.

Vice Chairman Ioppolo stated that she knows we need more cell towers with the growing population, but thinks there is another location for it.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Richard Jerman, to deny the Kentucky Street Special Exception. The motion passed by the following vote:

Aye: Commissioner Jerman, Commissioner Lawhun, and Commissioner Ioppolo

Nay: Commissioner Lopez

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

4. Isola Retail PD Major Amendment Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage in conjunction with Building 2 only, as shown on the Master Development Plan, within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd; (Z2026-04) (Robert Isola, Applicant) District4 - Lockhart (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the Applicant is requesting a rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage exclusively to Building 2 within the Isola Retail PD. The subject property has an Industrial Future Land Use designation, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The intent of the Industrial Future Land Use designation is to provide appropriate locations for a variety of heavy commercial and industrial uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. On February 8, 2005, the Board of County Commissioners approved the Isola Retail PD, permitting C-3 (Heavy Commercial and Very Light Industrial) uses while prohibiting certain uses, including, but not limited to, marine sales and service, mechanical garages, and outdoor storage. The Applicant is requesting approval to include the use of outdoor storage on the developed site, limited to the southwest portion of the development and restricted to the tenant occupying Building 2. The proposed outdoor storage area will not impede or adversely affect on-site traffic circulation within the existing developed site with access coming off of Longwood Lake Mary Road. An existing dumpster enclosure is located within the proposed outdoor storage area and will remain in place. The Applicant has provided a letter of acceptance from Waste Pro confirming that the proposed additional fencing around the storage area is acceptable, provided that adequate access to the dumpster enclosure is maintained for service and collection operations to ensure uninterrupted service. Waste Pro has identified the conditions for continued service, which includes:

   1. the dumpster enclosure and surrounding storage area must maintain adequate maneuvering and access space for service vehicles during scheduled collection times;

   2. a gate combination, lock code, or other approved access methods must be provided for the exterior gate to allow drivers access to the dumpster enclosure for servicing, as necessary; and

   3. the proposed outdoor storage will not add any impervious area; therefore, the applicant is not required to modify the existing storm water pond.

The existing development meets the review criteria for the PD. The PD zoning is consistent with the Industrial Future Land Use and such that C-3, permitted within the Isola Retail PD, typically allows outdoor storage of parts, supplies, and materials within an enclosed or fenced area. The Applicant is exceeding the arbor requirements of the Code by proposing to install three (3) southern magnolia trees, each with a minimum three inch (3") caliper and a minimum height of ten feet (10'), around the outdoor storage area. Also, they will provide five (5) bicycle parking spaces near the front of the site to accommodate customers and employees who use bicycles for transportation. The Applicant meets Sec. 30.8.5.3 (d) (1-4) of the Planned Development Criteria. The proposed Planned Development zoning classification is compatible with the surrounding industrial development and is consistent with the allowable use and intensity provisions of the Industrial Future Land Use designation, that includes adequate buffering, an opaque fence, to provide visual screening from Longwood Lake Mary Rd and adjacent properties. Staff finds the requested PD zoning classification to be consistent with the Comprehensive Plan. The Applicant conducted a community meeting on April 27, 2026 with details of the community meeting provided in the Board's agenda package. The Isola Retail PD Major Amendment Rezone is proposed to be heard on August 11, 2026 by the Board of County Commissioners.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) as per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

John Frith, for the applicant, of Frith and Associates, is the engineer for the project. They concur with Staff's notes and approval. He and the owner, Bob Izollo, are available if there are any questions by the Board.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Dan Lopez, to approve the Isola Retail PD Major Amendment Rezone. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

5. Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone - Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, and approximately ½ mile east of Oregon St; (Z2026-06/02.26SS.01) (S. Brent Spain, Esquire, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that on November 15, 2005, the Board of County Commissioners approved a request for a Small Scale Future Land Use Amendment from Commercial to Industrial on approximately 9.9 acres, along with a Rezone from A-1 (Agriculture) to PD (Planned Development) on approximately 22.3 acres, known as the Orange Boulevard PD. The purpose of the request was to allow commercial uses permitted under the C-1 (Retail Commercial) and C-2 (General Commercial) zoning districts on Lots 1-4, and to allow industrial uses permitted under the C-3 (Heavy Commercial and Very Light Industrial), and M-1A (Very Light Industrial) zoning districts only on Lots 2 and 3. In 2024, Lot 1 was removed from the PD, reducing the acreage from 22.3 acres to 17.23 acres and was re-platted to combine Lots 2-4 into Lot 2. The purpose of this land use amendment and rezone is to allow those C-3 and M-1A uses throughout the entire PD on Lot 2 instead of restricting those uses to a designated area. The Applicant is retaining the original entitlements previously approved by the Board, including but not limited to: a maximum Floor Area Ratio (F.A.R.) of 0.65; a maximum building height of thirty-five (35) feet; and a building setback of one-hundred feet (100') for a two-story building, and a one-hundred fifty feet (150') setback for a three-story building along the west perimeter adjacent to the residential Bookertown neighborhood. The previously established prohibited uses also remains in effect, including mechanical garages, lumber yards, construction companies with outdoor storage, highway striping companies, paint and body shops, office showrooms without assembly or manufacturing, and service stations with gas pumps as an accessory use, and communication towers. The Applicant is also maintaining the existing twenty-five-foot (25') landscape buffer along the western portion of the site to preserve the established buffer. In addition to retaining these entitlements, the Applicant is proposing three (3) modifications to the PD:

   1. Vacating the western seventy-foot (70') platted access, drainage, and utility easement to allow expansion of the proposed flex-space warehouse building, which would otherwise encroach into a portion of that easement; and

2. Amending the Future Land Use designation on the portion of land previously known as Lot 4 of the Orange Boulevard PD, from Commercial to Industrial and adding permitted uses consistent with the C-3 and M-1A zoning district; and1.

3. Increasing the west perimeter building setback from the previous fifty (50) feet to sixty (60) feet for a one-story building.

The Applicant is also requesting a parking reduction as follows:

Per the Seminole County Land Development Code

- Manufacturing Concerns and Warehouses: with one (1) space per two (2) employees, plus one (1) space for a company vehicle; and

- General Business/Retail/Office: The first 10,000 sq. ft. is four (4) spaces per 1,000 sq. ft. and above 10,000 sq. ft. are three (3) spaces per 1,000 sq. ft.

Per the Applicants proposal:

- For Warehouses: 0.5 spaces per 1,000 square feet
- For General Business/Retail/Office: 3 spaces per 1,000 square feet.

Due to the allowable mix of uses onsite, Staff does not support the parking reduction as proposed by the Applicant and recommends the following:

Staff proposes: a minimum parking ratio of two (2) parking spaces per 1,000 square feet. This recommendation reflects the wide range of permitted uses proposed within the Sanford Commerce PD. Because these uses vary in intensity, staff determined that a consistent minimum parking ratio of two (2) spaces per 1,000 square feet is appropriate and can be reasonably met by all permitted uses within the district.

Access to the subject site is proposed through Lot 1 to the north, which connects to Orange Blvd, an urban major collector road. Orange Blvd currently operates at a level of service A or B, depending on direction and time of day, and has programmed improvements in the County's five year Capital Improvements Program. The developer will be required to construct a sidewalk extending to the north boundary line of the subject site, allow the future developer of Lot 1 (adjacent to the north) to complete the remaining sidewalk segment and connect it to the existing sidewalk along Orange Blvd. The Applicant has met the PD Review criteria for the requested Small Scale Future Land Use Map Amendment and PD Major Amendment, allowing C-3 and M-1A uses consistent with the Seminole County Comprehensive Plan. Although residential uses lie to the west, the north and east are established with industrial development, reflecting the area’s broader pattern of Heavy Commercial and Industrial uses. The PD sets limits on F.A.R., uses, setbacks, buffers, and height, and the Applicant provides added benefits including CPTED features, an innovative flex-space warehouse supporting economic development, and a substantial west-side buffer adjacent to the neighborhood. The project meets the Arbor Code requirements and adds internal pedestrian and bicycle connections to Orange Blvd. The subject property does not

have existing trees on site; however, the developer proposes to plant a substantial buffer along the west perimeter of the development adjacent to the existing residential neighborhood. As an infill project, the proposed development is consistent with the Central Florida Regional Growth Vision. It also supports Policy TRA 2.4.3, which promotes infill development to maximize the efficient use of the existing transportation network within urban areas. Additionally, the project is consistent with Policy FLU 5.4.6, which encourages employment and industrial uses adjacent to residential areas, provided compatibility is maintained. To ensure compatibility with the adjacent Bookertown neighborhood, the Applicant will provide a 25-foot landscape buffer and an increased building setback of at least 60 feet along the western portion of the site. Staff finds the proposed Industrial Future Land Use designation and PD zoning classification consistent with the Comprehensive Plan. The Applicant had a community meeting on May 14, 2026 and the details have been included in the Board's agenda package. This item is scheduled to be heard at the August 11, 2026 Board of County Commissioner's meeting.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt an Ordinance enacting a Small Scale Future Land Use Map Amendment and concurrent Rezoning Ordinance per the following two motions:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Comprehensive Plan and recommends the Board of County Commissioners adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment from Commercial to Industrial.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Development Order and Master Development Plan on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.

Drew Thigpen, for the applicant, with Pelican Industrial, in Charlotte, NC, presented this item. He is one of four owners and founders of Pelican Industrial. This is a $30M total cost to deliver from project design through occupancy. They estimate it will generate $250K annually in new tax revenue. They are committed to deliver this project in a single phase in under one year. This is a job creating product for Seminole County. Their company focuses on a hybrid project called shallow bay, light industrial, commercial service, or flex space; which this project straddles shallow bay/warehouse and single story suburban office. Mr. Thigpen continued with his presentation on the appearance of the buildings, and showed the exhibits and slide presentation on the overhead. He stated that they build all of their projects without knowing who will lease. The outward facing exterior will be an office appearance, along Orange Boulevard and I-4. The adjacent Bookertown neighborhood will not be able to view the loading activities, as they oriented the buildings perpendicular to the neighborhood, with a 25' landscape buffer and 10' screening walls between them. The four (4) storm water

ponds have already been constructed and approved by St. Johns River Water Management District (SJRWMD), which they tie into. They are a three lot site with two (2) of the lots allowing for C-3 and M-1A uses, with their desire to make one comprehensive plot that has all of these shared uses. They will work within their site plan layout to increase the minimum current 50' building setback to the west, up to 60', by adding an additional 10' buffer away from the neighborhood. One item they weren't able to get consensus on with Staff was the parking. Staff requested they provide two spaces per 1,000 square feet. They think what they've provided is already significantly over-parked for their proposed tenants, which they weren't able to accommodate, which is 280+ required spaces. Their tenants typically have 75% of the space as warehouse with 25% office. Their traffic engineer analyzed this site and determined the required parking is 167 spaces compared with the 161 spaces calculated. They are confident they will have more than enough parking. They request the Board's support for the parking reduction. They are just shy of the 144,000 sf, which is142,800 sf. In summary, they are focusing on supporting local service space tenants by investing $30M to create $250k per year in tax revenue for the County.

No one from the audience spoke in favor or in opposition to this request. Public comment was closed.

Vice Chairman Brandy Ioppolo asked Staff about the minimum parking requirements of two (2) spaces, as it doesn't mention in the request about the change of the parking spaces. Neysa Borkert, Deputy County Attorney, responded that Staff is putting forth their motion, which is based on the Development Order containing what the Code requires for parking, which is two (2) spaces per 1,000'. If the Board wants to approve this item, but instead chooses to use the applicant's methodology for parking, than the Board would need to be include that language into the motion. Otherwise, it would remain per Staff's request with the two (2) parking spaces per 1,000 sf, as presented by Staff.

Commissioner Richard Jerman asked Staff if they looked at their other projects with how many parking spaces they've used in similar flex space projects and Staff responded they did not. Mr. Jerman commented that what the applicant proposed could be more than adequate based on their experience in flex space use in other locales. Deputy Development Services Director, Dagmarie Segarra, responded that we did not specifically look at their projects, but based on previous experience and data when development in a flex space combines uses from C-1 to Industrial, they find that market driven retail uses, such as daycares, gyms, and churches, is what we see in this area. Staff's concerns are that if those types of C-1 uses are also allowed in this PD, there could be a problem with parking. Mr. Jerman stated that if there aren't enough parking spaces then people won't lease the space. He asked if any suggestions were made by Staff to the applicant on how they could provide the additional parking spaces on the site plan. Ms. Segarra responded that their recommendation is for the ratio proposed and Staff did not agree with what the applicant proposed. She further stated that it is hard to determine and agrees that there typically is 25% office space on this type of development, with mostly the C-1 uses being general retail, of which could have a greater impact, or 10-20% of the total square footage of the development. The middle ground arrived at was based on what

the Code requires and what the applicant proposes. The office space in the applicant's experience is 25% office and 75% industrial.

Mr. Thigpen stated that everything Dagmarie stated is totally correct. One thing that is unique about their product, especially from a parking standpoint, is if a church comes to the site, that could change the 75% warehouse and 25% office to be the opposite. Their need for the rear-loading space, which is 170' between buildings, would then be eliminated and strip the "rear-loading" space if additional parking was needed. They rarely have to do it, but it is a significant amount of paved, readily available parking that they can grab and use if needed. The 0.5 F.A.R. that was mentioned, they are 0.2 F.A.R., so the only way to make more parking work is to add more square footage. Their proposal is the least impactful way that they can make this project work.

Commissioner Dan Lopez asked if they do have a tenant who needs to add more parking, what is their estimate on the number they could add on any of the overflow loading areas. Mr. Thigpen responded approximately eight (8) in the loading area, which would be 130 additional parking spaces, with no parking in an interior spine road, maxed out between buildings two and three, that would be another 50 parking spaces. They are heavily focused on this being a warehouse heavy product. What they don't want to see is the creep of starting with 20% office and then 30%, then 100% office, which no one in the real estate world wants right now. Mr. Lopez stated that 10-15 years down the line, the future tenants may change. There is a significant different with over a 100 parking spots between what the Code states and their proposal.

Vice Chairman Ioppolo stated that she agreed and they don't know the mix of office versus industrial uses right now. If they have the opportunity to make additional parking spaces, why don't they stripe it now so it isn't an issue. Mr. Thigpen responded that they expect loading operations there, and not parking. He offered to add a project-wide office use "cannot exceed a 50% cap", then if the world changes with another use, the established cap will be there. They could also put together a proposed striping plan to meet the threshold.

Chairman Carissa Lawhun stated that she heard the concern for parking to be more related to C-1 uses. Dagmarie Segarra responded that was correct and the C-1 uses are already entitled from the existing PD. It was their recommendation to limit the retail uses.

Mr. Thigpen stated when they say office, he is focusing on the actual build-out, or the footprint of office, so if 50% of the space was office with cubicles, bathrooms, and a kitchen for C-1 or C-2, that is the amount of space that they will need for parking and what they've seen happen in other places. As mentioned, with a cap on the actual amount of office space, since that's largely what dictates the parking need.

Commissioner Jerman stated that he thinks Staff was a little heavy handed on what they asked for, but at the same time, he thinks the applicant is a little light. He further asked the applicant if they could commit to a minimum of 200 spaces. Mr. Thigpen responded that if they would stripe them in a proposed loading court stripe plan, he would be okay with that. They can't accommodate anything more from a dedicated

parking only standpoint. They could show it from an overflow parking standpoint, and which are totally accessible for pedestrian access in the building's rear. Some people have made these buildings entirely office and they'll take out the rear load door and put in windows, so it's totally doable. There are a lot of overhead power lines that bracket this site and limited with how it can be laid out. They can do a proposed augmented parking plan that shows where they can stripe the loading to get to a higher number of parking spaces.

Further discussion ensued regarding the parking plan.

Dagmarie Segarra proposed a recommendation for the Board, providing the applicant agrees, to make a motion to approve the project as proposed to include that Staff will continue to work with the applicant to determine the uses and maybe limiting more of the uses from the retail side, in order to find a happy medium to be completed by and before the BCC hearing. The applicant responded that they would support that option.

Motion by Commissioner Dan Lopez, seconded by Vice Chairman Brandy Ioppolo, to approve the Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone, with the condition that Staff and the applicant will continue working together to determine the appropriate number of parking spaces, per Staff's recommendation. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

CLOSING BUSINESS

Director's Report

Development Services Director's Report - Dagmarie Segarra stated the Land Development Code update will be heard for the second reading by the Board of County Commissioners on July 14, 2026. Staff will move to the next round of amendments for the Comprehensive Plan and Legislative updates.

Board Comments

Commissioner Richard Jerman stated that he is a little upset with the Mission BBQ project that Staff didn't reach out to the two affected parties, which are the two schools. He thinks Staff should do that before the BCC hearing. Ms. Segarra responded that they weren't notified because they aren't within the buffer. Neysa Borkert stated that the mailing notification isn't the only notification as the property is also posted.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:40 PM.

File Number: 2026-0537

Title:

Isola Retail PD Major Amendment Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage in conjunction with Building 2 only, as shown on the Master Development Plan, within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd; (Z2026-04) (Robert Isola, Applicant) District4 - Lockhart (**Annie Sillaway, Principal Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Joy Giles, Planning Manager

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting a rezone from PD (Planned Development) to PD (Planned Development) to permit outdoor storage in conjunction with Building 2, as shown on the Master Development Plan, within the Isola Retail PD.

The subject property has an Industrial future land use designation, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The intent of the Industrial land use designation is to provide appropriate locations for a variety of heavy commercial and industrial land uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. This land use should be located with direct access to rail systems, collectors, and arterial roadways, and as infill development where this use is established.

On February 8, 2005, the Board of County Commissioners approved the Isola Retail PD, permitting C-3 (Heavy Commercial and Very Light Industrial) uses while

prohibiting certain uses, including, but not limited to, marine sales and service, mechanical garages, multifamily housing, automobile sales, alcoholic beverage establishments, and outdoor storage.

The Applicant is requesting approval to include the use of outdoor storage on the developed site, limited to the southwest portion of the development and restricted to only Building 2. The proposed outdoor storage area will not impede or adversely affect on-site traffic circulation.

An existing dumpster enclosure is located within the proposed outdoor storage area and will remain in place. The Applicant has provided a letter from Waste Pro confirming that the proposed additional fencing around the storage area is acceptable, provided that adequate access to the dumpster enclosure is maintained to ensure uninterrupted service.

Waste Pro has identified the following conditions for continued service:

- The dumpster enclosure and surrounding storage area must maintain adequate maneuvering and access space for service vehicles during scheduled collection times.

- A gate combination, lock code, or other approved access methods must be provided for the exterior gate to allow drivers access to the dumpster enclosure for servicing, as necessary.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Longwood Lake Mary Road
Future Land Use: Commercial
Zoning: CN (Neighborhood Commercial)

West: Future Land Use: Industrial
Zoning: PD (Planned Development)

North: Future Land Use: Industrial
Zoning: PD (Planned Development) and M-1 (Industrial)

South: Future Land Use: Industrial
Zoning: PD (Planned Development) and M-1 (Industrial)

Site Analysis

Floodplain Impacts:

Based on FIRM map 12117C0155F, with an effective date of 2007, there appears to be

no floodplains on the subject property.

Wetland Impacts:

Based on the preliminary aerial photo review and County wetland map analysis, approximately 0.03 acres of wetlands appear to be located on the subject property. However, these wetlands are situated toward the rear of the property within the existing drainage retention and outfall area for the development, while the proposed outdoor storage area will be located entirely on existing impervious surfaces.

Endangered and Threatened Wildlife:

The site is developed and the area designated for the outdoor storage component is on existing impervious; therefore, an endangered and threatened species study is not required.

Utilities:

The site is located in the Seminole County utility service area and is currently connected to public utilities.

Transportation/Traffic:

The property is currently accessed from Longwood Lake Mary Road, which is classified as a local road.

Sidewalks:

An existing sidewalk is already located along Longwood Lake Mary Road; therefore, the developer will not be required to construct additional sidewalk improvements along the roadway.

Drainage:

The proposed project is located within the Soldier Creek Drainage Basin, and the proposed outdoor storage will not add any impervious area; therefore, the applicant is not required to modify the existing stormwater pond.

Buffers:

The Applicant is not required to provide landscape buffers. All existing trees on the site are proposed to remain and will not be removed. Additionally, the Applicant proposes to install three (3) southern magnolia trees, each with a minimum three (3) inch caliper and a minimum height of ten (10) feet, around the outdoor storage area.

Open Space:

The developed site provides the required twenty-five (25) percent open space and the proposed outdoor storage will not impede the existing open space.

Consistency with the Land Development Code

The proposed PD zoning designation and the associated Master Development Plan have been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 8.

Sec. 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.

Staff Finding:

The existing uses within the Planned Development are consistent with the Industrial Future Land Use designation. Industrial zoning districts such as C-3, which are permitted within the Isola Retail PD, typically allow outdoor storage of parts, supplies, and materials within an enclosed or fenced area. However, during the review and approval of the PD, the Board determined that any future outdoor storage requests would require separate review and approval. Under Condition (g) of the 2004 Development Order, any proposed outdoor storage area must be clearly designated on the site plan and must be screened and/or landscaped so that it is not visible from Longwood-Lake Mary Road or from neighboring properties. In addition, the outdoor storage area may not impede safe or efficient traffic circulation, may not occupy required parking spaces, and may only be used by tenants of the development.

The Applicant has addressed these requirements on the Master Development Plan by identifying a specific outdoor storage location designated solely for Building 2 and for use by current or future tenants. The area will be screened with an eight-foot-high opaque fence and three canopy trees. The proposed location does not interfere with traffic circulation, does not occupy required parking, and will not be visible from Longwood-Lake Mary Road.

Based on the submitted information, the Applicant has met the criteria outlined in the Development Order for the proposed outdoor storage area.

(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
(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.

Natural Resource Preservation:

Staff Finding:
The project will preserve all existing trees and maintain the existing on-site landscaping. In addition, three (3) southern magnolia trees each with a minimum three (3) inch caliper and a minimum height of ten (10) feet, will be installed around the outdoor storage area.

Transit Oriented Development:

Staff Finding:
The Applicant will provide five (5) bicycle parking spaces near the front of the site to accommodate customers and employees who use bicycles for transportation.

(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.

Staff Finding:
The Applicant is preserving the existing on-site tree and will install three (3) southern magnolia trees each with a minimum three (3) inch caliper and a minimum height of ten (10) feet, will be installed around the outdoor storage area.

(2) Minimize transportation impacts through design elements, which may include but are not limited to: multimodal connectivity; electric vehicle charging; infrastructure of pedestrian or bicycle infrastructure exceeding the

minimum standards; shared transportation parking or devices; pedestrian-oriented architectural design; accommodation or neighborhood electric vehicles; transportation demand management; or permitting complementary uses.

Staff Finding:

This is an existing development, and the Applicant is requesting to designate a portion of the site for outdoor storage; therefore, this requirement does not apply. However, the Applicant will provide five (5) bicycle parking spaces for the existing development.

(d) The PD application shall include a narrative addressing the following:

(1) How the proposed development addresses the goals of the Comprehensive Plan.

Staff Finding:

The Applicant is requesting to permit outdoor storage exclusively for Building 2, which is consistent with the intent of the Industrial Future Land Use designation.

(2) Why the proposed development cannot be achieved under an existing conventional or special zoning district.

Staff Finding:

Under the existing PD conditions, outdoor storage is prohibited, and any amendment to permit outdoor storage must be approved by the Board of County Commissioners, so the Applicant is requesting to limit the outdoor storage exclusively to Building 2.

(3) How the proposed development provides an innovative approach to land development.

Staff Finding:

Not Applicable

(4) A description of benefits to the County that cannot be achieved under the existing provisions of this Code.

Staff Finding:

Not Applicable

Staff finds the requested PD zoning classification to be consistent with the Comprehensive Plan.

Consistency with the Comprehensive Plan

Under Policy FLU 4.4, Determination of Compatibility in the Planned Development Zoning Classification; the County evaluates proposed uses and structures within a Planned Development on a case-by-case basis to determine compatibility with surrounding neighborhoods and uses. Compatibility may be achieved through performance standards including, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building height.

The proposed Planned Development zoning classification is compatible with the surrounding industrial development and is consistent with the allowable use and intensity provisions of the Industrial Future Land Use designation. The proposed Master Development Plan includes adequate buffering, and an eight (8) foot high vinyl fence surrounding the entire outdoor storage area to provide visual screening from adjacent properties and Longwood Lake Mary Road.

Staff finds that the requested Planned Development zoning classification is consistent with the Comprehensive Plan.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on April 27, 2026; details of the community meeting have been provided in the agenda package.

Planning & Zoning Commission

The Planning and Zoning Commission met on July 1, 2026, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) and approve the associated Addendum # 1 to the Development Order and Master Development Plan on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

Requested Action:

Staff requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) as per the following motion:

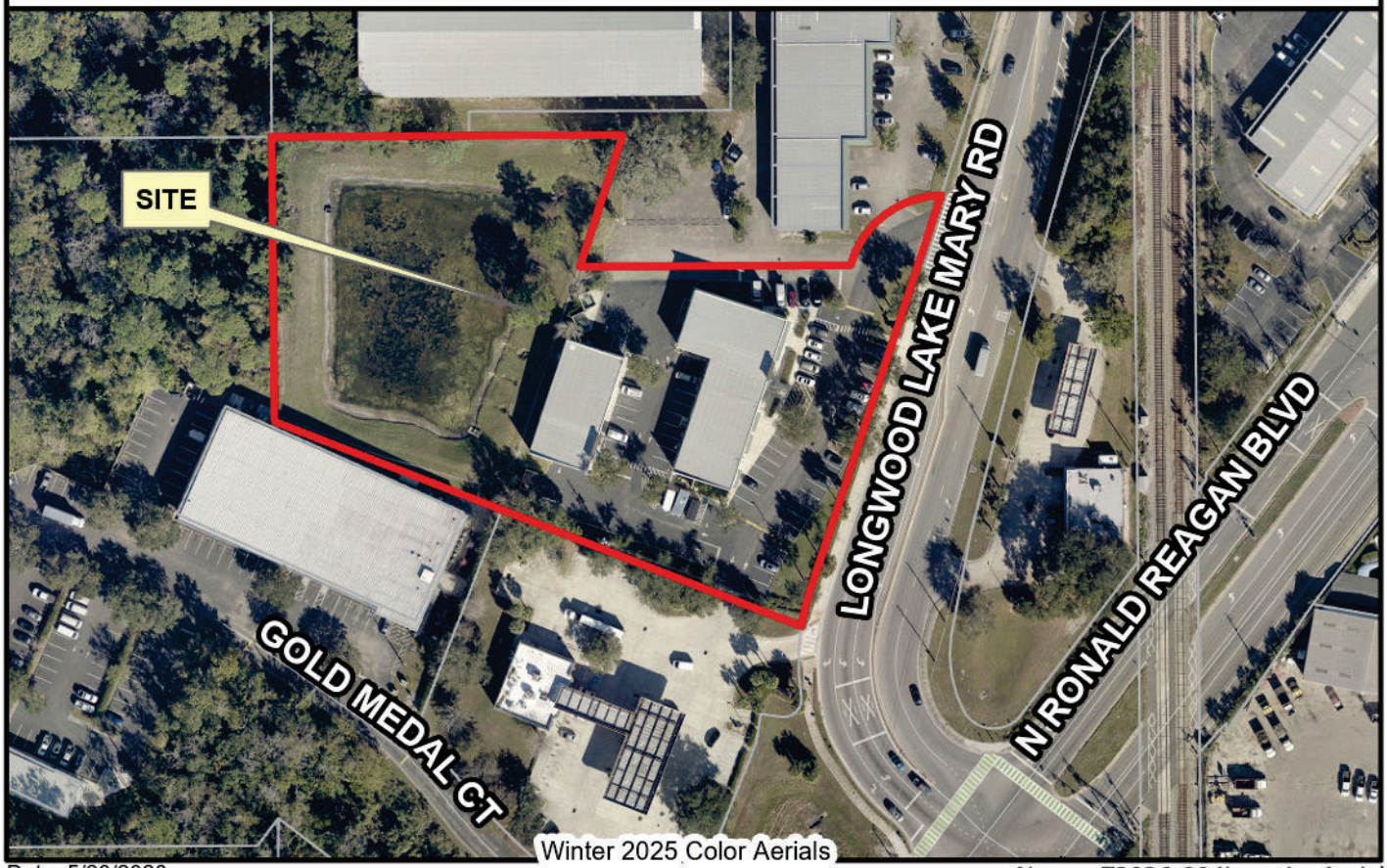
Based on Staff’s findings and the testimony and evidence received at the hearing, the Board finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order

and Master Development Plan on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.



Rezone No: Z2026-004

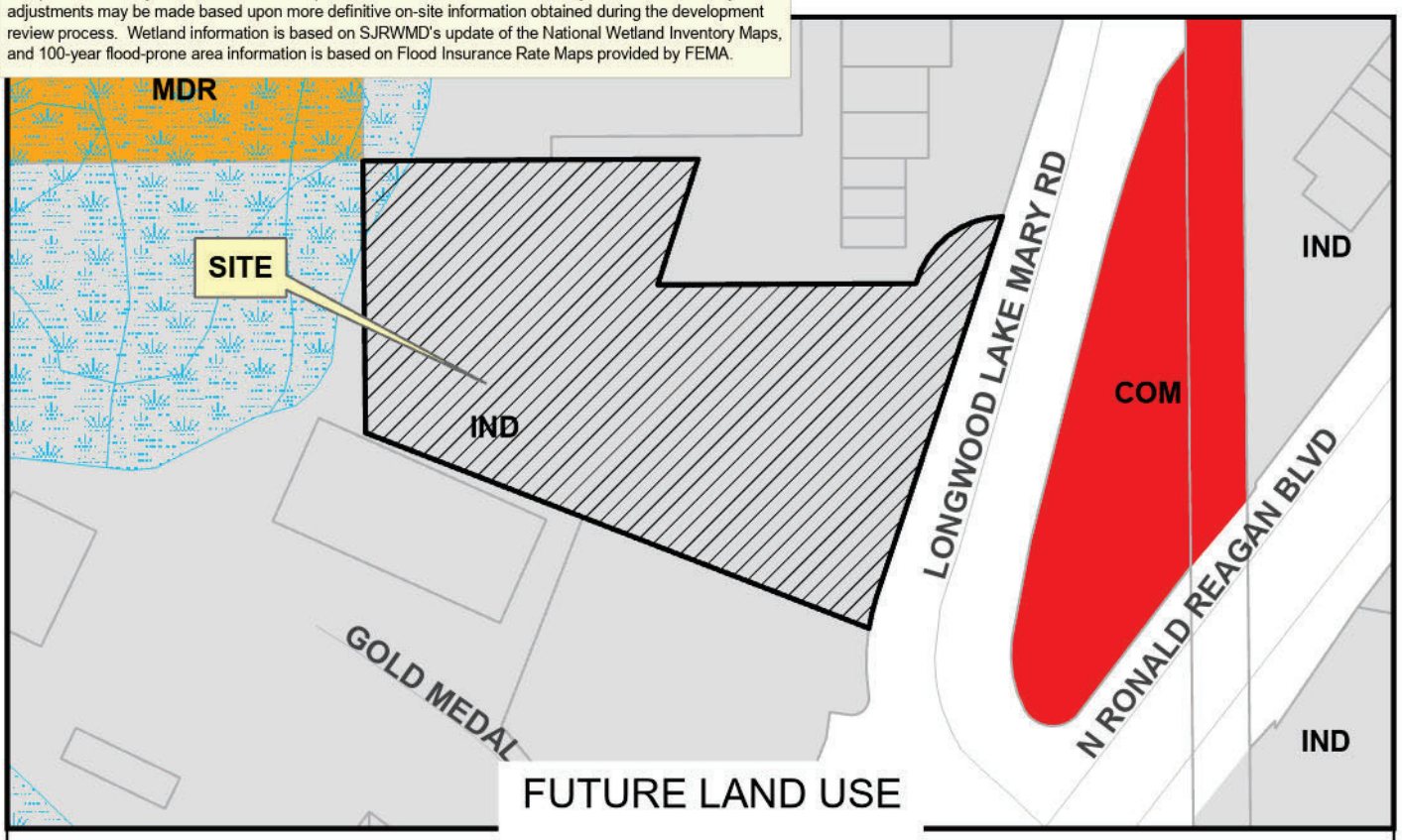
Parcels



Date: 5/20/2026

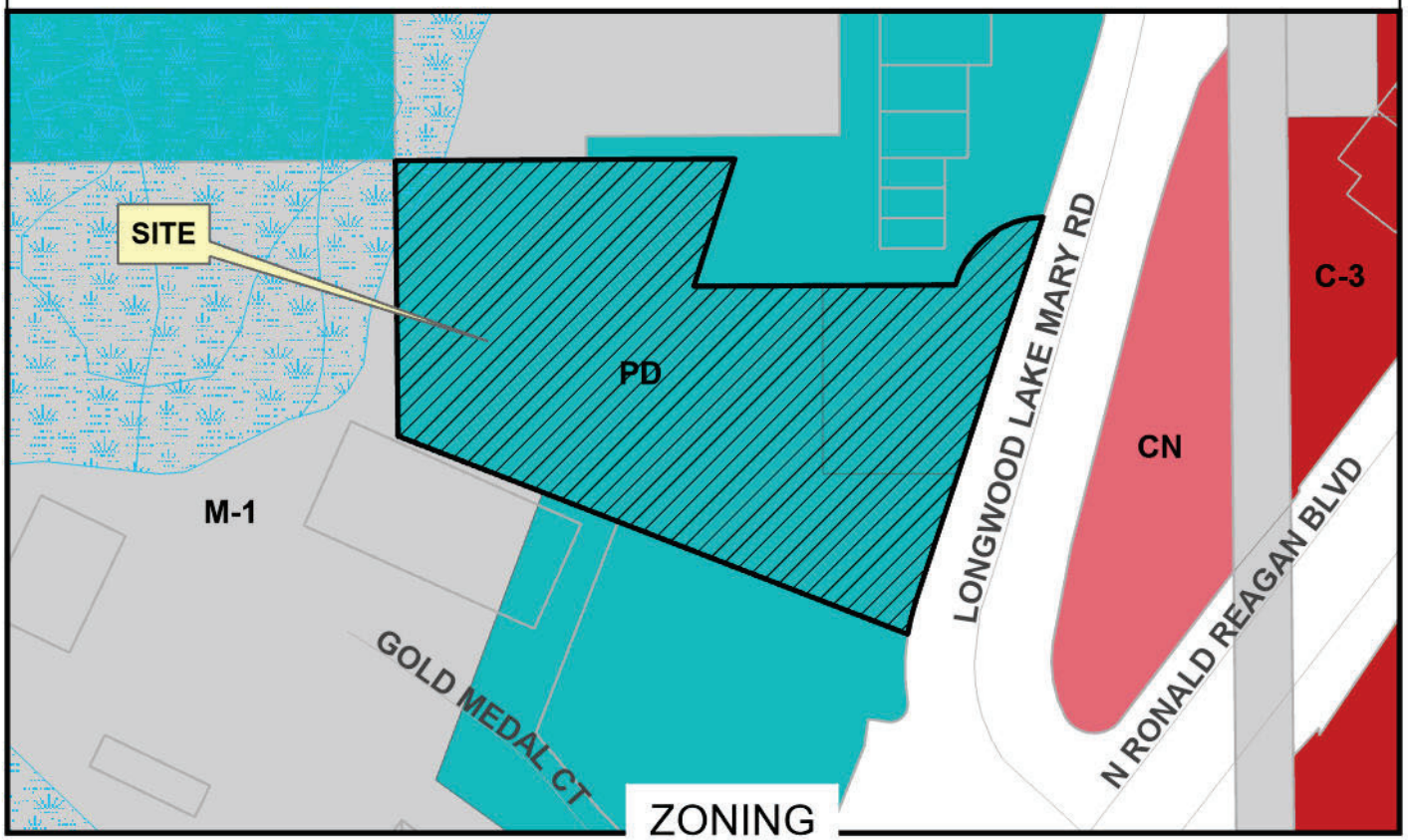
Name: Z2026-004LocationAerial

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.



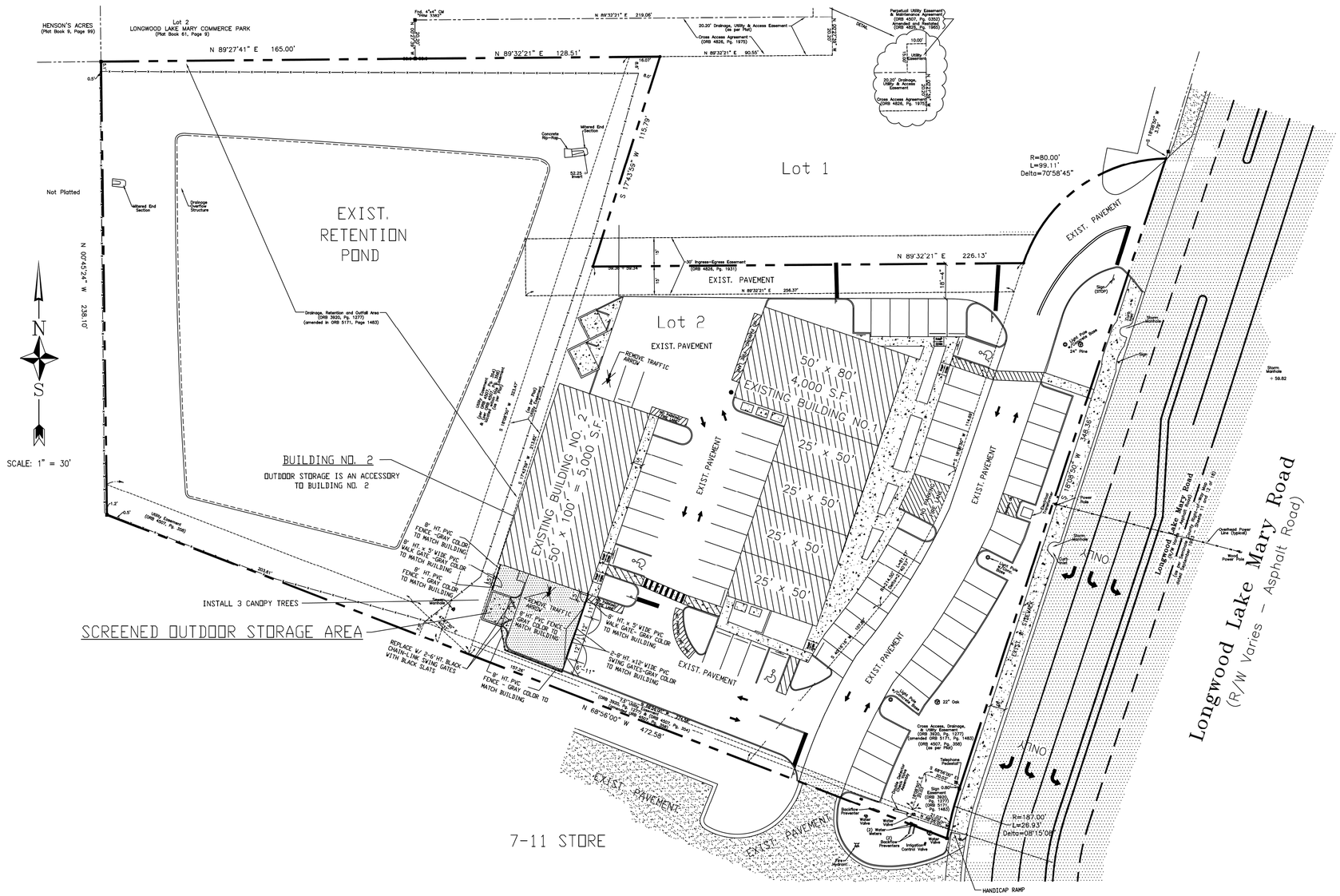
Applicant: Robert Isola
STR/Acres/District: 29-20-30 / 3.26 +/- acres / District 4
Existing Use: Retail / Warehouse
Special Notes: Max. Net Density = FAR 0.65

Rezone No: Z2026-004
From: PD To: PD



Date: 5/20/2026

Name: Z2026-004FluZonePg


HENSON'S ACRES
(Plat Book 9, Page 99)
Lot 2
LONGWOOD LAKE MARY COMMERCE PARK
(Plat Book 61, Page 9)
N 89°27'41" E 165.00'
N 89°32'21" E 128.51'
N 89°32'21" E 219.06'
20.20' Drainage, Utility, & Access Easement (as per Plat)
Cross Access Agreement (ORB 4826, Pg. 1975)
N 89°32'21" E 90.55'
Perpetual Utility Easement & Maintenance Agreement (ORB 4507, Pg. 0350) (ORB 4826, Pg. 1975) (ORB 4826, Pg. 1985)
10.00' Utility Easement
20.20' Drainage, Utility & Access Easement
Cross Access Agreement (ORB 4826, Pg. 1975)
N 89°32'21" E 90.55'
Lot 1
R=80.00'
L=99.11'
Delta=70°58'45"
S 17°43'59" W 115.79'
Concrete Rip-Rap
Mitered End Section
52.25' Wall
Not Platted
Mitered End Section
Drainage Overflow Structure
EXIST. RETENTION POND
Drainage, Retention and Outfall Area (ORB 3920, Pg. 1277) (amended in ORB 5171, Page 1483)
N 89°32'21" E 226.13'
30' Ingress-Egress Easement (ORB 4826, Pg. 1931)
EXIST. PAVEMENT
N 89°32'21" E 254.37'
EXIST. PAVEMENT
Lot 2
EXIST. PAVEMENT
REMOVE TRAFFIC ARROW
EXIST. BUILDING NO. 2
50' x 100' = 5,000 S.F.
50' x 80'
4,000 S.F.
EXISTING BUILDING NO. 1
25' x 50'
25' x 50'
25' x 50'
25' x 50'
EXIST. PAVEMENT
EXIST. PAVEMENT
EXIST. PAVEMENT

SEMINOLE COUNTY DEVELOPMENT ORDER
ADDENDUM #1 TO THE ISOLA RETAIL PD

On August 11, 2026, Seminole County issued this Addendum #1 to the Isola Retail PD, which represents a revision to Development Order #04-20500006, issued on February 8, 2005, and recorded in Seminole County Official Records Book 0567, Pages 0222-0226, relating to and touching and concerning the following described property:

See attached "Exhibit A"
(The above described legal description has been provided to Seminole County by the owner of the above described property.)

The purpose of this Addendum #1 to the Isola Retail PD Development Order is to include the permitted use of outdoor storage with restrictions exclusively for Building 2 of the Isola Retail PD, as recorded in Plat Book 64, Pages 9 & 10, of the Public Records of Seminole County, Florida as described within Exhibit A.

FINDINGS OF FACT

Property Owner: LONGWOOD-1, LLC

Project Name: Isola Retail PD Major Amendment Rezone

Requested Development Approval: Consider a Rezone from PD (Planned Development) to PD (Planned Development) to permit outdoor storage with restrictions exclusively for Building 2 within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Anne (Annie) Marie Sillaway, AICP
Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this Addendum #1 to the Isola Retail PD Development Order and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property; and all other sections and provisions included within Development Order #04-20500006, issued on February 8, 2005, and recorded in Seminole County Official Records Book 0567, Pages 0222-0226, remain unchanged and in full effect except to the extent that they may conflict with the revised language below (plain text current approved language, strikethroughs are deletions and underlines are additions).

G. Any modification in size or location of the area designated as outdoor storage shall require a major amendment to the PD designated on any other area on site. This area shall be located screened, and/or landscaped so as not to be visible from Longwood-Lake Mary Road or neighboring properties. Further, it shall not impede safe efficient traffic or occupy required parking. Outdoor storage shall be used only by tenants of the development.

H. Outdoor Storage must be exclusively for Building 2 and shall only be used by the tenant in Building 2.

I. An eight (8) foot high vinyl fence will be installed around the entire outdoor storage area to provide visual screening from adjacent properties and Longwood Lake Mary Road.

J. The Property Owner shall meet the following conditions required by the solid waste collection service provider to ensure adequate service:

   a. The dumpster enclosure and surrounding storage area must allow adequate space for service vehicles at the scheduled pick up times.

   b. A gate combination or other access method must be provided on the exterior gate to ensure access.

K. Three (3) southern magnolia trees, each with a minimum three (3) inch caliper and a minimum height of ten (10) feet, will be installed around the outdoor storage area.

L. Five (5) bicycle parking spaces shall be provided; the location of said space shall be demonstrated on the Site Plan.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) This order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

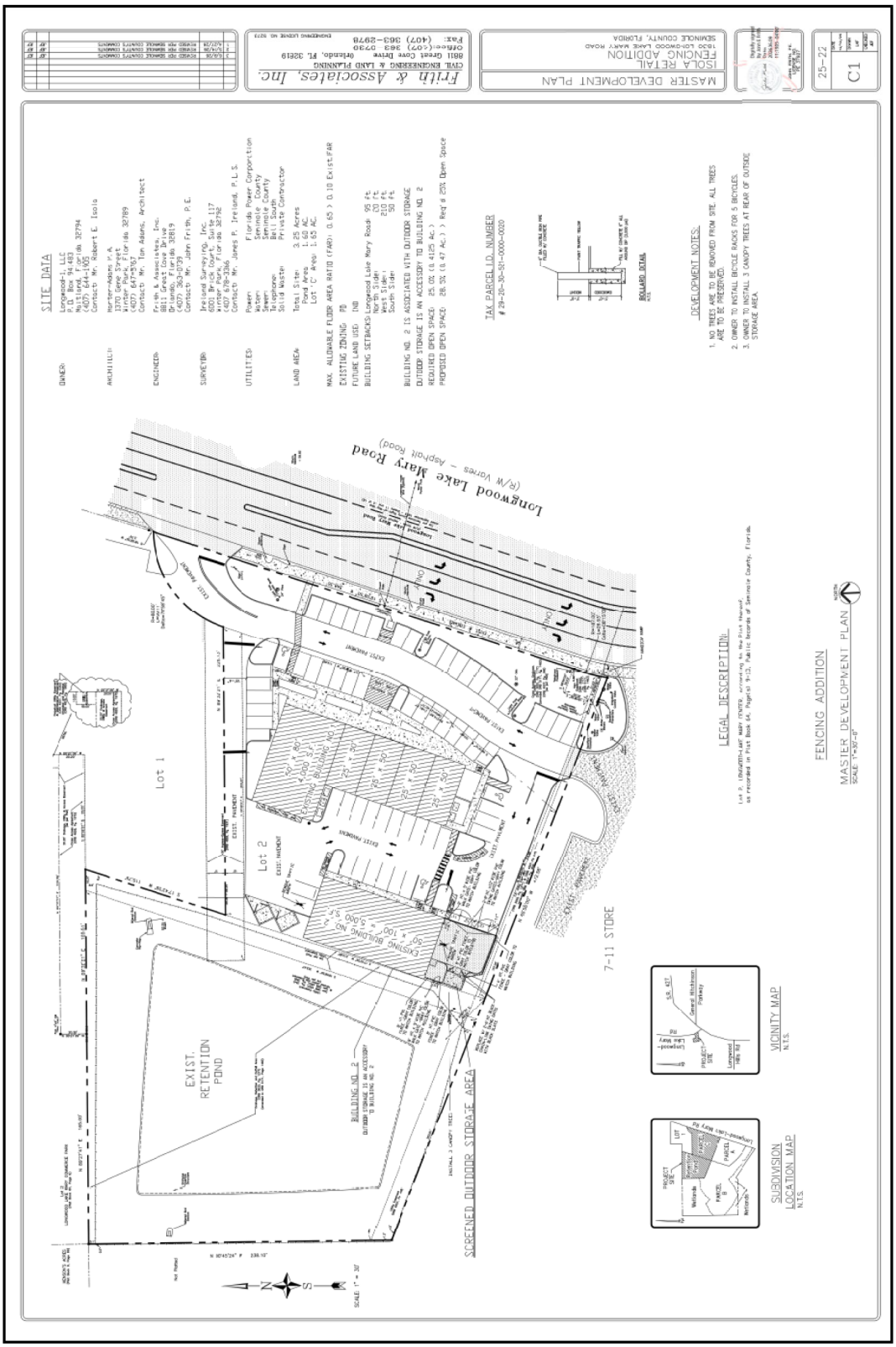
SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
Legal Description

LOT 2, LONGWOOD-LAKE MARY CENTER, AS RECORDED IN PLAT BOOK 64, PAGES 9-10, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

EXHIBIT B
Master Development Plan



AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO 1830 LONGWOOD LAKE MARY ROAD LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Isola Retail PD Major Amendment Rezone, dated August 11, 2026.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from PD (Planned Development) to PD (Planned Development) pursuant to the provisions contained in Development Order #26-20500002, attached to this Ordinance as Exhibit A and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT "B" FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. The Clerk of the Board of County Commissioners shall provide a certified copy of this Ordinance to the Florida Department of State in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #26-20500002 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 11th day of August, 2026.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A

DEVELOPMENT ORDER

FILE NO.: PZ2026-04 DEVELOPMENT ORDER # 26-20500002

SEMINOLE COUNTY DEVELOPMENT ORDER
ADDENDUM #1 TO THE ISOLA RETAIL PD

On August 11, 2026, Seminole County issued this Addendum #1 to the Isola Retail PD, which represents a revision to Development Order #04-20500006, issued on February 8, 2005, and recorded in Seminole County Official Records Book 0567, Pages 0222-0226, relating to and touching and concerning the following described property:

See attached "Exhibit A"
(The above described legal description has been provided to Seminole County by the owner of the above described property.)

The purpose of this Addendum #1 to the Isola Retail PD Development Order is to include the permitted use of outdoor storage with restrictions exclusively for Building 2 of the Isola Retail PD, as recorded in Plat Book 64, Pages 9 & 10, of the Public Records of Seminole County, Florida as described within Exhibit A.

FINDINGS OF FACT

Property Owner: LONGWOOD-1, LLC

Project Name: Isola Retail PD Major Amendment Rezone

Requested Development Approval: Consider a Rezone from PD (Planned Development) to PD (Planned Development) to permit outdoor storage with restrictions exclusively for Building 2 within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above-described property.

Prepared by: Anne (Annie) Marie Sillaway, AICP
Principal Planner
1101 East First Street
Sanford, Florida 32771

FILE NO.: PZ2026-04 DEVELOPMENT ORDER # 26-20500002

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this Addendum #1 to the Isola Retail PD Development Order and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property; and all other sections and provisions included within Development Order #04-20500006, issued on February 8, 2005, and recorded in Seminole County Official Records Book 0567, Pages 0222-0226, remain unchanged and in full effect except to the extent that they may conflict with the revised language below (plain text current approved language, strikethroughs are deletions and underlines are additions).

G. Any modification in size or location of the area designated as outdoor storage shall require a major amendment to the PD designated on any other area on site. This area shall be located screened, and/or landscaped so as not to be visible from Longwood-Lake Mary Road or neighboring properties. Further, it shall not impede safe efficient traffic or occupy required parking. Outdoor storage shall be used only by tenants of the development.

H. Outdoor Storage must be exclusively for Building 2 and shall only be used by the tenant in Building 2.

I. An eight (8) foot high vinyl fence will be installed around the entire outdoor storage area to provide visual screening from adjacent properties and Longwood Lake Mary Road.

J. The Property Owner shall meet the following conditions required by the solid waste collection service provider to ensure adequate service:

   a. The dumpster enclosure and surrounding storage area must allow adequate space for service vehicles at the scheduled pick up times.

   b. A gate combination or other access method must be provided on the exterior gate to ensure access.

K. Three (3) southern magnolia trees, each with a minimum three (3) inch caliper and a minimum height of ten (10) feet, will be installed around the outdoor storage area.

L. Five (5) bicycle parking spaces shall be provided; the location of said space shall be demonstrated on the Site Plan.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) This order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
ANDRIA HERR, CHAIRMAN

3

FILE NO.: PZ2026-04 DEVELOPMENT ORDER # 26-20500002

EXHIBIT A
Legal Description

LOT 2, LONGWOOD-LAKE MARY CENTER, AS RECORDED IN PLAT BOOK 64, PAGES 9-10, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

FILE NO.: PZ2026-04 DEVELOPMENT ORDER # 26-20500002

EXHIBIT B
Master Development Plan

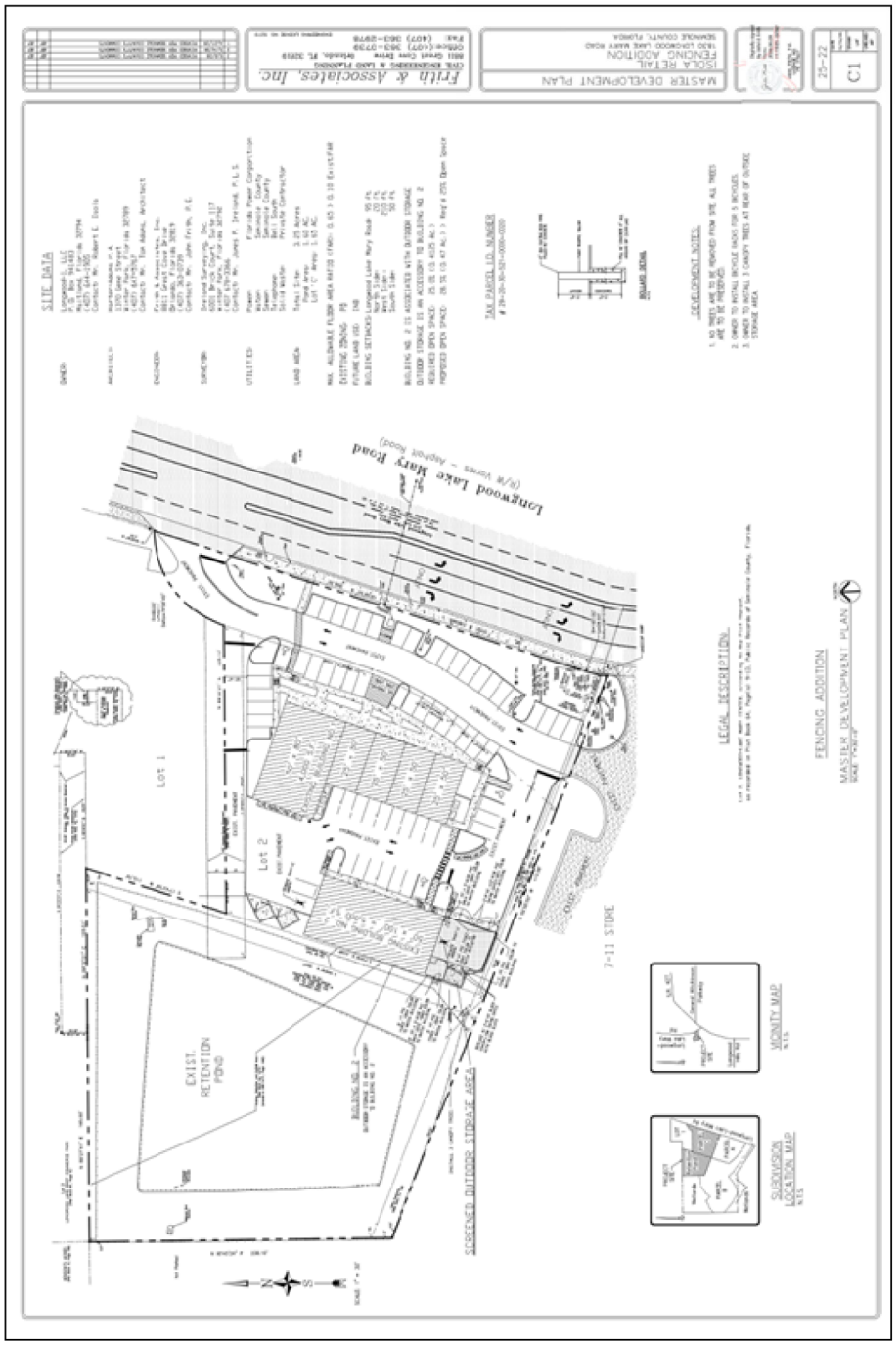


EXHIBIT B
LEGAL DESCRIPTION

LOT 2, LONGWOOD-LAKE MARY CENTER, AS RECORDED IN PLAT BOOK 64, PAGES 9-10, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Mr. Robert E. Isola, Sr.
Longwood-1, LLC
P.O. Box 941483
Maitland, FL 32794-1483

Re: 1830 Longwood Lake Mary Road
Longwood, FL

Dear Bob:

As a follow-up to our recent conversation, this letter confirms that our company approves the installation of an additional fence surrounding the exterior storage area at 1830 Longwood Lake Mary Rd.

The presence of additional fencing around the storage area is acceptable, provided that proper access to the dumpster enclosure is maintained for service and collection.

To ensure uninterrupted service, the following conditions will apply:

- The dumpster enclosure and surrounding storage area must allow adequate space for service vehicles at the scheduled pickup times.
- A gate combination or other access method must be provided on the exterior gate so our drivers can access the dumpster for servicing when necessary.

Additionally, as mentioned during our discussion, the northernmost dumpster may be increased in size from a four (4) yard container to an eight (8) yard container. By increasing the container size, a second dumpster for the **1830 building** may not be required, as the larger container should adequately meet the waste service needs of the property.

Please feel free to contact our office if any additional information or clarification is needed. We appreciate the opportunity to assist with this matter.

Sincerely,

Isabella Rambhacus

Waste Pro

407-752-6980

3/16/2026

FRITH & ASSOCIATES, INC.
Civil Engineering & Land Planning
8811 Great Cove Drive · Orlando, Florida 32819 · (407) 363-0739

COMMUNITY MEETING – LONGWOOD LAKE MARY CENTER

Dear surrounding property owners,

A community meeting is to be held for the rezoning of the Longwood Lake Mary Center property at 1830 Longwood Lake Mary Road, Longwood FL 32750 from the current PD zoning to PD zoning to allow outdoor storage in a designated area on site. The property is listed below with the time, date and location of the community meeting.

Property Address: 1830 Longwood Lake Mary Road, Longwood FL 32750
Property Parcel Identification Number: # 29-20-30-521-0000-0020

Date of Community Meeting: Monday, April 27, 2026

Time of Community Meeting: 6pm – 8pm

Location of Community Meeting: Longwood Lake Mary Center – Rear Building
1830 Longwood Lake Mary Road
Longwood, FL 32750

The purpose of the meeting is discuss the PD Major Amendment/Rezone of the property with the surrounding area property owners. The property has an existing approved PD zoning that has a specific condition that does not allow for outdoor storage. The proposed zoning is for the same PD zoning but allow a small rear area for outdoor storage. The outdoor storage area will be completely screened from view. An outline of the proposed property development will be discussed and a Master Development Plan will be presented. The Master Development Plan is to be submitted to Seminole County for approval with the rezoning application.

Meeting Minutes: Community Neighborhood Meeting

Project: Longwood Lake Mary Center – Zoning Amendment for Outdoor Storage

Location: 1830 Longwood Lake Mary Road, Longwood, FL 32750
Property ID: 29-20-30-521-0000-0020

Date: Monday, April 27, 2026
Time: 6:00 PM – 8:00 PM

Purpose of Meeting

Notice was previously sent to property owners within 500 feet of the Longwood Lake Mary Center. The purpose of the meeting is to discuss a proposed change to the current Planned Development (PD) zoning of the Longwood Lake Mary Center. The property owner seeks to allow for outdoor storage on-site; a use currently restricted under the existing PD guidelines.

Attendance

- Property Owner/Representatives of Longwood-1, LLC – Robert Isola and David Taylor
- Civil Engineer – John Frith of Frith & Associates, Inc.
- Surrounding Property Owners – None present
- Other Attendees – Karen Almond, Stephannie Isola and Noreen Aring

The property owner provided adequate parking, signage for the meeting, and refreshments. It is noted that the property is ADA compliant and handicap restrooms for both men and women were available. Security was also provided by Brandon Gulley of the Seminole County Sherrif's Office.

The property owner provided copies of the aerial site plan showing the location of the proposed outdoor storage area on the south side of the property. To mitigate the visual impact on the surrounding area, the storage area will be completely screened from view.

The meeting was officially convened at 6:00 p.m. and the surrounding property owners had the opportunity to review the site plans with the civil engineer and property owner to understand the exact placement of the storage area and to answer specific questions regarding site layout and the physical implementation of the screening.

Following this community meeting, the owner will continue the formal application for the PD amendment with Seminole County.

Since none of the surrounding property owners attended the meeting, the meeting was adjourned at 7:32 p.m.

FILE #Z2004-060 **DEVELOPMENT ORDER # 4-20500006**

SEMINOLE COUNTY DEVELOPMENT ORDER

On February 8, 2005, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 2 LONGWOOD-LAKE MARY CENTER PB 64 PGS 9 & 10

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: MERRILL P. AND DONNA G. SCRIMSCHER

Project Name: ISOLA RETAIL CENTER

Requested Development Approval: Rezone from M-1 (Industrial) to PCD (Planned Commercial Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: JEFF HOPPER
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 05672 PGS 0222-0226
FILE NUM 2005054508
RECORDED 04/04/2005 03:01:50 PM
RECORDING FEES 44.00
RECORDED BY G Harford

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Rook
DEPUTY CLERK

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. Allowable uses shall be those listed as permitted or special exception uses in the C-3 district.

b. The following uses shall be prohibited:
   adult entertainment establishments
   alcoholic beverage establishments
   automobile sales
   automobile paint and body shops
   communications towers
   drive-in theatres
   marine sales and service
   mechanical garages
   multifamily housing
   outdoor advertising (off-site) signs
   service stations and/or convenience stores with gas pumps
   tattoo parlors

c. Maximum building height shall be 45 feet.

d. All retention ponds shall be configured as site amenities per Section 30.1344. This shall be evaluated at Final Site Plan approval.

e. Pedestrian connections shall be provided between interior walkways and public sidewalks along Longwood-Lake Mary Road.

f. In order to place parking in the cross-access easement recorded in ORB 4507, Page 358, the applicant shall obtain written consent of all property owners holding an interest in the easement. This shall be completed prior to Final Site Plan approval.

g. Outdoor storage on the site shall require a major PCD amendment designating a specific area on the site plan for such use. This area shall be located, screened, and/or landscaped so as not to be visible from Longwood-Lake Mary Road or neighboring properties. Further, it shall not impede safe, efficient traffic circulation or occupy required parking. Outdoor storage shall be used only by tenants of the development.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman
Board of County Commissioners

Attest: _____
Maryanne Morse
Clerk to the Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Merrill P. Scrimscher, on behalf of himself and his heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

MERRILL P. SCRIMSCHER

DANIEL R. BYRNES
Print Name

Witness

MARY WOODARD
Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MERRILL P. SCRIMSCHER, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 2005.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

MARY WOODARD
Notary Public - State of Florida
My Commission Expires Apr 17, 2005
Commission # DD 360067
Bonded by National Notary Assn.

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Donna G. Scrimscher, on behalf of herself and her heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

DONNA G. SCRIMSCHER

DANIEL R. BYRNES
Print Name

Witness

MARY WOODARD
Print Name

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONNA G. SCRIMSCHER, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 2005.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

MARY WOODARD
Notary Public - State of Florida
My Commission Expires Apr 17, 2006
Commission # DD 300057
Bonded by National Notary Assn.

Topic: Isola Commercial Center PD Major Amendment 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 PD (Planned Development) to PD (Planned Development) to permit outdoor storage with restrictions exclusively for Building 2 within the Isola Commercial Center PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north 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.):** ○ **An estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted.** ○ **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.** **An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**
Question 5: **Provide a good faith estimate of the number of businesses likely to be impacted by the ordinance. (Section 125.66(3)(a)3., F.S.):**

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes

Wednesday, July 1, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Richard Jerman, Carissa Lawhun, Dan Lopez, and Brandy Ioppolo

Absent Tim Smith, Mike Lorenz, and Lourdes Aguirre

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Development Services Director,
Dagmarie Segarra, Deputy Development Services Director, Neysa Borkert, Deputy County Attorney, Joe Lofaso, Assistant County Engineer, Joy Giles, Planning Manager, Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Proof of Publication. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

Approval of Minutes

Motion by Commissioner Richard Jerman, seconded by Commissioner Ioppolo, to approve the June 3, 2026 Minutes. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

NEW BUSINESS

Public Hearing Items:

1. Tatra Townhomes Rezone - ***REQUEST FOR CONTINUANCE TO THE AUGUST 5TH MEETING*** - Consider a Rezone from A-1 (Agriculture) to R-3A (Multiple Family Dwelling) for a seventy (70) unit townhome development on approximately 11.97 acres, located on the west side of Tatra St, north of W Chapman Rd; (Z2025-016) (Chris Leppert, Kimley-Horn and Associates, Inc.) District 1 - Dallari (Kaitlyn Apgar, Senior Planner)

   Kaitlyn Apgar, Senior Planner, stated that the applicant is requesting a continuance of this item. Chairman Carissa Lawhun stated that one public comment card was received and she asked the audience if any member would like to speak that cannot make the next meeting in August. No one responded. The meeting was continued to the August 5, 2026 P&Z meeting.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Dan Lopez to Continue the Tatra Townhomes Rezone to the August 5, 2026 Planning & Zoning Commission meeting. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

2. Mission BBQ Special Exception - Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive; BS2025-06 (William Leahy, Applicant) District 4 - Lockhart (Kaitlyn Apgar, Senior Planner).

   Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property has a Future Land Use of Commercial and a zoning designation of PD (Planned Development). The restaurant is part of an existing shopping center and is identified in the ETOR PD as Lot 2 of Tract D. The Mission BBQ establishment currently operates an existing bonafide restaurant and requests the Special Exception in order to serve beer and wine for on-site consumption. A bonafide restaurant is considered an establishment where the majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, per Seminole County Land Development Code (SCLDC) Sec. 30.6.6.2 (a)(1). Sec. 30.6.6.2(b) of the SCLDC requires that any establishment selling alcoholic beverages for on-premise consumption shall maintain a minimum separation distance of 1,000 feet (air-line measurement) from lot line of the establishment to the nearest lot line of the school. The subject property is approximately 501 feet from the closest school known as the Arbor School of Central Florida, and thus does not meet the 1,000-foot separation, requiring the Special Exception. The proposed development is consistent with the Special Exception criteria as stated in the following slides and Staff report. The subject property is within an established shopping plaza where there are other restaurants and commercial uses of similar nature. The requested Special Exception for an alcohol license is consistent with the commercial nature of the area and is ancillary to the property's function as a restaurant. Considering the property is within a shopping plaza, traffic patterns and calculations have already been accounted for to support the commercial use. The site gains access via the internal drive aisle that connects to Sun Drive, thus reducing any curb cuts onto a main arterial. Adequate parking meeting SCLDC standards is currently being provided on-site. The existing restaurant is consistent with the Comprehensive Plan in that the Commercial Future Land Use allows for a variety of commercial establishments intended to be located along major roadways. Lake Mary Boulevard is a principal arterial roadway, therefore the restaurant meets this intent. Within this planned shopping center and along the W Lake Mary Boulevard corridor exists numerous restaurants that serve alcohol. The subject property is not in proximity to residentially developed areas. This area is considered a major commercial node and the ancillary serving of alcohol by a bonafide restaurant is considered customary in practice. In compliance with Seminole County Land

Development Code, the Applicant conducted a community meeting on May 1, 2026. Details of the community meeting have been provided in the agenda package.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners approve the Special Exception and associated Development Order, per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Commissioner Richard Jerman addressed Staff that he was disappointed that (courtesy) notices were sent to everybody based on the required Code distances, but they didn't notify either one of the schools and he asked why they didn't. Commissioner Jerman further stated that he guesses the schools are far enough back that they didn't make the list. He asked if we heard from any of the schools, and Ms. Apgar responded that she had not.

Deborah Maine, for the applicant, of Lake Mary, Florida, stated that she is representing Mission BBQ. She further stated that based on their other Mission BBQ locations, the sale of alcohol is less than 1% of their sales. They are trying to compete with the surrounding restaurants who offer beer and wine with a meal.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Mission BBQ Special Exception. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

3. Kentucky Street Special Exception - Request for a Special Exception for a proposed

143-foot communication tower and four (4) variances to the required separation distance from properties with existing single family use, located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive; Z2025-15 (Mary Doty Solik, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner).

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the request has been evaluated in accordance with the provisions of the Seminole County Land Development Code including;

1. Section 30.6.7, which establishes performance standards for communication towers including setbacks and separation from uses between towers and height;
2. Section 30.3.1.5(a), which establishes the Special Exception criteria, applicable additional use standards and the A-1 criteria;
3. Section 30.6.7.3(b), Table 1, which establishes the variances criteria for communication towers, including aesthetic impacts, compatibility with abutting properties, additional provisions per section 30.6.7.1(b);
4. Consideration of Section 30.43(3), which establishes the standard variance criteria applicable to all variance requests.

The Applicant is requesting approval of a Special Exception to construct a 143-foot monopole communication tower designed to accommodate up to three wireless carriers. The property has a Future Land Use designation of Higher Intensity Planned Development-Airport and is zoned A-1 (Agriculture). The subject property is approximately 1.67 acres meeting the minimum required lot size and lot width of the A-1 zoning district. The Applicant proposes to place the communication tower in the northeast corner of the vacant site. A Special Exception is required for communication towers within the A-1 zoning district. The Special Exception request shall be evaluated for compliance with all applicable sections of the Seminole County Land Development Code (SCLDC). Pursuant to Sec. 30.6.7.3, communication towers must maintain a minimum separation distance (from existing single family residential uses) of 200 feet or 300% of the height of the tower, whichever is greater, unless a variance is granted. Such variance may be approved upon findings that the proposed tower minimizes aesthetic impacts and remains compatible with surrounding properties. The proposed tower height is 143 feet, which requires a separation distance of 429 feet. Four (4) variances are being requested from the required separation distance of 429 feet, measured from the outer extremity of the base of the communication tower to the property line of the parcel that has an existing single-family residential use. The tower is proposed to be located approximately 111 feet from the nearest property line of a residential use. The remaining three (3) residential parcels are located at a distance of 141 feet, 307 feet, and 308 feet from the base of the proposed communication tower. The applicant has obtained consent from all affected property owners for the reduced separation distance. The Board of County Commissioners may approve the request if it is determined that the use requested meets the Special Exception criteria. The proposed 143-foot monopole communication tower would negatively impact the character of the surrounding residential area with its encroachment intensified by the minimum separation distance of only 111 feet from the nearest residential property line. While the tower would generate de minimis traffic and telecommunications facilities are allowed within the HIP-AP Future Land Use designation, its proximity to nearby residences creates adverse effects despite its passive nature and limited noise.

Although the tower meets the A-1 zoning district's required side and rear setbacks, it does not meet the required 429-foot separation from four adjacent residential properties.

The subject property and surrounding parcels are zoned A-1, but the HIP-AP Future Land Use designation signals a long-term transition away from agriculture toward airport compatible development. As this area grows, new uses will align with that direction rather than agricultural activity.

Staff evaluated the request against the six (6) required variance criteria as follows:

1) While the proximity of the surrounding residential properties limits tower placement on the site, Staff does not find these conditions to be unique or substantially different from other similarly zoned properties;

2) Staff finds the need for the variance results from the Applicant's decision to locate the tower on a site that cannot meet the required residential separation distance;

3) Staff finds the approval would not confer a special privilege, because the variance process is available to all similarly situated properties under the same standards;

4) Staff finds the strict application of the Land Development Code would not deprive the property of rights commonly enjoyed by other A-1 properties, as the site retains all permitted uses within the zoning district, and the Applicant is responsible for demonstrating unnecessary hardship;

5) While the Applicant has located the tower in the northeastern portion of the property to maximize separation from nearby residences and has obtained letters of support from the affected property owners, Staff finds the property retains reasonable use without the variance;

6) Staff finds the request is not in harmony with the intent and purpose of Chapter 30, because it substantially reduces the required residential separation distance established to protect compatibility and minimize visual impacts. Although the proposal includes a monopole design and an eight-foot opaque fence, Staff finds these mitigation measures are not proportional to the magnitude of the requested reduction and does not support approval of the variance.

Staff finds that the proposed communication tower generally satisfies the Special Exception criteria of Section 30.3.1.5, however, the requested variance would substantially reduce the required 429-foot residential separation distance, undermining the compatibility and visual protections established by the Land Development Code and proposed mitigation measures do not adequately offset the magnitude of the requested reduction. Staff recommends denial of the requested variances and the associated Special Exception. If the Board chooses to proceed with the approval of the variance request, Staff requests that the Planning and Zoning Commission approve and refer the Special Exception to the Board of County Commissioners as per the following motion:

Based on Staff findings and evidence received at the hearing, the Planning and Zoning Commission finds the proposed Special Exception is not detrimental to the character of the area and will not adversely impact the public interest with the inclusion of the following Special Exception conditions:

1) *The proposed communication tower is to be designed as a monopole and will not exceed 143 feet, including antennas and lightning rod.*
2) *Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.*
3) *No signage or advertising shall be permitted on the proposed tower, unless otherwise required by law.*
4) *The proposed tower shall not be artificially lit, except to ensure human safety, or as required by the Federal Aviation Administration (FAA), which the Applicant is providing for the Orlando-Sanford Airport.*
5) *Prior to the issuance of Building permits, the Applicant shall obtain approval of a site plan that meets all other applicable Code requirements, including Chapter 40 of the Land Development Code, from the Development Review Committee (DRC).*
6) *Any Special Exception granted shall expire one (1) year after approval unless a development permit, based upon and incorporating the Special Exception, is obtained within the one (1) year period. One six (6) month extension may be granted by the Board of County Commissioners (SCLDC 30.3.6).*

The Applicant conducted a community meeting on April 8, 2026 and the details are included in the Board's agenda package.

Staff requests that the Planning and Zoning Commission recommend that the Board of County Commissioners ***deny*** the requested variance due to the required separation distance between the proposed communication tower and existing residential development. Because the Special Exception is contingent upon approval of the variance, Staff cannot support the Special Exception, unless the associated variances are granted. Therefore, Staff recommends the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Neysa Borkert, Deputy County Attorney, made a clarification from the slide presented, that if the Board decides to approve the request, the slide shown are the conditions that Staff would suggest be associated with the approval. Those conditions can be found in the agenda packet on page 88 of the Development Order.

Mary Doty Solik, for the applicant, of Orlando, Florida, stated that she is legal counsel

for C4 Towers, who is the tower developer in this application. Tim O'Shaughnessy is the Principal of C4 Towers and is also in the auditorium tonight. Ms. Solik provided a background on the location using a map shown on the overhead screen, cited property owned by the City of Sanford, surrounded on the north and east and stated it is intended for utility uses. She further stated the area is already sort of an industrial use affecting this particular neighborhood. They pushed the tower location to the northeast corner of the property in order to move it as far away from the residents as possible. It is a 139 foot tower with a 4 foot lightning rod, which makes it a total height of 143 feet. Multiply that by 300%, and that gives the setback of 429 feet. They have FAA approval for a 155 foot tower, but if they did that they would increase the variance length on the four (4) properties to the east and southwest, which then they wouldn't meet the variance to the residential structure on this property. She advised her client to lower the height in order to minimize the variances; at least to not have to need one from the residential property (shown on the screen). It is a 70' by 70' leased area, 60' by 60' compound. The tower has a 38' fall zone radius, in the unlikely event of a tower failure. The access comes off of Kentucky Street and runs along the southern boundary of the property and to the eastern property line. This is an area that is zoned Agriculture with some residential structures in that location. There is an underlying High Intensity Airport Future Land Use, which means that this area will be in transition. The Agricultural zoning is really more like a holding pattern. An elevation drawing of the tower was provided, with three (3) co-locators at 139' feet made of steel, which is about the most that can go on the tower. There are only three (3) licensed carriers left in the marketplace, with a T-Mobile anchored tower. There will be space on the tower available for AT&T and Verizon as their needs and budgets allow. They anticipate that all three (3) carriers will end up on this pole. There will be an 8' opaque fence at the bottom, with landscaping around the compound, and they meet all of the performance criteria related to fencing, landscaping, property line, and setbacks. She read the SCLDC Section 30.6.7.3(b)(3), regarding separation distances that 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. She further stated that there are four (4) properties that have a residential structure on them that are within the applicable setback distance. These properties submitted notarized written approval consent forms for the project, however the Planning Manager refused to reduce the separations. She stated that only one of the four properties has a homestead exemption. The other properties are owned by investors, LLCs, or corporations, and not family homesteaded. She further stated that the Code requires the setback from the outer base of the tower to the property line on which the residential structure is located. Their engineer measured the actual distance from the base of the tower to the actual structure on each of the properties. Most of the properties are long and irregularly shaped properties and because of that there are different numbers that can be calculated. When Staff states that they don't support the variance because they don't meet the intent of the Code, the visual impact buffer to the structures, there are unique circumstances that demonstrates on three of the four properties that the distance between the tower and the structure exceeds the 429'. There really is buffering there and they have met the intent of the Code when it comes to the buffering and separation between the tower and the structure itself. None of these structures face the tower, rather they face Jesup or Kentucky. They would argue that they have met the intent of the Code and that there are unique circumstances

given the layout of the properties and locations of the homes that demonstrate they are meeting the setbacks. Also, every single one of the property owners have okayed the project and signed notarized written consent for the project. There are not many choices (for cell towers) in the area. They cannot provide service to the area and meet a setback anywhere else due to the dense residential nature of the area. Ms. Solik stated that they do meet the variance criteria and cited each condition and in summary have satisfied the intent of the Code along with the affected properties consent.

No one spoke in favor of this request.

The following persons *spoke in opposition* to this request:

1. Ravichandra Sathari, of Sanford, stated that they live just south of the proposed proje in River Run Preserve, which is a dense community. Their opposition includes Staff's detailed reasons provided, how it (adversely) affects the value of their property, and they don't want to see the tower from their property.

2. Raghu Kundurthi, of Sanford, lives southwest of this property. He stated that he come from a telecommunications background. The type of the wavelength provided by these providers is important and why none of the cities in the country would ever allow an urban area or close to an urban area that is densely populated, like this area, to be picked as a site for a cell tower. Also, all of the wireless providers are to have towers completely camouflaged and decorated with canopies. (*remainder of comments inaudible*)

Opposition to this request was received *in writing* from the following:

1. Kiran Kumar Sankaramanchi of Sanford
2. Ravichandra Sathari Mallikarjuna, of Sanford
3. Ravichandra Pasala, of Sanford
4. Ranpraddeep Nallain *(spelling illegible)*
5. Purna Naga Mallika Nagamothu, of Sanford
6. Bala Sankar, of Sanford
7. Praveen Kumar Nukala, of Sanford
8. Tanmeeya Seh *(name not legible*), of Sanford

Public comment was closed.

Mary Doty Solik, in her rebuttal, stated the following:

The cell tower generates very little traffic once it is constructed; one vehicle trip per quarter, per carrier to inspect the tower in a light duty vehicle. The High Intensity Airport Future Land use of that area will generate far more traffic in the future than the cell tower ever will. A dense area is what drives the need for the cell tower. These (towers) need to be where the people are for cell coverage available to the people who live there. She did some more measurements and the first row of homes south of Kentucky Street is over 650' away from the tower and therefore meets the residential separation requirement from the tower. That setback is the means for addressing visual impact,

which they far exceed from the residents to the south.

Tim O'Shaughnessy, for the applicant, of Orlando, FL, stated that there is a real coverage need in this area. He spent a long time looking for the right property for the cell tower. He is from Seminole County and went to school here. He cares about the people in this neighborhood. He spoke to the neighbors in the area and this is the best he could find for the tower property location to fill the need for the area.

Commissioner Richard Jerman asked Staff what the underlying land use is to the east of this property in Sanford.

Dagmarie Segarra, Deputy Development Services Director, responded that the Future Land Use for Sanford is Airport Industrial and Commerce. This property is also included in the small area study that the County did a few years ago, which was designated as a mixed use area.

Commissioner Jerman stated that there was approval from the four impacted property owners, and he is concerned that there is a demand for towers, however, he doesn't want to set a precedent. The distance provided by the applicant is quite a bit of a distance, but looking from the property line, which is what the Code says, it's approximately a 75% variance. He is worried about the precedent they set, as the need is big for more towers. He isn't quite sure what to do and would like the Board's input.

Vice Chairman Brandy Ioppolo stated she feels the same, and agrees with Mr. Jerman's comments. She tries to put herself in the situation whether she's a homeowner or a tenant, and she doesn't want to look at a tower, even though they are trying to make it look nicer.

Commissioner Dan Lopez commented that the purpose of a Special Exception is because the request doesn't meet the Code. In his opinion, as long as the people who are directly affected aren't opposed to it then the variance contributes to the community. The benefits outweigh the concerns for establishing a precedent. He supports the project.

Vice Chairman Ioppolo stated that she knows we need more cell towers with the growing population, but thinks there is another location for it.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Richard Jerman, to deny the Kentucky Street Special Exception. The motion passed by the following vote:

Aye: Commissioner Jerman, Commissioner Lawhun, and Commissioner Ioppolo

Nay: Commissioner Lopez

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

4. Isola Retail PD Major Amendment Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage in conjunction with Building 2 only, as shown on the Master Development Plan, within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd; (Z2026-04) (Robert Isola, Applicant) District4 - Lockhart (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the Applicant is requesting a rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage exclusively to Building 2 within the Isola Retail PD. The subject property has an Industrial Future Land Use designation, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The intent of the Industrial Future Land Use designation is to provide appropriate locations for a variety of heavy commercial and industrial uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. On February 8, 2005, the Board of County Commissioners approved the Isola Retail PD, permitting C-3 (Heavy Commercial and Very Light Industrial) uses while prohibiting certain uses, including, but not limited to, marine sales and service, mechanical garages, and outdoor storage. The Applicant is requesting approval to include the use of outdoor storage on the developed site, limited to the southwest portion of the development and restricted to the tenant occupying Building 2. The proposed outdoor storage area will not impede or adversely affect on-site traffic circulation within the existing developed site with access coming off of Longwood Lake Mary Road. An existing dumpster enclosure is located within the proposed outdoor storage area and will remain in place. The Applicant has provided a letter of acceptance from Waste Pro confirming that the proposed additional fencing around the storage area is acceptable, provided that adequate access to the dumpster enclosure is maintained for service and collection operations to ensure uninterrupted service. Waste Pro has identified the conditions for continued service, which includes:

   1. the dumpster enclosure and surrounding storage area must maintain adequate maneuvering and access space for service vehicles during scheduled collection times;

   2. a gate combination, lock code, or other approved access methods must be provided for the exterior gate to allow drivers access to the dumpster enclosure for servicing, as necessary; and

   3. the proposed outdoor storage will not add any impervious area; therefore, the applicant is not required to modify the existing storm water pond.

The existing development meets the review criteria for the PD. The PD zoning is consistent with the Industrial Future Land Use and such that C-3, permitted within the Isola Retail PD, typically allows outdoor storage of parts, supplies, and materials within an enclosed or fenced area. The Applicant is exceeding the arbor requirements of the Code by proposing to install three (3) southern magnolia trees, each with a minimum three inch (3") caliper and a minimum height of ten feet (10'), around the outdoor storage area. Also, they will provide five (5) bicycle parking spaces near the front of the site to accommodate customers and employees who use bicycles for transportation. The Applicant meets Sec. 30.8.5.3 (d) (1-4) of the Planned Development Criteria. The proposed Planned Development zoning classification is compatible with the surrounding industrial development and is consistent with the allowable use and intensity provisions of the Industrial Future Land Use designation, that includes adequate buffering, an opaque fence, to provide visual screening from Longwood Lake Mary Rd and adjacent properties. Staff finds the requested PD zoning classification to be consistent with the Comprehensive Plan. The Applicant conducted a community meeting on April 27, 2026 with details of the community meeting provided in the Board's agenda package. The Isola Retail PD Major Amendment Rezone is proposed to be heard on August 11, 2026 by the Board of County Commissioners.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) as per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

John Frith, for the applicant, of Frith and Associates, is the engineer for the project. They concur with Staff's notes and approval. He and the owner, Bob Izollo, are available if there are any questions by the Board.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Dan Lopez, to approve the Isola Retail PD Major Amendment Rezone. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

5. Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone - Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, and approximately ½ mile east of Oregon St; (Z2026-06/02.26SS.01) (S. Brent Spain, Esquire, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that on November 15, 2005, the Board of County Commissioners approved a request for a Small Scale Future Land Use Amendment from Commercial to Industrial on approximately 9.9 acres, along with a Rezone from A-1 (Agriculture) to PD (Planned Development) on approximately 22.3 acres, known as the Orange Boulevard PD. The purpose of the request was to allow commercial uses permitted under the C-1 (Retail Commercial) and C-2 (General Commercial) zoning districts on Lots 1-4, and to allow industrial uses permitted under the C-3 (Heavy Commercial and Very Light Industrial), and M-1A (Very Light Industrial) zoning districts only on Lots 2 and 3. In 2024, Lot 1 was removed from the PD, reducing the acreage from 22.3 acres to 17.23 acres and was re-platted to combine Lots 2-4 into Lot 2. The purpose of this land use amendment and rezone is to allow those C-3 and M-1A uses throughout the entire PD on Lot 2 instead of restricting those uses to a designated area. The Applicant is retaining the original entitlements previously approved by the Board, including but not limited to: a maximum Floor Area Ratio (F.A.R.) of 0.65; a maximum building height of thirty-five (35) feet; and a building setback of one-hundred feet (100') for a two-story building, and a one-hundred fifty feet (150') setback for a three-story building along the west perimeter adjacent to the residential Bookertown neighborhood. The previously established prohibited uses also remains in effect, including mechanical garages, lumber yards, construction companies with outdoor storage, highway striping companies, paint and body shops, office showrooms without assembly or manufacturing, and service stations with gas pumps as an accessory use, and communication towers. The Applicant is also maintaining the existing twenty-five-foot (25') landscape buffer along the western portion of the site to preserve the established buffer. In addition to retaining these entitlements, the Applicant is proposing three (3) modifications to the PD:

   1. Vacating the western seventy-foot (70') platted access, drainage, and utility easement to allow expansion of the proposed flex-space warehouse building, which would otherwise encroach into a portion of that easement; and

2. Amending the Future Land Use designation on the portion of land previously known as Lot 4 of the Orange Boulevard PD, from Commercial to Industrial and adding permitted uses consistent with the C-3 and M-1A zoning district; and1.

3. Increasing the west perimeter building setback from the previous fifty (50) feet to sixty (60) feet for a one-story building.

The Applicant is also requesting a parking reduction as follows:

Per the Seminole County Land Development Code

- Manufacturing Concerns and Warehouses: with one (1) space per two (2) employees, plus one (1) space for a company vehicle; and

- General Business/Retail/Office: The first 10,000 sq. ft. is four (4) spaces per 1,000 sq. ft. and above 10,000 sq. ft. are three (3) spaces per 1,000 sq. ft.

Per the Applicants proposal:

- For Warehouses: 0.5 spaces per 1,000 square feet
- For General Business/Retail/Office: 3 spaces per 1,000 square feet.

Due to the allowable mix of uses onsite, Staff does not support the parking reduction as proposed by the Applicant and recommends the following:

Staff proposes: a minimum parking ratio of two (2) parking spaces per 1,000 square feet. This recommendation reflects the wide range of permitted uses proposed within the Sanford Commerce PD. Because these uses vary in intensity, staff determined that a consistent minimum parking ratio of two (2) spaces per 1,000 square feet is appropriate and can be reasonably met by all permitted uses within the district.

Access to the subject site is proposed through Lot 1 to the north, which connects to Orange Blvd, an urban major collector road. Orange Blvd currently operates at a level of service A or B, depending on direction and time of day, and has programmed improvements in the County's five year Capital Improvements Program. The developer will be required to construct a sidewalk extending to the north boundary line of the subject site, allow the future developer of Lot 1 (adjacent to the north) to complete the remaining sidewalk segment and connect it to the existing sidewalk along Orange Blvd. The Applicant has met the PD Review criteria for the requested Small Scale Future Land Use Map Amendment and PD Major Amendment, allowing C-3 and M-1A uses consistent with the Seminole County Comprehensive Plan. Although residential uses lie to the west, the north and east are established with industrial development, reflecting the area’s broader pattern of Heavy Commercial and Industrial uses. The PD sets limits on F.A.R., uses, setbacks, buffers, and height, and the Applicant provides added benefits including CPTED features, an innovative flex-space warehouse supporting economic development, and a substantial west-side buffer adjacent to the neighborhood. The project meets the Arbor Code requirements and adds internal pedestrian and bicycle connections to Orange Blvd. The subject property does not

have existing trees on site; however, the developer proposes to plant a substantial buffer along the west perimeter of the development adjacent to the existing residential neighborhood. As an infill project, the proposed development is consistent with the Central Florida Regional Growth Vision. It also supports Policy TRA 2.4.3, which promotes infill development to maximize the efficient use of the existing transportation network within urban areas. Additionally, the project is consistent with Policy FLU 5.4.6, which encourages employment and industrial uses adjacent to residential areas, provided compatibility is maintained. To ensure compatibility with the adjacent Bookertown neighborhood, the Applicant will provide a 25-foot landscape buffer and an increased building setback of at least 60 feet along the western portion of the site. Staff finds the proposed Industrial Future Land Use designation and PD zoning classification consistent with the Comprehensive Plan. The Applicant had a community meeting on May 14, 2026 and the details have been included in the Board's agenda package. This item is scheduled to be heard at the August 11, 2026 Board of County Commissioner's meeting.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt an Ordinance enacting a Small Scale Future Land Use Map Amendment and concurrent Rezoning Ordinance per the following two motions:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Comprehensive Plan and recommends the Board of County Commissioners adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment from Commercial to Industrial.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Development Order and Master Development Plan on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.

Drew Thigpen, for the applicant, with Pelican Industrial, in Charlotte, NC, presented this item. He is one of four owners and founders of Pelican Industrial. This is a $30M total cost to deliver from project design through occupancy. They estimate it will generate $250K annually in new tax revenue. They are committed to deliver this project in a single phase in under one year. This is a job creating product for Seminole County. Their company focuses on a hybrid project called shallow bay, light industrial, commercial service, or flex space; which this project straddles shallow bay/warehouse and single story suburban office. Mr. Thigpen continued with his presentation on the appearance of the buildings, and showed the exhibits and slide presentation on the overhead. He stated that they build all of their projects without knowing who will lease. The outward facing exterior will be an office appearance, along Orange Boulevard and I-4. The adjacent Bookertown neighborhood will not be able to view the loading activities, as they oriented the buildings perpendicular to the neighborhood, with a 25' landscape buffer and 10' screening walls between them. The four (4) storm water

ponds have already been constructed and approved by St. Johns River Water Management District (SJRWMD), which they tie into. They are a three lot site with two (2) of the lots allowing for C-3 and M-1A uses, with their desire to make one comprehensive plot that has all of these shared uses. They will work within their site plan layout to increase the minimum current 50' building setback to the west, up to 60', by adding an additional 10' buffer away from the neighborhood. One item they weren't able to get consensus on with Staff was the parking. Staff requested they provide two spaces per 1,000 square feet. They think what they've provided is already significantly over-parked for their proposed tenants, which they weren't able to accommodate, which is 280+ required spaces. Their tenants typically have 75% of the space as warehouse with 25% office. Their traffic engineer analyzed this site and determined the required parking is 167 spaces compared with the 161 spaces calculated. They are confident they will have more than enough parking. They request the Board's support for the parking reduction. They are just shy of the 144,000 sf, which is142,800 sf. In summary, they are focusing on supporting local service space tenants by investing $30M to create $250k per year in tax revenue for the County.

No one from the audience spoke in favor or in opposition to this request. Public comment was closed.

Vice Chairman Brandy Ioppolo asked Staff about the minimum parking requirements of two (2) spaces, as it doesn't mention in the request about the change of the parking spaces. Neysa Borkert, Deputy County Attorney, responded that Staff is putting forth their motion, which is based on the Development Order containing what the Code requires for parking, which is two (2) spaces per 1,000'. If the Board wants to approve this item, but instead chooses to use the applicant's methodology for parking, than the Board would need to be include that language into the motion. Otherwise, it would remain per Staff's request with the two (2) parking spaces per 1,000 sf, as presented by Staff.

Commissioner Richard Jerman asked Staff if they looked at their other projects with how many parking spaces they've used in similar flex space projects and Staff responded they did not. Mr. Jerman commented that what the applicant proposed could be more than adequate based on their experience in flex space use in other locales. Deputy Development Services Director, Dagmarie Segarra, responded that we did not specifically look at their projects, but based on previous experience and data when development in a flex space combines uses from C-1 to Industrial, they find that market driven retail uses, such as daycares, gyms, and churches, is what we see in this area. Staff's concerns are that if those types of C-1 uses are also allowed in this PD, there could be a problem with parking. Mr. Jerman stated that if there aren't enough parking spaces then people won't lease the space. He asked if any suggestions were made by Staff to the applicant on how they could provide the additional parking spaces on the site plan. Ms. Segarra responded that their recommendation is for the ratio proposed and Staff did not agree with what the applicant proposed. She further stated that it is hard to determine and agrees that there typically is 25% office space on this type of development, with mostly the C-1 uses being general retail, of which could have a greater impact, or 10-20% of the total square footage of the development. The middle ground arrived at was based on what

the Code requires and what the applicant proposes. The office space in the applicant's experience is 25% office and 75% industrial.

Mr. Thigpen stated that everything Dagmarie stated is totally correct. One thing that is unique about their product, especially from a parking standpoint, is if a church comes to the site, that could change the 75% warehouse and 25% office to be the opposite. Their need for the rear-loading space, which is 170' between buildings, would then be eliminated and strip the "rear-loading" space if additional parking was needed. They rarely have to do it, but it is a significant amount of paved, readily available parking that they can grab and use if needed. The 0.5 F.A.R. that was mentioned, they are 0.2 F.A.R., so the only way to make more parking work is to add more square footage. Their proposal is the least impactful way that they can make this project work.

Commissioner Dan Lopez asked if they do have a tenant who needs to add more parking, what is their estimate on the number they could add on any of the overflow loading areas. Mr. Thigpen responded approximately eight (8) in the loading area, which would be 130 additional parking spaces, with no parking in an interior spine road, maxed out between buildings two and three, that would be another 50 parking spaces. They are heavily focused on this being a warehouse heavy product. What they don't want to see is the creep of starting with 20% office and then 30%, then 100% office, which no one in the real estate world wants right now. Mr. Lopez stated that 10-15 years down the line, the future tenants may change. There is a significant different with over a 100 parking spots between what the Code states and their proposal.

Vice Chairman Ioppolo stated that she agreed and they don't know the mix of office versus industrial uses right now. If they have the opportunity to make additional parking spaces, why don't they stripe it now so it isn't an issue. Mr. Thigpen responded that they expect loading operations there, and not parking. He offered to add a project-wide office use "cannot exceed a 50% cap", then if the world changes with another use, the established cap will be there. They could also put together a proposed striping plan to meet the threshold.

Chairman Carissa Lawhun stated that she heard the concern for parking to be more related to C-1 uses. Dagmarie Segarra responded that was correct and the C-1 uses are already entitled from the existing PD. It was their recommendation to limit the retail uses.

Mr. Thigpen stated when they say office, he is focusing on the actual build-out, or the footprint of office, so if 50% of the space was office with cubicles, bathrooms, and a kitchen for C-1 or C-2, that is the amount of space that they will need for parking and what they've seen happen in other places. As mentioned, with a cap on the actual amount of office space, since that's largely what dictates the parking need.

Commissioner Jerman stated that he thinks Staff was a little heavy handed on what they asked for, but at the same time, he thinks the applicant is a little light. He further asked the applicant if they could commit to a minimum of 200 spaces. Mr. Thigpen responded that if they would stripe them in a proposed loading court stripe plan, he would be okay with that. They can't accommodate anything more from a dedicated

parking only standpoint. They could show it from an overflow parking standpoint, and which are totally accessible for pedestrian access in the building's rear. Some people have made these buildings entirely office and they'll take out the rear load door and put in windows, so it's totally doable. There are a lot of overhead power lines that bracket this site and limited with how it can be laid out. They can do a proposed augmented parking plan that shows where they can stripe the loading to get to a higher number of parking spaces.

Further discussion ensued regarding the parking plan.

Dagmarie Segarra proposed a recommendation for the Board, providing the applicant agrees, to make a motion to approve the project as proposed to include that Staff will continue to work with the applicant to determine the uses and maybe limiting more of the uses from the retail side, in order to find a happy medium to be completed by and before the BCC hearing. The applicant responded that they would support that option.

Motion by Commissioner Dan Lopez, seconded by Vice Chairman Brandy Ioppolo, to approve the Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone, with the condition that Staff and the applicant will continue working together to determine the appropriate number of parking spaces, per Staff's recommendation. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

CLOSING BUSINESS

Director's Report

Development Services Director's Report - Dagmarie Segarra stated the Land Development Code update will be heard for the second reading by the Board of County Commissioners on July 14, 2026. Staff will move to the next round of amendments for the Comprehensive Plan and Legislative updates.

Board Comments

Commissioner Richard Jerman stated that he is a little upset with the Mission BBQ project that Staff didn't reach out to the two affected parties, which are the two schools. He thinks Staff should do that before the BCC hearing. Ms. Segarra responded that they weren't notified because they aren't within the buffer. Neysa Borkert stated that the mailing notification isn't the only notification as the property is also posted.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:40 PM.

File Number: 2026-0538

Title:

Kentucky Street Special Exception - Request for a Special Exception for a proposed 143-foot communication tower and four (4) variances to the required separation distance from properties with an existing single family use, located on the north side of Kentucky Street approximately 1,700 feet east of Skyway Drive; Z2025-15 (Mary Doty Solik, Applicant) District5 - Herr (**Annie Sillaway, Principal Planner**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services

Authorized By:

Mike Rhodes, Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant is requesting approval of a Special Exception to construct a 143-foot monopole communication tower designed to accommodate up to three wireless carriers. The property has a Future Land Use designation of Higher Intensity Planned Development - Airport and is zoned A-1 (Agriculture). The subject property is approximately 1.67 acres meeting the minimum required lot size and lot width of the A-1 zoning district. The Applicant proposes to place the communication tower in the northeast corner of the vacant site.

A Special Exception is required for communication towers within the A-1 zoning district. The Special Exception request shall be evaluated for compliancy with all applicable sections of the Seminole County Land Development Code (SCLDC), including but not limited to, Sec. 30.6.7.3 - Communication Antennas/Towers Performance Standards, and Sec. 30.6.7.4 - Communication Antennas/Towers Design Criteria.

Pursuant to Sec. 30.6.7.3, communication towers must maintain a minimum separation

distance (from existing single family residential uses) of 200 feet or 300 percent of the height of the tower, whichever is greater, unless a variance is granted. Such variance may be approved upon findings that the proposed tower minimizes aesthetic impacts and remains compatible with surrounding properties. The proposed tower height of 143 feet requires a separation distance of 429 feet.

Four (4) variances are being requested from the required separation distance of 429 feet, measured from the outer extremity of the base of the communication tower to the property line of the parcel that has an existing single-family residential use. The tower is proposed to be located approximately 111 feet from the nearest property line of a residential use; the remaining three (3) residential parcels are located at a distance of 141 feet, 307 feet, and 308 feet from the base of the proposed communication tower. The applicant has obtained consent from all affected property owners for the reduced separation distance.

Federal and State Regulatory Framework

Telecommunication towers are regulated on the federal, state and local levels. The Federal Government regulates telecommunication towers through the Telecommunications Act of 1996 (“the Act”). Section 704 of the Act addresses the “Preservation of Local Zoning Authority.” This Section of the Act preserves the authority of state and local governments over zoning and land use matters with some limitations. Under the Act, local governments:

1. Must act on requests to construct towers in a reasonable time;
2. May not adopt or apply policies/regulations that have the effect of discrimination among wireless service facilities providers;
3. May not adopt or apply policies/regulations that prohibit or effectively prohibit the provision of personal wireless services;
4. May not deny a request to construct a facility on grounds that its radio frequency emissions would be harmful to the environment or to the health of residents if those emissions meet Federal Communications Commission standards; and
5. Must place any denials in writing and base them upon substantial evidence in the record.

With regard to State statutory limitations on local regulation of the siting of telecommunication towers, Section 365.172(13), Florida Statutes (2024) requires the following:

1. A local government’s regulations and review for wireless communications facilities may only address land development or zoning issues.

2. A local government may not impose any setback or distance separation requirement of a tower that exceeds the minimum distance necessary to satisfy the structural safety or aesthetic concerns that are to be protected by the setback or distance separation.
3. A local government may not require information on or evaluate a wireless provider's business decisions about its service, customer demand for its service, or quality of its service to or from a particular area or site, unless the wireless provider voluntarily offers this information to the local government.
4. A local government may not require information on or evaluate the wireless provider's designed service unless the information is directly related to an identified land development or zoning issue or unless the wireless provider voluntarily offers the information, such as evidence that:
    a. No existing structure can reasonably be used for the antenna placement instead of the construction of a new tower.
    b. Residential areas cannot be served from outside the residential area.
    c. The proposed height of a new tower is necessary to provide the provider's designed service.
5. Local governments may regulate aesthetics, landscaping, land use-based location priorities, structural design, and setbacks, provided they do not conflict with the other statutory regulations.
6. A local government may exclude the placement of wireless communication facilities in a residential area or residential zoning district but only in a manner that does not constitute an actual or effective prohibition of the provider's service in that residential area or zoning district. If a wireless provider demonstrates to the satisfaction of the local government that the provider cannot reasonably provide its service to the residential area or zone from outside the residential area or zone, the local government and provider shall cooperate to determine an appropriate location for a wireless communications facility of an appropriate design within the residential area or zone.
7. Local governments may not require wireless providers to provide evidence of a wireless communication facility's compliance with federal regulations, except evidence of compliance with applicable Federal Aviation Administration requirements.

Criteria for a Special Exception

In reviewing special exception requests, SCLDC Section 30.3.1.5 (a) requires that the Planning and Zoning Commission hold a public hearing to

consider the proposed special exception and submit written recommendations to approve with conditions or deny the request to the Board of County Commissioners for official action.

After review of the special exception request and a public hearing, the Board of County Commissioner may approve the request if it is determined that the use requested meets the following criteria:

(1) Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area:

Staff Findings

The proposed 143-foot monopole communication tower would negatively impact the character of the surrounding residential area, and its encroachment is exacerbated by the minimal separation distance, as the tower would be only 111 feet from the nearest residential property line.

(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes:

Staff Findings

The proposed tower generates de minimis levels of traffic.

(3) Is consistent with the County's Comprehensive Plan:

Staff Findings

According to Seminole County Comprehensive Plan FLU Exhibit 36, telecommunications facilities are an allowable use within the Target Industry Uses associated with the Higher Intensity Planned Development - Airport (HIP AP) future land use designation.

(4) Will not adversely affect the public interest:

Staff Findings

The proposed communication tower is not anticipated to adversely affect the public interest as a whole, however it will negatively affect those residential uses that it is in close proximity to due to the proposed tower not meeting the required distance separation. While the proposed tower’s passive nature, limited activity, and minimal noise generation result in fewer potential effects on the public, it will still adversely affect the residents located closest to the tower as further discussed below.

(5) Meets any special exception criteria described in Additional Use Standards under SCLDC Sec. 30.6.7. - Communication antennas/towers.

Staff Findings

(a) Sec. 30.6.7.3 (Performance Standards for *Setbacks)* requires communication towers to meet the building setbacks for the existing zoning district, measured from the outer extremity of the base of the tower to the property line of the parcel on which it is located.

- The proposed placement of the tower meets the required side yard and rear yard setbacks, and the subject site meets the minimum lot size as required for the A-1 zoning district.

(b) Sec. 30.6.7.3 (Performance Standards for *Minimum Separation from Off-Site Uses/Designated Areas)* requires communication towers to maintain a minimum separation distance from existing single family residential uses of 200 feet or 300 percent of the height of the tower, whichever is greater, unless a variance is granted. The distance shall be measured from the outer extremity of the base of the tower to the nearest property line of the residential use.

- The communication tower must maintain a separation distance of 429 feet from any property containing an existing residential use. The proposed location of the tower does not comply with the required 429-foot separation distance from four (4) adjacent residential properties. As a result, the Applicant is requesting a variance from the minimum separation requirement as part of the Special Exception application.

(c) Sec. 30.6.7.3 (Performance Standards for Minimum Separation between Communication Towers) requires communication towers to maintain a separation distance radius of 1,500 feet from other exiting towers. 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.

- The Applicant has provided a location plan to show that the proposed communication tower does not encroach into the distance separation based on the GPS coordinates.

(6) Meets the following Additional Use Standards If located in A-10, A-5, A- 3, or A-1:

(i) Is consistent with the general zoning category of the rural zoning classifications; and

(ii) Is not highly intensive in nature; and

(iii) Is compatible with the concept of low-density rural land use; and

(iv) Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services.

Staff Findings:

The subject property and the surrounding properties are currently zoned A 1 (Agriculture); however, the Higher Intensity Planned Development - Airport (HIP AP) future land use designation that applies to this area is not consistent with long term agriculture zoning. As growth progresses in the surrounding area; new development will align with airport related compatible uses rather than agriculture activities.

The proposed monopole communication tower is not considered a highly intensive use; as a passive facility with no regular daily traffic, noise, or on-site activity, the communication tower represents a low intensity use consistent with the intent of this criterion.

Staff Recommendation:

Staff finds that the proposed communication tower generally satisfies the Special Exception criteria of Section 30.3.1.5. However, because approval of the special exception is contingent upon approval of the associated variances, staff cannot support approval of the special exception unless the variances are approved.

If the Board chooses to proceed with the approval of the variance request, staff requests that the Planning and Zoning Commission approves the Special Exception to the Board of County Commissioners as per the following motion:

Based on staff findings and evidence received at the hearing, the Board finds that the proposed Special Exception is not detrimental to the character of the area and will not adversely impact the public interest with the inclusion of the following Special Exception conditions:

1. The proposed communication tower is to be designed as a monopole and will not exceed 143 feet including antennas and lighting rod.
2. Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.
3. No signage or advertising shall be permitted on the proposed tower unless otherwise required by law.
4. The proposed tower shall not be artificially lit, except to ensure human safety or as required by the Federal Aviation Administration (FAA), which the Applicant is providing for the Orlando Sanford Airport.
5. Prior to the issuance of Building Permits, the Applicant shall obtain approval of a Site Plan that meets all other applicable code requirements including

Chapter 40 of the Land Development Code, from the Development Review Committee (DRC).

6. Any Special Exception granted shall expire one (1) year after approval unless a development permit based upon and incorporating the Special Exception is obtained within the one (1) year period. One six (6) month extension may be granted by the Board of County Commissioners. (SCLDC 30.3.6)

Criteria for Variances:

The criteria for granting a variance from the minimum separation distance is found in Sec. 30.6.7.3 (b), Table 1 of the SCLDC. A variance may be granted if it is found that the aesthetic impacts of the tower are enhanced, that compatibility with abutting property owners is maintained, and the approval of the tower location would be consistent with and further the provisions of SCLDC Sec. 30.6.7.1.

Aesthetic Impacts per Section 30.6.7.3(b), Table 1:

The Applicant proposes a 143-foot monopole communication tower with a galvanized finish and an eight (8) foot tall opaque vinyl fence surrounding the equipment compound. Staff recognizes that a monopole design is generally less visually intrusive than lattice or guyed towers and that the galvanized finish reduces the visual mass of the structure. Staff also acknowledges that the surrounding area is characterized by airport-related and utility uses, including the City of Sanford Water Treatment Plant located north of the subject property. However, the primary visual mitigation measure established by the SCLDC is the required separation distance between communication towers and residential uses. For a tower of the proposed height, the Code requires a minimum separation distance of 429 feet from existing residential properties. The proposed tower would be located approximately 111 feet, 141 feet, 307 feet, and 308 feet from the affected residential properties, resulting in reductions of approximately 74 percent, 67 percent, 28 percent, and 28 percent from the required separation distance.

While the proposed eight (8) foot tall opaque vinyl fence may effectively screen ground -mounted equipment and portions of the tower compound, it does not screen or reduce the visibility of the 143-foot monopole tower itself. Likewise, the galvanized finish and monopole design, while beneficial, do not substantially offset the visual impacts associated with locating the tower significantly closer to residential properties than contemplated by the Code.

Staff finds that the magnitude of the requested variance substantially diminishes the effectiveness of the visual buffer established by the 429-foot separation requirement. The proposed mitigation measures are not proportional to the degree of separation reduction being requested and do not adequately compensate for the increased visual

prominence of the tower from nearby residential properties. Therefore, staff finds that the aesthetic impacts of the proposed communication tower have not been sufficiently enhanced or mitigated to support approval of the requested variance.

Compatibility with Abutting Property Owners per Section 30.6.7.3(b), Table 1:

Although the affected property owners submitted letters of support, staff finds the reduced separation distance remains inconsistent with the intended level of protection established by the Code. The separation requirement was adopted to ensure compatibility between communication towers and residential uses and to further broader public welfare objectives. While property owner support is a relevant consideration, it does not eliminate the compatibility concerns associated with reducing the required separation distance by the magnitude requested.

Additional provisions of SCLDC Section 30.6.7.1(b):

(1) To accommodate the growing need for communication towers.

Staff Findings:

Staff finds that the proposed communication tower would provide an additional location for wireless communication infrastructure within the County and therefore is generally consistent with the intent of accommodating communication towers.

(2) To encourage and direct the location of communication towers to the most appropriate locations considering sound planning and land use practices and to ensure compatibility between communication towers and abutting land uses.

Staff Findings:

Staff finds that the proposed tower location is not the most appropriate location considering the intent of this criterion. The Code requires a minimum separation distance of 429 feet from existing residential uses; however, the proposed tower would be located approximately 111 feet, 141 feet, 307 feet, and 308 feet from the affected residential properties. The degree of encroachment into the required separation distance substantially reduces the compatibility buffer established by the Code between communication towers and residential uses. Although the Applicant has obtained letters of support from the affected property owners, staff finds that the requested reduction does not fully satisfy the intent of promoting compatibility and appropriate tower siting.

(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.

Staff Findings:

Staff finds that the requested variance is inconsistent with the intent of protecting residential areas from potential adverse impacts associated with communication towers. The required 429-foot separation distance serves as a protective measure intended to reduce the impacts of communication towers on nearby residential properties. The proposed tower would be located substantially closer to residential properties than contemplated by the Code, reducing the effectiveness of this protective buffer.

(4) To minimize adverse visual impacts through sound and practical design, siting, landscape screening, and innovative camouflaging techniques.

Staff Findings:

Staff finds that the proposal does not fully satisfy the intent of minimizing visual impacts. While the Applicant proposes an eight (8) foot tall opaque vinyl fence around the equipment compound, the fence provides screening only at ground level and does not mitigate views of the proposed 143-foot monopole tower. The required separation distance of 429 feet serves as the primary visual mitigation measure established by the Code. The proposed tower would be located approximately 111 feet, 141 feet, 307 feet, and 308 feet from the affected residential properties, representing reductions of approximately 74 percent, 67 percent, 28 percent, and 28 percent from the required standard. Staff finds that the proposed fencing is not proportional mitigation for the magnitude of the requested variance and does not adequately offset the increased visual prominence resulting from the reduced separation distance.

(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.

Staff Findings:

Staff finds that the required separation distance established by the Code is intended, in part, to provide an additional buffer between communication towers and adjacent land uses. The requested variance would substantially reduce that separation distance from nearby residential properties. As a result, staff finds that the proposal does not fully further the intent of maintaining the level of separation contemplated by the Code for the protection of adjacent properties.

(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.

Staff Findings:

The proposed communication tower is designed to accommodate up to three wireless carriers and therefore provides an opportunity for future co-location. Staff finds that the proposal is generally consistent with the intent of encouraging shared use of communication tower facilities.

(7) To evaluate current trends and projected areas of advancement relative to communication towers and the telecommunications industry.

Staff Findings:

Staff finds that the proposed monopole tower represents a conventional communication tower design and does not conflict with this intent. This criterion is primarily a policy directive for the ongoing evaluation of communication tower regulations.

(8) To provide the County with information pertaining to enhanced and new uses of communication towers and related systems.

Staff Findings:

Staff finds that the Applicant has provided sufficient information to allow review of the proposed communication tower and associated variance request. This criterion does not directly affect the compatibility analysis associated with the requested separation distance variance.

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.

Standard Variance Criteria per Section 30.43(3):

Pursuant to Sec 30.43 (3), SCLDC, any variance to the required separation distance between the proposed communication tower and an off-site use may be based on the following findings:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification:

   Staff Findings:

   While the proximity of surrounding residential properties limits placement options on the site, staff does not find that these circumstances are unique to the property or sufficiently distinguish it from other similarly situated properties within the same zoning classification.

2. That the special conditions and circumstances do not result from the actions of the applicant:

Staff Findings:

Staff finds that the need for the variance results from the Applicant's decision to locate the tower on a site that cannot accommodate the required separation distance from surrounding residential properties.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

   Staff Findings:

   Granting the requested variance will not confer a special privilege upon the Applicant that is denied to other properties within the A 1 (Agriculture) zoning district. The SCLDC allows communication towers as a permitted use when all applicable separation, design, and compatibility standards are met, and it also provides a process for requesting relief through a variance when unique site conditions warrant consideration. Other similarly zoned properties with comparable circumstances would have the same opportunity to seek a variance under the same criteria. The Applicant is not being granted an exception outside the established regulatory framework; rather, the request is being evaluated through the same variance process available to all properties within the zoning classification.

4. That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the Applicant.

   Staff Findings:

   The literal interpretation of the provisions of Chapter 30 would not deprive the Applicant of rights commonly enjoyed by other properties in the same district. The property still has all the allowable uses within the A-1 district. The applicant is responsible for addressing whether or not denial of this request would result in an unnecessary and undue hardship.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

   Staff Findings:

   The Applicant proposes to construct the communication tower in the northeastern portion of the site to maximize the separation distance from the four surrounding residential parcels. However, due to the proximity of these residential uses, the tower will still encroach into the required 429-foot separation distance, which directly triggers the need for a variance. The Applicant has obtained letters of support from all four adjacent residents

located within the encroachment area. If the requested variance is not approved, the property retains reasonable economic use through other permitted uses allowed by the Future Land Use designation and zoning classification.

6. That the granting of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

   Staff Findings:

   The granting of the variance would not be in harmony with the general intent and purpose of Chapter 30, because it would substantially reduce the separation distance established by the Code to promote compatibility and minimize visual impacts on residential properties. The requested variance would reduce the required separation distance by approximately 74 percent and 67 percent for the closest residential properties.

   Staff finds that the proposed mitigation measures, including the monopole design and eight (8) foot opaque fence, are not proportional to the magnitude of the requested reduction. Therefore, approval of the variance would undermine the purpose of the separation requirement and would not be in harmony with Chapter 30.

Community Meeting

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on April 8, 2026; details of the community meeting have been provided in the agenda package.

Planning & Zoning Commission Meeting

The Planning and Zoning Commission met on July 1, 2026, and voted 3 to 1 to recommend the Board of County Commissioners deny the Development Order for the variance due to the separation distance between the communication tower and existing residential development, and deny the Special Exception for the location of the communication tower located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive.

The Planning and Zoning meeting minutes are provided in your agenda package.

Requested Action:

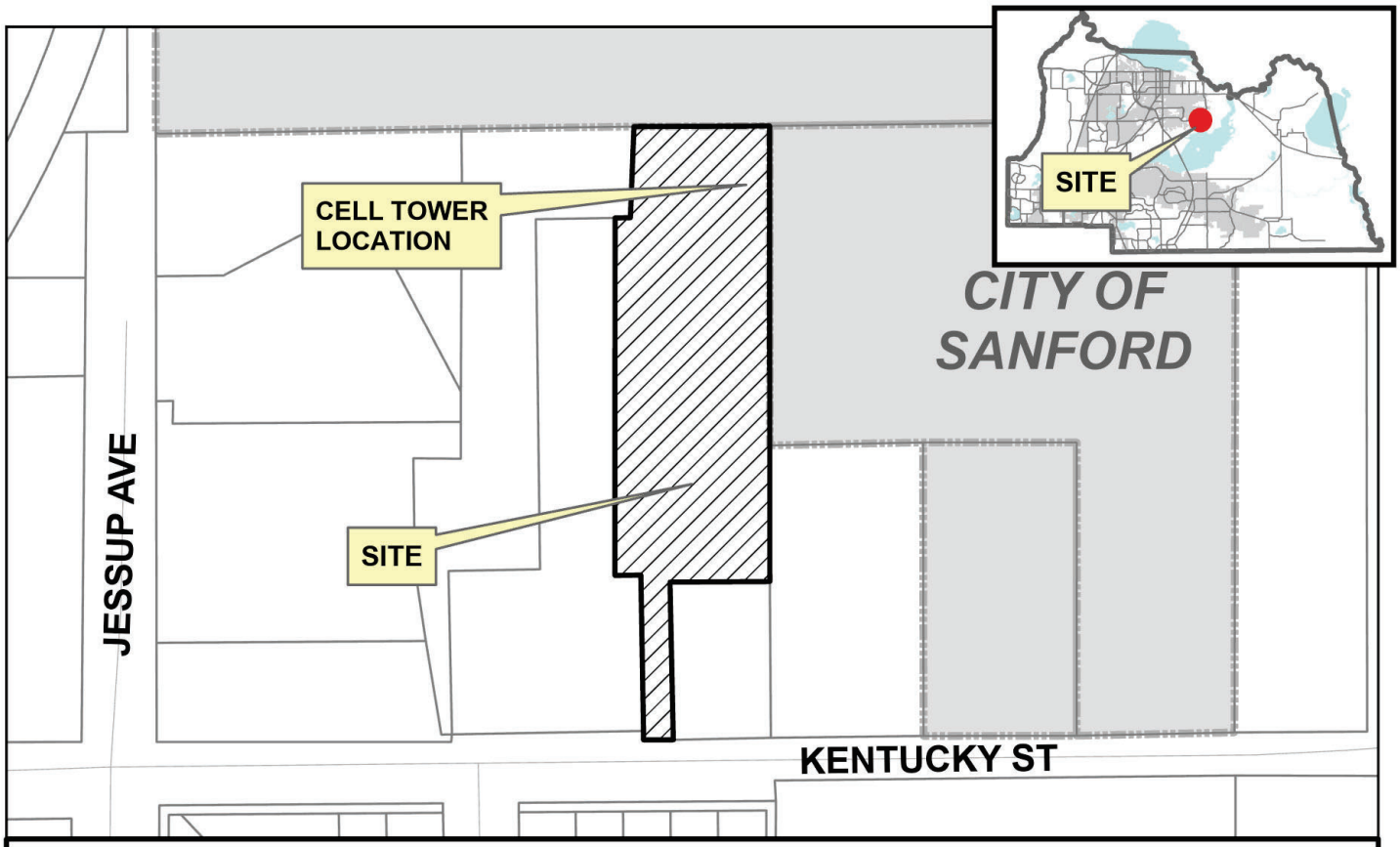
Staff requests the Board of County Commissioners deny the requested variance due to the applicant not meeting the required criteria in Sec. 30.6.7.3 (b), Table 1 of the SCLDC to support a reduction of the separation distance between the proposed communication tower and existing residential development, as set forth in staff’s

analysis and testimony.

Because the special exception is contingent upon approval of the variance, staff cannot support the special exception unless the variance is granted.

However, if the Board determines that based on the applicant's evidence and testimony presented, the special exception and variance requests should be approved, staff recommends the following motion:

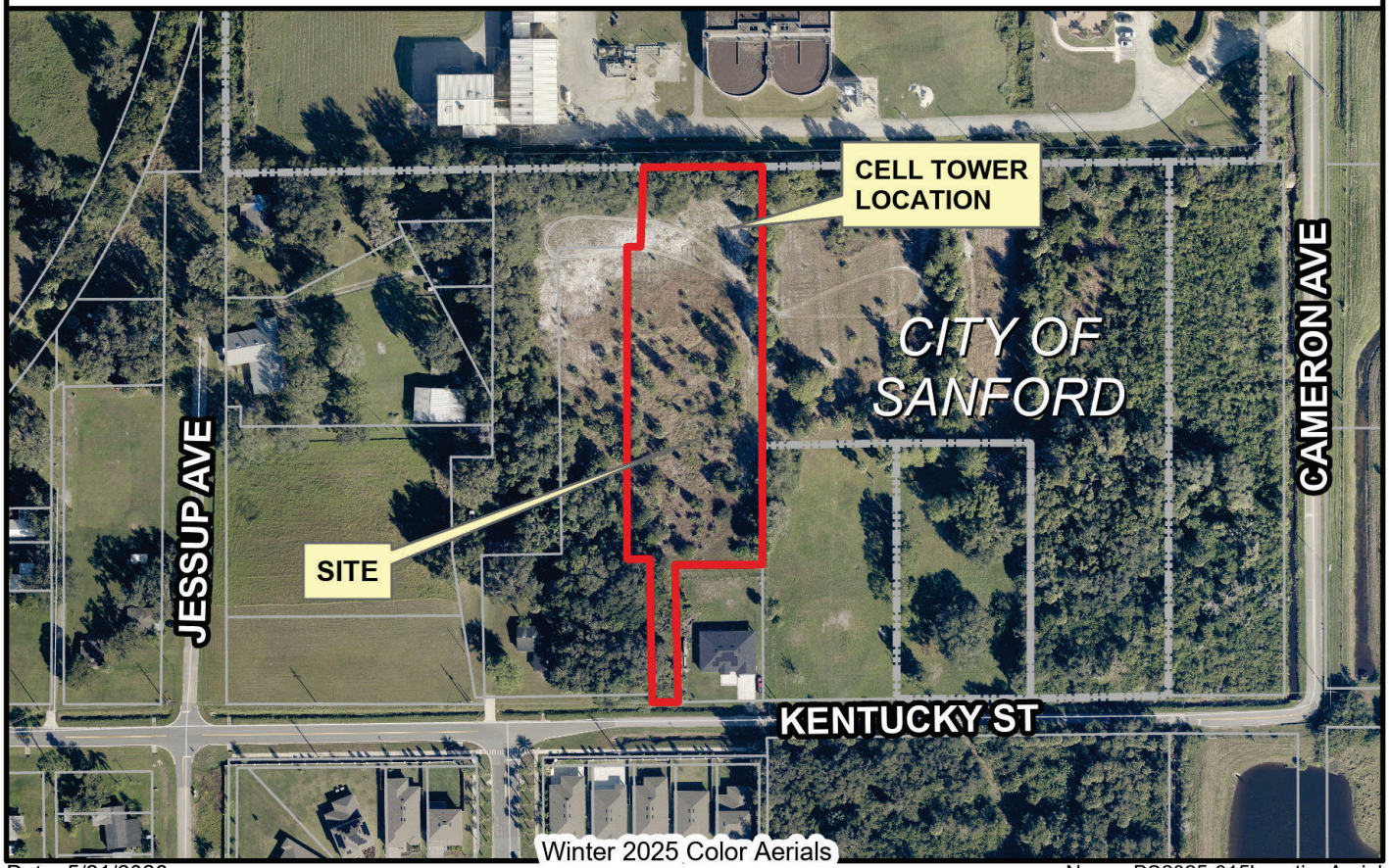
Based on the findings and the testimony and evidence received at the hearing, the Board finds that the request meets the identified portions of the Land Development Code, and moves to approve the Development Order approving the variance and special exception for the communication tower located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive, contingent upon approval of the variance.



Project Name: Kentucky Street (3900) - Special Exception
Applicant Name: Mary Solick
Project Number: 25-32000015 BS2025-015
Parcel ID: 03-20-31-5AY-0000-067F
Project Address: 3900 Kentucky Street, Sanford, FL 32773

Parcels

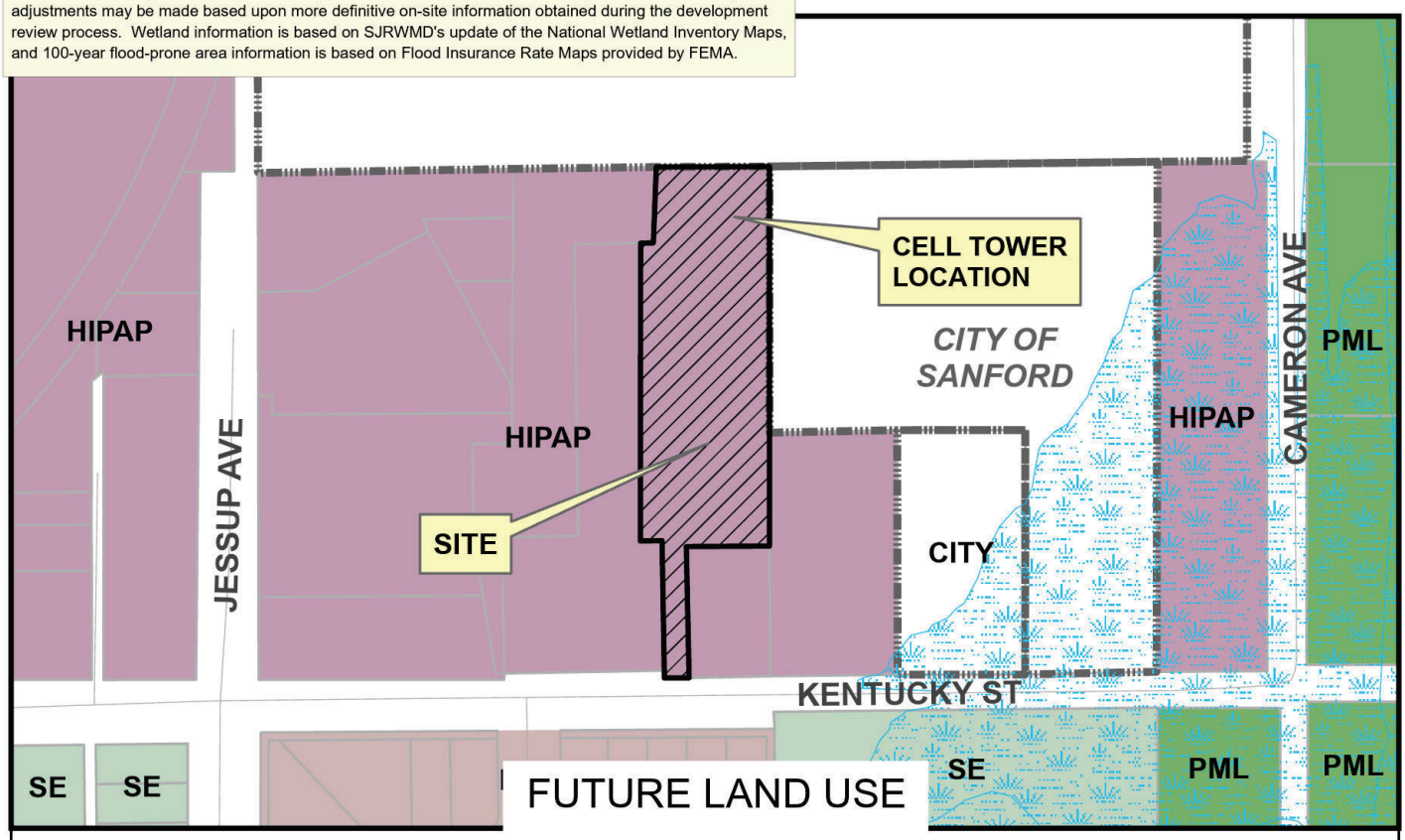
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Date: 5/21/2026

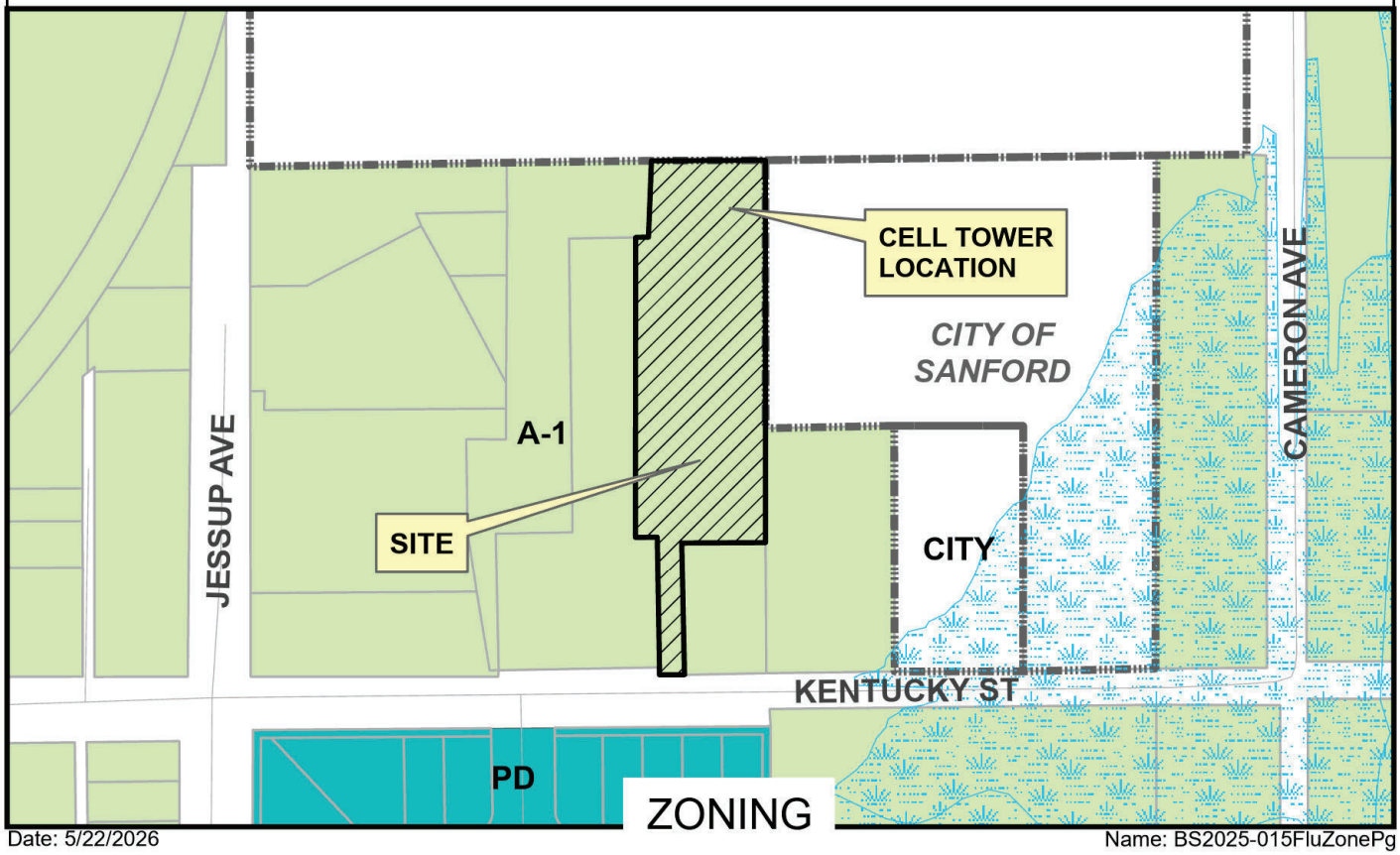
Name: BS2025-015LocationAerial

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.



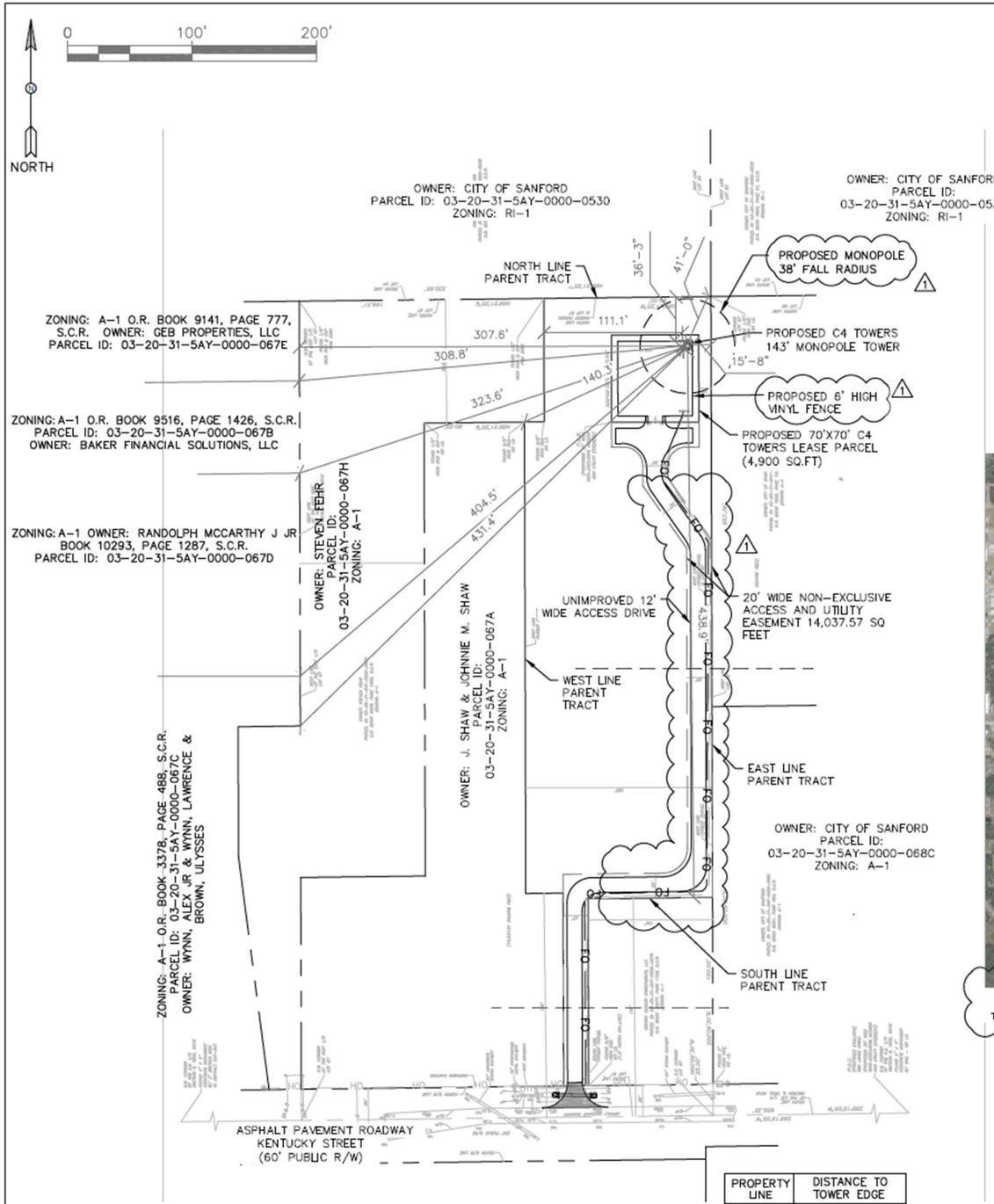
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Applicant Name: Mary Solick
Project Number: 25-32000015 BS2025-015
Parcel ID: 03-20-31-5AY-0000-067F
Project Address: 3900 Kentucky Street, Sanford, FL 32773

FLU: HIPAP
Zoning: A-1



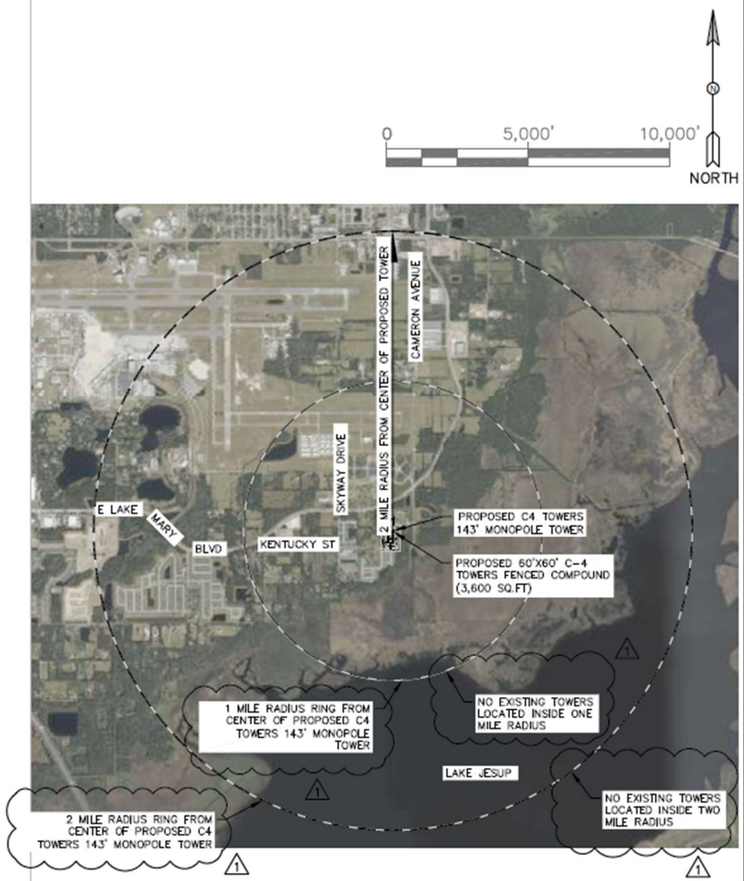
Date: 5/22/2026

Name: BS2025-015FluZonePg



PROPERTY LINE	DISTANCE TO TOWER EDGE
067A	140.3'
067B	308.8'
067C	431.4'
067D	323.6'
067E	307.6'
067G	438.9'
067H	111.1'

LOCATION PLAN



AERIAL PHOTOGRAPH LOCATION PLAN

C4 TOWERS, LLC
1123 SOLANA AVENUE
WINTER PARK, FL 32789

PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268664

REVISIONS

REV	DATE	DESCRIPTION
1	2-16-2026	PER REVIEWERS REQUEST
2	5-18-2026	PER REVIEWERS REQUEST
SEAL:		

STATE OF FLORIDA LICENSED PROFESSIONAL ENGINEER SYED KHAJA HANEEFUDDIN LICENSE No 83669

Syed K Haneefuddin

ITEMS SHOWN HEREON ARE ELECTRONICALLY SIGNED AND SEALED BY SYED KHAJA HANEEFUDDIN, P.E. ON THE DATE INDICATED HERE: PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

Digitally signed by Syed K Haneefuddin
Date: 2026.05.20 00:09:26 -05'00'

CURRENT ISSUE DATE: DECEMBER 2025

PROJECT DATA:

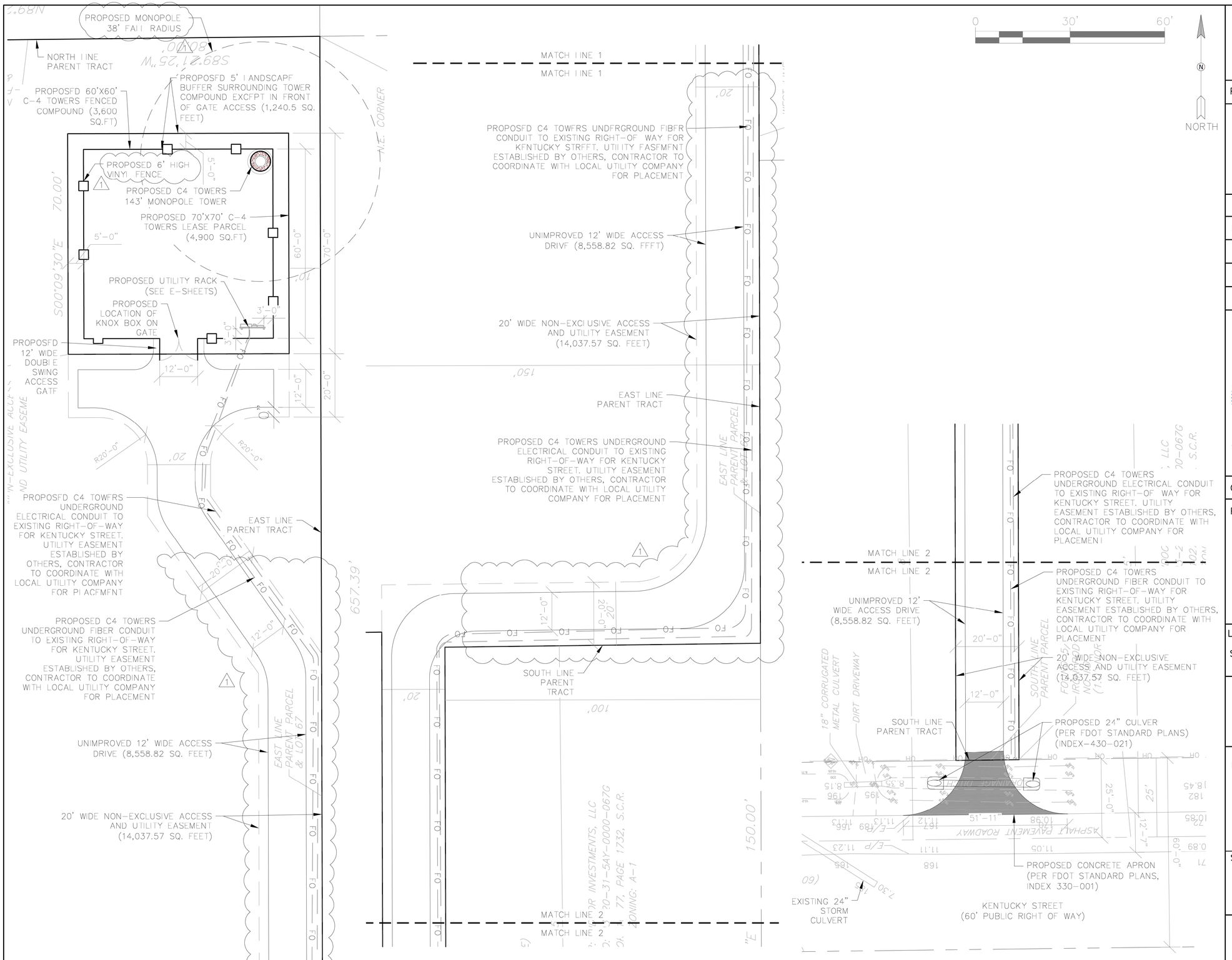
LICENSURE: SYED K. HANEEFUDDIN, P.E. PE #: 83669

ISSUE FOR: ZONING DRAWINGS

PROJECT INFORMATION: **C4348 KENTUCKY STREET**
FL1B0BA - S - KENTUCKY
2 KENTUCKY STREET
SANFORD, FLORIDA 32773
SEMINOLE COUNTY

SHEET TITLE: LOCATION PLAN

DRAWN BY:	CHECK BY:	DWG NO.	REV NO.
GD	SKH	102	
SCALE: AS SHOWN	APPROVED BY: SKH	SHEET NUMBER C-4	



ENLARGED SITE PLAN

SITE PLAN BASED OFF OF SURVEY PROVIDED BY WSP CONSULTANTS, INC.

C4 TOWERS, LLC
1123 SOLANA AVENUE
WINTER PARK, FL 32789

PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268664

REVISIONS

REV	DATE	DESCRIPTION
1	2-16-2026	PER REVIEWERS REQUEST
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SEAL:		

FLORIDA LICENSED PROFESSIONAL ENGINEER — SYED KHAJA HANEEFUDDIN — LICENSE No 83669 — STATE OF FLORIDA

Syed K Haneefuddin

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Digitally signed by Syed Khajaneefuddin
Date: 2026.05.29 00:05:09 -05'00'

CURRENT ISSUE DATE: DECEMBER 2025

PROJECT DATA:

LICENSURE:
SYED K. HANEEFUDDIN, P.E.
PE #: 83669

ISSUE FOR:
ZONING DRAWINGS

PROJECT INFORMATION:
C4348 KENTUCKY STREET
FL1B0BA - S - KENTUCKY
2 KENTUCKY STREET
SANFORD, FLORIDA 32773
SEMINOLE COUNTY

SHEET TITLE:
ENLARGE SITE PLAN

DRAWN BY:	CHECK BY:	DWG NO.	REV NO.
GD	SKH	102	

SCALE:	APPROVED BY:	SHEET NUMBER
AS SHOWN	SKH	SP-1

SEMINOLE COUNTY
DEVELOPMENT ORDER

On August 11, 2026, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See attached “Exhibit A”

FINDINGS OF FACT

Property Owner: Johnnie M. Shaw and Ronald J. Shaw

Project Name: Kentucky Street

Special Exception and Variance Approvals: Request for a Special Exception for a proposed 143-foot communication tower and four (4) variances to the required separation distance from properties with existing single family use located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive.

Owner	Setback Required	Setback Provided	**Relief Requested**
Baker Financial Solutions	429’	308.8’	**120.2’**
Steven Fehr	429’	111.1’	**317.9’**
GEB Properties	429’	307.6’	**121.4’**
Ronald Shaw & Johnnie Mae Shaw	429’	141.7’	**287.3’**

B. CONCLUSIONS OF LAW

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

Prepared by: Anne (Annie) Marie Sillaway, AICP, Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances, to the extent that such requirements are not inconsistent with the Development Order.

(3) The conditions upon this development approval are as follows:

A. The variance granted applies only to the separation distance required from the communication tower and properties with a residential use.
B. The proposed communication tower is to be designed as a monopole and will not exceed 143 feet, including antennas.
C. Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.
D. No signage or advertising shall be permitted on the proposed tower unless otherwise required by law.
E. The proposed tower is required to place a light on top of the tower.
F. The communication tower fall zone will be within the compound.
G. Prior to the issuance of building permits, the Applicant shall obtain approval of a Site Plan that meets the requirements of all other applicable code requirements including Chapter 40 of the Land Development Code, from the Development Review Committee (DRC).
H. The base of the proposed tower shall have a minimum eight (8) foot high PVC fence that is either tan, green, or a color that matches the surrounding vegetation.
I. The proposed communication tower 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 laws.
J. Any Special Exception granted shall expire one (1) year after approval unless a development permit based upon and incorporating the Special Exception is obtained within the one (1) year period. One six (6) month extension may be granted by the Board of County Commissioners.

(4) This Development Order touches and concerns the above-described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property and be a servitude upon and

binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(7) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
ANDRIA HERR, CHAIRMAN

EXHIBIT A
Legal Description

PT OF LOT 67 DESC AS BEG NE COR RUN W 134.14 FT S 99.02 FT W 15.86 FT S TO A PT 180 FT N OF S LI E 30 FT S 180 FT E 20 FT N 175 FT E 100 FT N TO BEG SANFORD CELERY DELTA PB 1 PGS 75 & 76

Exhibit A

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, except when a variance is granted based upon findings that the aesthetic impacts of the tower are enhanced, that compatibility with abutting property owners are 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 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.

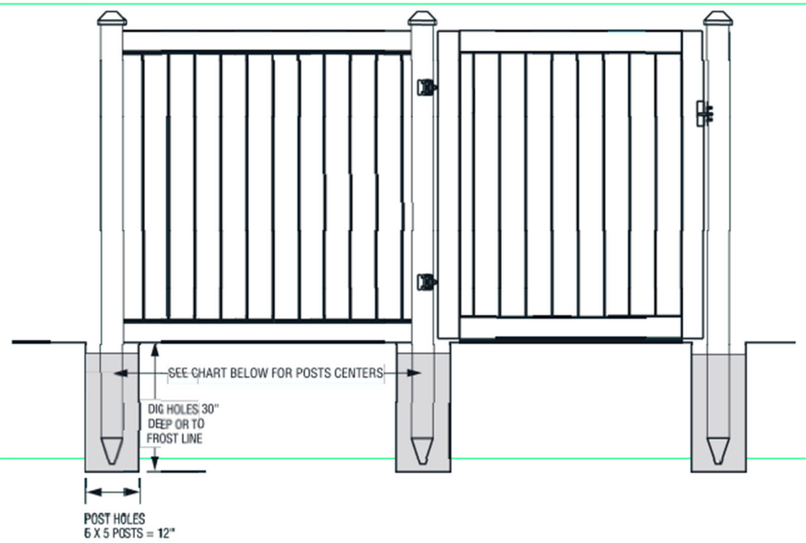
Exhibit B

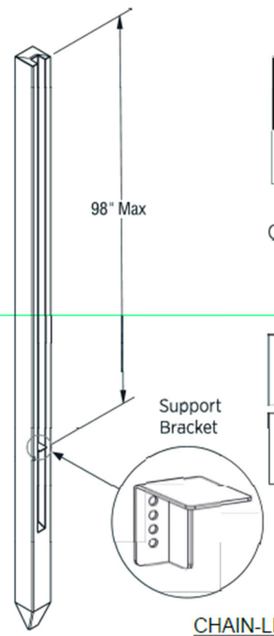
Variance Separation from Residential Uses

Owner	Setback Required	Setback Provided	**Relief Requested**
Baker Financial Solutions	429’	308.8’	**120.2’**
Steven Fehr	429’	111.1’	**317.9’**
GEB Properties	429’	307.6’	**121.4’**
Ronald Shaw & Johnnie Mae Shaw	429’	141.7’	**287.3’**

Privacy Fence

Simtek Sherwood 4' and 6' High





Panel Size	4'	6'	8'
Bracket Location from top of post	50"	74"	98"

Center to Center Post Dimensions for 6'

		Line	Corner	End	Gate
6'x6'	Line	72"	73"	72"	73"
	Corner		74"	73"	74"
4'x8'	Line	96"	97"	96"	97"
	Corner		98"	97"	98"

FOR INFORMATION ONLY

CHAIN-LINK FENCE AND GATE DETAILS
N.T.S.



12"x18" ALUMINUM SIGN WITH 1/4" DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
HUNG ON COMPOUND GATE



18"x24" ALUMINUM SIGN WITH 1/4" DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
HUNG ON ACCESS ROAD GATE IF APPLICABLE

SIGN DETAIL
N.T.S.

C4 TOWERS, LLC
1123 SOLANA AVENUE
WINTER PARK, FL 32789

PLANS PREPARED BY:

DANIEL DESIGN & ASSOCIATES, LLC
7901 4TH STREET N, SUITE 300
ST. PETERSBURG, FLORIDA 33702
PHONE #: 561-360-0724
REGISTRATION #: L25000268664

REVISIONS

REV	DATE	DESCRIPTION
1	2–16–2026	PER REVIEWERS REQUEST
2	5–18–2026	PER REVIEWERS REQUEST

SEAL:



Syed K Haneefuddin
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Digitally signed by Syed Haneefuddin
Date: 2026.05.20 00:00:27 -05'00'

CURRENT ISSUE DATE: DECEMBER 2025

PROJECT DATA:

LICENSURE: SYED K. HANEEFUDDIN, P.E. — PE #: 83669

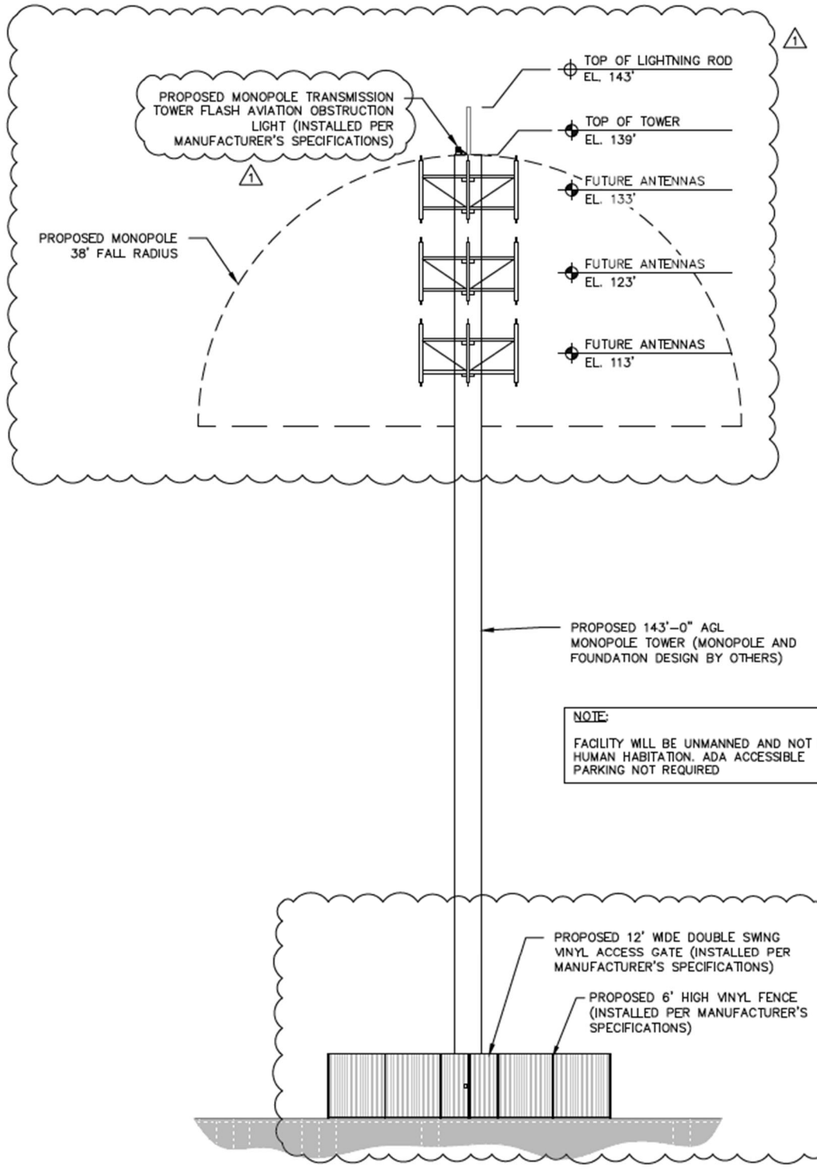
ISSUE FOR: ZONING DRAWINGS

PROJECT INFORMATION:
C4348 KENTUCKY STREET
FL1B0BA - S - KENTUCKY
2 KENTUCKY STREET
SANFORD, FLORIDA 32773
SEMINOLE COUNTY

SHEET TITLE: GATE AND FENCE DETAILS

DRAWN BY:	CHECK BY:	DWG NO.	REV NO.
GD	SKH	102	

SCALE:	APPROVED BY:	SHEET NUMBER
AS SHOWN	SKH	C-5



TOWER ELEVATION
N.T.S

NOTE:

1. ALL PROPOSED ANTENNA ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
2. TOWER IS DESIGNED FOR A TOTAL OF FOUR WIRELESS SERVICE PROVIDERS. LOCATION OF FUTURE PROVIDERS IS APPROXIMATE.
3. CONTRACTOR TO COORDINATE ANTENNA MOUNTS W/ OWNER.
4. CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS (BY OTHERS).

NOTE:

1. FACILITY WILL BE UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESSIBLE PARKING NOT REQUIRED.
2. MAINTAIN EXISTING DRAINAGE PATTERNS. NO GRADING ON THE LEASE PARCEL IS REQUIRED. EXISTING ELEVATION 15.9' (NAVD 88) NO GRADING REQUIRED.
3. CARE MUST BE TAKEN DURING SITE CONSTRUCTION TO ENSURE THREE FEET (3') OF COVER IS MAINTAIN OVER THE WATER MAIN.

NOTE:

COMMUNICATION TOWERS NOT REQUIRING FAA PAINTING/MARKING SHALL HAVE EITHER A GALVANIZED FINISH.

NOTE:

1. FACILITY WILL BE UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESSIBLE PARKING NOT REQUIRED.
2. MAINTAIN EXISTING DRAINAGE PATTERNS. NO GRADING ON THE LEASE PARCEL IS REQUIRED. EXISTING ELEVATION 57.67' (NAVD 88) NO GRADING REQUIRED.
3. PROPOSED FENCE MUST HAVE 85% APPURTENANCE.

PER FALL ZONE LETTER DONE BY MICHAEL F. PLAHOVINSAK, P.E., DATED FEBRUARY 16, 2026. THIS MONOPOLE WILL BE DESIGNED TO ACCOMMODATE A THEORETICAL FALL RADIUS. THE UPPER 38' OF THE POLE WILL BE DESIGNED TO MEET THE WIND LOADS OF THE DESIGN, HOWEVER, THE LOWER PORTION OF THE POLE WILL BE DESIGNED WITH A MINIMUM 10% EXTRA CAPACITY. ASSUMING THE POLE WILL BE FABRICATED ACCORDING TO MY DESIGN AND WELL MAINTAINED, IN THE EVENT OF A FAILURE DUE TO EXTREME WIND AND A COMPARABLE APPURTENANCE ANTENNA LOADS (WINDS IN EXCESS OF THE DESIGN WIND LOAD), IT WOULD YIELD/BUCKLE AT THE 101' ELEVATION. THE YIELDED SECTION WOULD RESULT IN A MAXIMUM 38' FALL RADIUS, BUT WOULD MOST LIKELY REMAIN CONNECTED AND HANG FROM THE STANDING SECTION.

THE STRUCTURE WILL BE DESIGNED WITH ALL OF THE APPLICABLE FACTORS AS REQUIRED BY THE CODE. A PROPERLY DESIGNED, CONSTRUCTED AND MAINTAINED POLE HAS NEVER COLLAPSED; MONOPOLES ARE SAFE STRUCTURES WITH A LONG HISTORY OF RELIABLE OPERATION.

C4 TOWERS, LLC
1123 SOLANA AVENUE
WINTER PARK, FL 32789

PLANS PREPARED BY:

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2	5-18-2026	PER REVIEWERS REQUEST

SEAL:

SYED KHAJA HANEEFUDDIN LICENSE No 83669 STATE OF FLORIDA PROFESSIONAL ENGINEER

Syed K Haneefuddi

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SYED KHAJA HANEEFUDDIN, P.E. ON THE DATE INDICATED HERE: 05/19/2026

Digitally signed by Syed K Haneefuddin
Date: 2026.05.20 00:15:03 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

CURRENT ISSUE DATE: DECEMBER 2025

PROJECT DATA:

LICENSURE: SYED K. HANEEFUDDIN, P.E. PE #: 83669

ISSUE FOR:
ZONING DRAWINGS

PROJECT INFORMATION:
C4348 KENTUCKY STREET
FL1B0BA - S - KENTUCKY
2 KENTUCKY STREET
SANFORD, FLORIDA 32773
SEMINOLE COUNTY

SHEET TITLE:
TOWER ELEVATION

DRAWN BY:	CHECK BY:	DWG NO.	REV NO.
GD	SKH	102	

SCALE:	APPROVED BY:	SHEET NUMBER
AS SHOWN	SKH	C-3

VARIANCE CRITERIA

Respond completely and fully to all 6 criteria listed below to demonstrate that the request meets the standards of Seminole County Land Development Code Section 30.3.3.2(b) for the granting of a variance:

1. What are the special conditions and circumstances that exist that are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district?

   No other structure or building in the agricultural zoning district is subject to residential building separation requirements.

2. How are the special conditions and circumstances that exist not the result of the actions of the applicant?

   No other property in the search area can meet all residential structure separation requirements.

3. How would the granting of the variance request not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning district?

   No other building's or structures in agricultural zoning are subject to the same residential structure separation requirement.

4. How would the literal interpretation of the provisions of the zoning regulations deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would work unnecessary and undue hardship on the applicant?

   The unnecessary and undue hardship being imposed is the staffs refusal to accept consents to reduced setbacks submitted by all 4 affected property owners as provided for in the Code.

5. How would the requested variance be the minimum variance that will make possible the reasonable use of the land, building, or structure?

   The variances requested are the minimums that will allow for the minimum tower height needed by the wireless carriers.

6. How would the granting of the variance be in harmony with the general intent and purpose of the zoning regulations and not be injurious to the neighborhood, or otherwise detrimental to the public welfare?

   The intent of the Code is to enhance wireless service in the community with the minimal amount of aesthetic impact. The variances requested are for the minimum height needed for all licensed carriers to effectively deliver reliable service to the area

APPLICANT FEEDBACK ON SPECIAL EXCEPTION CRITERIA

Per Sec. 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 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 The Proposed Tower is not detrimental to the area. The subject property is abutted on two sides by City of Sanford utilities services. Further to the North is the Sanford airport. The area has a FLU of HIPAP, contemplating future development to support airport uses.
(2) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and The Proposed Tower generates de minimus levels of traffic, approx. 1 vehicle trip per carrier per quarter.
(3) Is consistent with the County's comprehensive plan; and The Proposed Tower is consistent the County's Comprehensive Plan.
(4) Will not adversely affect the public interest; and The Proposed Tower enhances the public interest by improving wireless coverage to the greater community as well as enhancing E911 service.
(5) Meets any special exception criteria described in Additional Use Standards; and All special exception criteria have been met.
(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. Is consistent with the general zoning plan of the rural zoning classifications; and The FLU of the subject property as well as all of the surrounding property is HIPAP which means the A-1 zoning is merely a holding category until more intense development consistent with HIPAP comes along.
        ii. Is not highly intensive in nature; and The Proposed Monopole Tower is an unoccupied structure, non intensive in nature.
        iii. Is compatible with the concept of low-density rural land use; and The FLU of this area in not LDR.
        iv. Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services. The Proposed Tower does not require public services.

CONSENT TO REDUCED SEPARATION DISTANCE

Pursuant to Section 30.6.7.3(b), Land Development Code of Seminole County, Baker Financial Solutions, Owner of the real property located at 3765 Jessup Ave Sanford FL. 32773 Seminole County, Florida, having a Tax Parcel ID No: 03-20-31-5AY-0000-067B, hereby gives written consent to Seminole County to the reduced separation distance required in Section 30.6.7.3(b) from 450' to 308.8FT.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 24th day of October, 2025.

Signed, sealed, and delivered in
the presence of:

Print Name: Howard Smith

Print Name: Brenda L. Smith

Owner: Baker Financial Solutions, LLC
Manager: Daniel E. Baker
Sign: Dan E. Ta

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th day of October 2025 by Naigelly Mercede who is personally known to me or who has produced Florida Driver License as identification.

Naigelly Mercede
NOTARY PUBLIC
My Commission expires: OCT 2, 2029

NAIGELLY MERCEDE
Notary Public - State of Florida
Commission # HH 727511
My Comm. Expires Oct 2, 2029

CONSENT TO REDUCED SEPARATON DISTANCE

Pursuant to Section 30.6.7.3(b), Land Development Code of Seminole County, Ronald J. Shaw and Johnnie Mae Shaw of the real property located in Seminole County, Florida, having a Tax Parcel ID No: 03-20-31-5AY-0000-067A, hereby gives written consent to Seminole County to the reduced separation distance required in Section 30.6.7.3(b) from 429 ft to 141.7

Witness
Print Name: Sandi Bills
Sign: _____

Witness
Print Name: TERRY MICHAEL KING
Sign: _____

Sign: _____
Print Name: Ronald J. Shaw

Sign: Johnnie Mae Shaw
Print Name Johnnie Mae Shaw

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of April 24 2026 by Sandi Bills, who is personally known to me or who has produced FL DL as identification.

SANDI BILLS
Commission # HH 666253
Expires April 17, 2029

_____
NOTARY PUBLIC
My Commission expires:

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of 22 April 2026 by Johnnie Mae Shaw, who is personally known to me or who has produced Florida Drivers License (S450-924-02-000-0) as identification.

_____
NOTARY PUBLIC: My commission Expires
'My Commission expires: May 17, 2029

TERRY MICHAEL KING
Notary Public - State of Florida
Commission # HH 651462
My Comm. Expires May 17, 2029
Bonded through National Notary Assn.

CONSENT TO REDUCED SEPARATON DISTANCE

Pursuant to Section 30.6.7.3(b), Land Development Code of Seminole County, GEB Properties LLC, Owner of the real property located in Seminole County, Florida, having a Tax Parcel ID No: 03-20-31-5AY-0000-067E, hereby gives written consent to Seminole County to the reduced separation distance required in Section 30.6.7.3(b) from 429 FT' to 307. 6

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 6 day of NOV, 2025.

Signed, sealed, and delivered in the presence of:

Erica L. Bolton

Print Name: Erica Bolton

Chad Bolton

Print Name: Chad Bolton

Owner: GEB Properties, LLC

Manage Namer: Garth Bolton

Signed: Garth Bolton, Mgr.

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6 day of NOVEMBER 2025 by GARTH E. BOLTON who is personally known to me or who has produced FL DL as identification.

Elizabeth Martinez

NOTARY PUBLIC

My Commission expires:

Credit to the Account of
the within named payee
Absence of Endorsement Guaranteed
Truist Bank

CONSENT TO REDUCED SEPARATON DISTANCE

Pursuant to Section 30.6.7.3(b), Land Development Code of Seminole County, Steven Fehr of the real property located in Seminole County, Florida, having a Tax Parcel ID No: 03-20-31-5AY-0000-067H, hereby gives written consent to Seminole County to the reduced separation distance required in Section 30.6.7.3(b) from 429 ft to 111.1.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 5 day of November, 2025.

Signed, sealed, and delivered in the presence of:

Print Name: Kim Fischer

Print Name: Cayden Fischer

Signed: Steven E. Fehr

Steven E. Fehr
Print Name

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of NOV 2025 by Steven E Fehr who is personally known to me or who has produced _____ as identification.

Nicole Martin
NOTARY PUBLIC
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA

NICOLE MARTIN
Commission # HH 249622
Expires August 5, 2026

From: Janardhan Reddy M
To: Sillaway, Annie
Subject: Opposition to Kentucky Street Special Exception (Z2025-15) – Proposed 143-Foot Cell Tower
Date: Wednesday, July 1, 2026 6:02:40 PM

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To:

Seminole County Planning & Development Division
Attn: Annie Sillaway, Project Manager

Re: Case Z2025-15 – Kentucky Street Special Exception

Dear Members of the Planning & Zoning Commission and Board of County Commissioners,

I am writing to express my strong opposition to the proposed 143-foot communication tower and associated variances requested under Case Z2025-15 on Kentucky Street.

As a nearby resident and property owner, I respectfully request that the Commission deny this Special Exception and the requested variances for the following reasons:

1. Incompatibility with Residential Neighborhood
The proposed tower is significantly taller than surrounding structures and is not compatible with the character of the established residential neighborhood. A 143-foot tower would become a dominant visual feature and negatively affect the appearance of the community.
2. Request for Multiple Variances
The applicant is requesting four variances from the required separation distances from existing single-family homes. These separation requirements exist to protect residents and preserve neighborhood character. Granting multiple variances undermines the intent of Seminole County's zoning regulations.
3. Potential Reduction in Property Values
Many homeowners are concerned that locating a large telecommunications tower so close to residential properties may adversely affect property values and make homes less desirable to prospective buyers.
4. Visual and Aesthetic Impacts
The tower would create a permanent visual intrusion that cannot be adequately screened by landscaping due to its height. This would negatively impact the quality of life and scenic character of the neighborhood.

5. Availability of Alternative Locations

Before approving a tower requiring multiple variances, the County should require the applicant to demonstrate that no feasible alternative locations exist that would have less impact on nearby residents, including collocation on existing towers or placement in more appropriate commercial or industrial areas.

6. Community Concerns

The proposed location places the interests of one development ahead of the long-term interests of surrounding homeowners who have invested in this community expecting that existing zoning protections would be upheld.

For these reasons, I respectfully request that the Planning & Zoning Commission recommend denial of this application and that the Board of County Commissioners deny the requested Special Exception and variances.

Thank you for your consideration of my comments and for protecting the character and integrity of our neighborhood.

Respectfully,

Janardhan Reddy Mettu,
4120 Rainfall Pl,
Sanford, FL
Email:m.janardhan1984@hotmail.com
Phone: 9542615429

From: Mallika
To: Sillaway, Annie
Subject: Opposition to Kentucky Street Special Exception (Z2025-15) – Proposed 143-Foot Cell Tower
Date: Wednesday, July 1, 2026 4:45:10 PM

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For these reasons, I respectfully request that the Planning & Zoning Commission recommend denial of this application and that the Board of County Commissioners deny the requested Special Exception and variances.

Thank you for your consideration of my comments and for protecting the character and integrity of our neighborhood.

Respectfully,

Purna Naga Mallika Nagamothu,
4037 Diamond Dew Lane,
Sanford, FL
Email: mallika238@gmail.com
Phone: 6893517377

From: Ravi Sathari Mallikarjuna
To: Sillaway, Annie
Subject: Fwd: Delivery Status Notification (Failure)
Date: Wednesday, July 1, 2026 4:10:57 PM

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For these reasons, I respectfully request that the Planning & Zoning Commission recommend denial of this application and that the Board of County Commissioners deny the requested Special Exception and variances.

Thank you for your consideration of my comments and for protecting the character and integrity of our neighborhood.

Respectfully,

Ravichandra Sathari
4410 Foggy oak ln,
Sanford, FL
phone: 614-966-7404

--
Regards,
Ravi Sathari

From: ravi chandra
To: Sillaway, Annie
Subject: Opposition to Kentucky Street Special Exception (Z2025-15) – Proposed 143-Foot Cell Tower
Date: Wednesday, July 1, 2026 4:42:39 PM

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To:

Seminole County Planning & Development Division
Attn: Annie Sillaway, Project Manager

Re: Case Z2025-15 – Kentucky Street Special Exception

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For these reasons, I respectfully request that the Planning & Zoning Commission recommend denial of this application and that the Board of County Commissioners deny the requested Special Exception and variances.

Thank you for your consideration of my comments and for protecting the character and integrity of our neighborhood.

Respectfully,

Ravichandra Pasala
4156 Rainfall Pl, Sanford, FL 32773
Email: ravibekool@gmail.com
Phone: 478-305-1400

Thanks & Regards,
Ravichandra Pasala
478-305-1400

From: Tejinder
To: Sillaway, Annie
Subject: Opposition to Kentucky Street Special Exception (Z2025-15) – Proposed 143-Foot Cell Towe
Date: Wednesday, July 1, 2026 6:17:17 PM

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To:

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Attn: Annie Sillaway, Project Manager

Re: Case Z2025-15 – Kentucky Street Special Exception

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Thank you for your consideration of my comments and for protecting the character and integrity of our neighborhood.

Respectfully,

Fnu Tejinder
4301 Foggy Oak Ln
Sanford, FL
Email: Teji.gp@gmail.com
Phone: 9084107105

COMMUNITY MEETING NOTICE

WEDNESDAY, APRIL 8, 2026
6 – 8 P.M.

GALILEO SCHOOL OF GIFTED LEARNING
3755 SKYWAY DRIVE
SANFORD, FL 32773
CAFETORIUM

Topic: C-4 Towers Kentucky Street Special Exception Application
Project Description: 143’ Monopole Telecommunications Tower & Associated Ground Equipment

Please Call (407) 367-7868
for Assistance with questions

The purpose of this meeting is to discuss the proposed installation of a 143’ monopole tower at 3900 Kentucky Street, Sanford, Florida. This community meeting will be hosted by C-4 Towers, the Applicant. Your input is valuable and important. If you cannot attend the community meeting, please feel free to contact Mary D. Solik (Counsel for C-4 Towers) at:

121 S. Orange Avenue, Suite 1500
Orlando, FL 32801
(407) 367-7868
msolik@dotysoliklaw.com

C-4 TOWERS
KENTUCKY STREET SPECIAL EXCEPTION
COMMUNITY MEETING
April 8, 2026
6:00 P.M.

MEETING SUMMARY

The meeting began at 6 :10 p.m. There were 5 pleasant persons in attendance in addition to Mary Solik and Tim O'Shaughnessy (principal of C-4 Towers).

Felecia Green, representing St. Luke's Missionary Baptist Church, stated that the Church had no concerns.

Shakira Brown, Anthony Brown and Ulysses Brown, as the property owners of the two properties located at the corner of Jessup and Kentucky Street, initially expressed concerns about the proximity of the tower but ultimately stated that they didn't feel the tower would affect them in any way.

Bridget McCarthy, sister of property owner Randolph McCarthy, expressed concern about the tower's effect on crops grown on her brother's property. She stated she didn't care about what the tower looked like.

The meeting concluded at 6:30.p.m.

SEMINOLE COUNTY, FLORIDA

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

Meeting Minutes

Wednesday, July 1, 2026

6:00 PM

BCC Chambers

Planning and Zoning Commission

CALL TO ORDER

Present Richard Jerman, Carissa Lawhun, Dan Lopez, and Brandy Ioppolo

Absent Tim Smith, Mike Lorenz, and Lourdes Aguirre

Opening Statement

The meeting convened at 6:00 PM with Chairman Carissa Lawhun leading the Pledge of Allegiance. The Chairman then introduced each Board and Staff member present and read the procedure for conducting the meeting and voting.

Staff Present

Mike Rhodes, Development Services Director,
Dagmarie Segarra, Deputy Development Services Director, Neysa Borkert, Deputy County Attorney, Joe Lofaso, Assistant County Engineer, Joy Giles, Planning Manager, Annie Sillaway, Principal Planner, Kaitlyn Apgar, Senior Planner, and Tammy Brushwood, Clerk to the P&Z Board.

Accept Proof of Publication

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Proof of Publication. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

Approval of Minutes

Motion by Commissioner Richard Jerman, seconded by Commissioner Ioppolo, to approve the June 3, 2026 Minutes. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

NEW BUSINESS

Public Hearing Items:

1. Tatra Townhomes Rezone - ***REQUEST FOR CONTINUANCE TO THE AUGUST 5TH MEETING*** - Consider a Rezone from A-1 (Agriculture) to R-3A (Multiple Family Dwelling) for a seventy (70) unit townhome development on approximately 11.97 acres, located on the west side of Tatra St, north of W Chapman Rd; (Z2025-016) (Chris Leppert, Kimley-Horn and Associates, Inc.) District 1 - Dallari (Kaitlyn Apgar, Senior Planner)

   Kaitlyn Apgar, Senior Planner, stated that the applicant is requesting a continuance of this item. Chairman Carissa Lawhun stated that one public comment card was received and she asked the audience if any member would like to speak that cannot make the next meeting in August. No one responded. The meeting was continued to the August 5, 2026 P&Z meeting.

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Dan Lopez to Continue the Tatra Townhomes Rezone to the August 5, 2026 Planning & Zoning Commission meeting. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

2. Mission BBQ Special Exception - Consider a Special Exception to allow a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive; BS2025-06 (William Leahy, Applicant) District 4 - Lockhart (Kaitlyn Apgar, Senior Planner).

Kaitlyn Apgar, Senior Planner, presented this item as stated in the Staff report. She further stated that the property has a Future Land Use of Commercial and a zoning designation of PD (Planned Development). The restaurant is part of an existing shopping center and is identified in the ETOR PD as Lot 2 of Tract D. The Mission BBQ establishment currently operates an existing bonafide restaurant and requests the Special Exception in order to serve beer and wine for on-site consumption. A bonafide restaurant is considered an establishment where the majority of sales and profit is from the serving of meals and not from the serving of alcoholic beverages, per Seminole County Land Development Code (SCLDC) Sec. 30.6.6.2 (a)(1). Sec. 30.6.6.2(b) of the SCLDC requires that any establishment selling alcoholic beverages for on-premise consumption shall maintain a minimum separation distance of 1,000 feet (air-line measurement) from lot line of the establishment to the nearest lot line of the school. The subject property is approximately 501 feet from the closest school known as the Arbor School of Central Florida, and thus does not meet the 1,000-foot separation, requiring the Special Exception. The proposed development is consistent with the Special Exception criteria as stated in the following slides and Staff report. The subject property is within an established shopping plaza where there are other restaurants and commercial uses of similar nature. The requested Special Exception for an alcohol license is consistent with the commercial nature of the area and is ancillary to the property's function as a restaurant. Considering the property is within a shopping plaza, traffic patterns and calculations have already been accounted for to support the commercial use. The site gains access via the internal drive aisle that connects to Sun Drive, thus reducing any curb cuts onto a main arterial. Adequate parking meeting SCLDC standards is currently being provided on-site. The existing restaurant is consistent with the Comprehensive Plan in that the Commercial Future Land Use allows for a variety of commercial establishments intended to be located along major roadways. Lake Mary Boulevard is a principal arterial roadway, therefore the restaurant meets this intent. Within this planned shopping center and along the W Lake Mary Boulevard corridor exists numerous restaurants that serve alcohol. The subject property is not in proximity to residentially developed areas. This area is considered a major commercial node and the ancillary serving of alcohol by a bonafide restaurant is considered customary in practice. In compliance with Seminole County Land

Development Code, the Applicant conducted a community meeting on May 1, 2026. Details of the community meeting have been provided in the agenda package.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners approve the Special Exception and associated Development Order, per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Commissioner Richard Jerman addressed Staff that he was disappointed that (courtesy) notices were sent to everybody based on the required Code distances, but they didn't notify either one of the schools and he asked why they didn't. Commissioner Jerman further stated that he guesses the schools are far enough back that they didn't make the list. He asked if we heard from any of the schools, and Ms. Apgar responded that she had not.

Deborah Maine, for the applicant, of Lake Mary, Florida, stated that she is representing Mission BBQ. She further stated that based on their other Mission BBQ locations, the sale of alcohol is less than 1% of their sales. They are trying to compete with the surrounding restaurants who offer beer and wine with a meal.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Land Development Code and recommends the Board of County Commissioners approve the Special Exception and associated Development Order to allow, with conditions, a restaurant within 1,000 feet of a school to obtain an alcohol license in the PD (Planned Development) district on 0.57 acres, located on the south side of W Lake Mary Boulevard, east of Sun Drive.

Motion by Vice Chairman Brandy Ioppolo, seconded by Commissioner Dan Lopez, to approve the Mission BBQ Special Exception. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

3. Kentucky Street Special Exception - Request for a Special Exception for a proposed

143-foot communication tower and four (4) variances to the required separation distance from properties with existing single family use, located on the north side of Kentucky Street, approximately 1,700 feet east of Skyway Drive; Z2025-15 (Mary Doty Solik, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner).

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the request has been evaluated in accordance with the provisions of the Seminole County Land Development Code including;

1. Section 30.6.7, which establishes performance standards for communication towers including setbacks and separation from uses between towers and height;
2. Section 30.3.1.5(a), which establishes the Special Exception criteria, applicable additional use standards and the A-1 criteria;
3. Section 30.6.7.3(b), Table 1, which establishes the variances criteria for communication towers, including aesthetic impacts, compatibility with abutting properties, additional provisions per section 30.6.7.1(b);
4. Consideration of Section 30.43(3), which establishes the standard variance criteria applicable to all variance requests.

The Applicant is requesting approval of a Special Exception to construct a 143-foot monopole communication tower designed to accommodate up to three wireless carriers. The property has a Future Land Use designation of Higher Intensity Planned Development-Airport and is zoned A-1 (Agriculture). The subject property is approximately 1.67 acres meeting the minimum required lot size and lot width of the A-1 zoning district. The Applicant proposes to place the communication tower in the northeast corner of the vacant site. A Special Exception is required for communication towers within the A-1 zoning district. The Special Exception request shall be evaluated for compliance with all applicable sections of the Seminole County Land Development Code (SCLDC). Pursuant to Sec. 30.6.7.3, communication towers must maintain a minimum separation distance (from existing single family residential uses) of 200 feet or 300% of the height of the tower, whichever is greater, unless a variance is granted. Such variance may be approved upon findings that the proposed tower minimizes aesthetic impacts and remains compatible with surrounding properties. The proposed tower height is 143 feet, which requires a separation distance of 429 feet. Four (4) variances are being requested from the required separation distance of 429 feet, measured from the outer extremity of the base of the communication tower to the property line of the parcel that has an existing single-family residential use. The tower is proposed to be located approximately 111 feet from the nearest property line of a residential use. The remaining three (3) residential parcels are located at a distance of 141 feet, 307 feet, and 308 feet from the base of the proposed communication tower. The applicant has obtained consent from all affected property owners for the reduced separation distance. The Board of County Commissioners may approve the request if it is determined that the use requested meets the Special Exception criteria. The proposed 143-foot monopole communication tower would negatively impact the character of the surrounding residential area with its encroachment intensified by the minimum separation distance of only 111 feet from the nearest residential property line. While the tower would generate de minimis traffic and telecommunications facilities are allowed within the HIP-AP Future Land Use designation, its proximity to nearby residences creates adverse effects despite its passive nature and limited noise.

Although the tower meets the A-1 zoning district's required side and rear setbacks, it does not meet the required 429-foot separation from four adjacent residential properties.

The subject property and surrounding parcels are zoned A-1, but the HIP-AP Future Land Use designation signals a long-term transition away from agriculture toward airport compatible development. As this area grows, new uses will align with that direction rather than agricultural activity.

Staff evaluated the request against the six (6) required variance criteria as follows:

1) While the proximity of the surrounding residential properties limits tower placement on the site, Staff does not find these conditions to be unique or substantially different from other similarly zoned properties;

2) Staff finds the need for the variance results from the Applicant's decision to locate the tower on a site that cannot meet the required residential separation distance;

3) Staff finds the approval would not confer a special privilege, because the variance process is available to all similarly situated properties under the same standards;

4) Staff finds the strict application of the Land Development Code would not deprive the property of rights commonly enjoyed by other A-1 properties, as the site retains all permitted uses within the zoning district, and the Applicant is responsible for demonstrating unnecessary hardship;

5) While the Applicant has located the tower in the northeastern portion of the property to maximize separation from nearby residences and has obtained letters of support from the affected property owners, Staff finds the property retains reasonable use without the variance;

6) Staff finds the request is not in harmony with the intent and purpose of Chapter 30, because it substantially reduces the required residential separation distance established to protect compatibility and minimize visual impacts. Although the proposal includes a monopole design and an eight-foot opaque fence, Staff finds these mitigation measures are not proportional to the magnitude of the requested reduction and does not support approval of the variance.

Staff finds that the proposed communication tower generally satisfies the Special Exception criteria of Section 30.3.1.5, however, the requested variance would substantially reduce the required 429-foot residential separation distance, undermining the compatibility and visual protections established by the Land Development Code and proposed mitigation measures do not adequately offset the magnitude of the requested reduction. Staff recommends denial of the requested variances and the associated Special Exception. If the Board chooses to proceed with the approval of the variance request, Staff requests that the Planning and Zoning Commission approve and refer the Special Exception to the Board of County Commissioners as per the following motion:

Based on Staff findings and evidence received at the hearing, the Planning and Zoning Commission finds the proposed Special Exception is not detrimental to the character of the area and will not adversely impact the public interest with the inclusion of the following Special Exception conditions:

1) *The proposed communication tower is to be designed as a monopole and will not exceed 143 feet, including antennas and lightning rod.*
2) *Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.*
3) *No signage or advertising shall be permitted on the proposed tower, unless otherwise required by law.*
4) *The proposed tower shall not be artificially lit, except to ensure human safety, or as required by the Federal Aviation Administration (FAA), which the Applicant is providing for the Orlando-Sanford Airport.*
5) *Prior to the issuance of Building permits, the Applicant shall obtain approval of a site plan that meets all other applicable Code requirements, including Chapter 40 of the Land Development Code, from the Development Review Committee (DRC).*
6) *Any Special Exception granted shall expire one (1) year after approval unless a development permit, based upon and incorporating the Special Exception, is obtained within the one (1) year period. One six (6) month extension may be granted by the Board of County Commissioners (SCLDC 30.3.6).*

The Applicant conducted a community meeting on April 8, 2026 and the details are included in the Board's agenda package.

Staff requests that the Planning and Zoning Commission recommend that the Board of County Commissioners ***deny*** the requested variance due to the required separation distance between the proposed communication tower and existing residential development. Because the Special Exception is contingent upon approval of the variance, Staff cannot support the Special Exception, unless the associated variances are granted. Therefore, Staff recommends the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Neysa Borkert, Deputy County Attorney, made a clarification from the slide presented, that if the Board decides to approve the request, the slide shown are the conditions that Staff would suggest be associated with the approval. Those conditions can be found in the agenda packet on page 88 of the Development Order.

Mary Doty Solik, for the applicant, of Orlando, Florida, stated that she is legal counsel

for C4 Towers, who is the tower developer in this application. Tim O'Shaughnessy is the Principal of C4 Towers and is also in the auditorium tonight. Ms. Solik provided a background on the location using a map shown on the overhead screen, cited property owned by the City of Sanford, surrounded on the north and east and stated it is intended for utility uses. She further stated the area is already sort of an industrial use affecting this particular neighborhood. They pushed the tower location to the northeast corner of the property in order to move it as far away from the residents as possible. It is a 139 foot tower with a 4 foot lightning rod, which makes it a total height of 143 feet. Multiply that by 300%, and that gives the setback of 429 feet. They have FAA approval for a 155 foot tower, but if they did that they would increase the variance length on the four (4) properties to the east and southwest, which then they wouldn't meet the variance to the residential structure on this property. She advised her client to lower the height in order to minimize the variances; at least to not have to need one from the residential property (shown on the screen). It is a 70' by 70' leased area, 60' by 60' compound. The tower has a 38' fall zone radius, in the unlikely event of a tower failure. The access comes off of Kentucky Street and runs along the southern boundary of the property and to the eastern property line. This is an area that is zoned Agriculture with some residential structures in that location. There is an underlying High Intensity Airport Future Land Use, which means that this area will be in transition. The Agricultural zoning is really more like a holding pattern. An elevation drawing of the tower was provided, with three (3) co-locators at 139' feet made of steel, which is about the most that can go on the tower. There are only three (3) licensed carriers left in the marketplace, with a T-Mobile anchored tower. There will be space on the tower available for AT&T and Verizon as their needs and budgets allow. They anticipate that all three (3) carriers will end up on this pole. There will be an 8' opaque fence at the bottom, with landscaping around the compound, and they meet all of the performance criteria related to fencing, landscaping, property line, and setbacks. She read the SCLDC Section 30.6.7.3(b)(3), regarding separation distances that 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. She further stated that there are four (4) properties that have a residential structure on them that are within the applicable setback distance. These properties submitted notarized written approval consent forms for the project, however the Planning Manager refused to reduce the separations. She stated that only one of the four properties has a homestead exemption. The other properties are owned by investors, LLCs, or corporations, and not family homesteaded. She further stated that the Code requires the setback from the outer base of the tower to the property line on which the residential structure is located. Their engineer measured the actual distance from the base of the tower to the actual structure on each of the properties. Most of the properties are long and irregularly shaped properties and because of that there are different numbers that can be calculated. When Staff states that they don't support the variance because they don't meet the intent of the Code, the visual impact buffer to the structures, there are unique circumstances that demonstrates on three of the four properties that the distance between the tower and the structure exceeds the 429'. There really is buffering there and they have met the intent of the Code when it comes to the buffering and separation between the tower and the structure itself. None of these structures face the tower, rather they face Jesup or Kentucky. They would argue that they have met the intent of the Code and that there are unique circumstances

given the layout of the properties and locations of the homes that demonstrate they are meeting the setbacks. Also, every single one of the property owners have okayed the project and signed notarized written consent for the project. There are not many choices (for cell towers) in the area. They cannot provide service to the area and meet a setback anywhere else due to the dense residential nature of the area. Ms. Solik stated that they do meet the variance criteria and cited each condition and in summary have satisfied the intent of the Code along with the affected properties consent.

No one spoke in favor of this request.

The following persons *spoke in opposition* to this request:

1. Ravichandra Sathari, of Sanford, stated that they live just south of the proposed proje in River Run Preserve, which is a dense community. Their opposition includes Staff's detailed reasons provided, how it (adversely) affects the value of their property, and they don't want to see the tower from their property.

2. Raghu Kundurthi, of Sanford, lives southwest of this property. He stated that he come from a telecommunications background. The type of the wavelength provided by these providers is important and why none of the cities in the country would ever allow an urban area or close to an urban area that is densely populated, like this area, to be picked as a site for a cell tower. Also, all of the wireless providers are to have towers completely camouflaged and decorated with canopies. (*remainder of comments inaudible*)

Opposition to this request was received *in writing* from the following:

1. Kiran Kumar Sankaramanchi of Sanford
2. Ravichandra Sathari Mallikarjuna, of Sanford
3. Ravichandra Pasala, of Sanford
4. Ranpraddeep Nallain *(spelling illegible)*
5. Purna Naga Mallika Nagamothu, of Sanford
6. Bala Sankar, of Sanford
7. Praveen Kumar Nukala, of Sanford
8. Tanmeeya Seh *(name not legible*), of Sanford

Public comment was closed.

Mary Doty Solik, in her rebuttal, stated the following:

The cell tower generates very little traffic once it is constructed; one vehicle trip per quarter, per carrier to inspect the tower in a light duty vehicle. The High Intensity Airport Future Land use of that area will generate far more traffic in the future than the cell tower ever will. A dense area is what drives the need for the cell tower. These (towers) need to be where the people are for cell coverage available to the people who live there. She did some more measurements and the first row of homes south of Kentucky Street is over 650' away from the tower and therefore meets the residential separation requirement from the tower. That setback is the means for addressing visual impact,

which they far exceed from the residents to the south.

Tim O'Shaughnessy, for the applicant, of Orlando, FL, stated that there is a real coverage need in this area. He spent a long time looking for the right property for the cell tower. He is from Seminole County and went to school here. He cares about the people in this neighborhood. He spoke to the neighbors in the area and this is the best he could find for the tower property location to fill the need for the area.

Commissioner Richard Jerman asked Staff what the underlying land use is to the east of this property in Sanford.

Dagmarie Segarra, Deputy Development Services Director, responded that the Future Land Use for Sanford is Airport Industrial and Commerce. This property is also included in the small area study that the County did a few years ago, which was designated as a mixed use area.

Commissioner Jerman stated that there was approval from the four impacted property owners, and he is concerned that there is a demand for towers, however, he doesn't want to set a precedent. The distance provided by the applicant is quite a bit of a distance, but looking from the property line, which is what the Code says, it's approximately a 75% variance. He is worried about the precedent they set, as the need is big for more towers. He isn't quite sure what to do and would like the Board's input.

Vice Chairman Brandy Ioppolo stated she feels the same, and agrees with Mr. Jerman's comments. She tries to put herself in the situation whether she's a homeowner or a tenant, and she doesn't want to look at a tower, even though they are trying to make it look nicer.

Commissioner Dan Lopez commented that the purpose of a Special Exception is because the request doesn't meet the Code. In his opinion, as long as the people who are directly affected aren't opposed to it then the variance contributes to the community. The benefits outweigh the concerns for establishing a precedent. He supports the project.

Vice Chairman Ioppolo stated that she knows we need more cell towers with the growing population, but thinks there is another location for it.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds that the requested variances do not satisfy the applicable criteria of the Seminole County Land Development Code, as presented by Staff, and recommends denial of the requested variances. Because approval of the Special Exception is contingent upon approval of the variances, the Planning and Zoning Commission further recommends denial of the Special Exception.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Richard Jerman, to deny the Kentucky Street Special Exception. The motion passed by the following vote:

Aye: Commissioner Jerman, Commissioner Lawhun, and Commissioner Ioppolo

Nay: Commissioner Lopez

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

4. Isola Retail PD Major Amendment Rezone - Consider a Rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage in conjunction with Building 2 only, as shown on the Master Development Plan, within the Isola Retail PD, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd; (Z2026-04) (Robert Isola, Applicant) District4 - Lockhart (Annie Sillaway, Principal Planner)

   Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that the Applicant is requesting a rezone from PD (Planned Development) to PD (Planned Development) to allow outdoor storage exclusively to Building 2 within the Isola Retail PD. The subject property has an Industrial Future Land Use designation, which allows a maximum intensity of 0.65 Floor Area Ratio (F.A.R.). The intent of the Industrial Future Land Use designation is to provide appropriate locations for a variety of heavy commercial and industrial uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. On February 8, 2005, the Board of County Commissioners approved the Isola Retail PD, permitting C-3 (Heavy Commercial and Very Light Industrial) uses while prohibiting certain uses, including, but not limited to, marine sales and service, mechanical garages, and outdoor storage. The Applicant is requesting approval to include the use of outdoor storage on the developed site, limited to the southwest portion of the development and restricted to the tenant occupying Building 2. The proposed outdoor storage area will not impede or adversely affect on-site traffic circulation within the existing developed site with access coming off of Longwood Lake Mary Road. An existing dumpster enclosure is located within the proposed outdoor storage area and will remain in place. The Applicant has provided a letter of acceptance from Waste Pro confirming that the proposed additional fencing around the storage area is acceptable, provided that adequate access to the dumpster enclosure is maintained for service and collection operations to ensure uninterrupted service. Waste Pro has identified the conditions for continued service, which includes:

   1. the dumpster enclosure and surrounding storage area must maintain adequate maneuvering and access space for service vehicles during scheduled collection times;

   2. a gate combination, lock code, or other approved access methods must be provided for the exterior gate to allow drivers access to the dumpster enclosure for servicing, as necessary; and

   3. the proposed outdoor storage will not add any impervious area; therefore, the applicant is not required to modify the existing storm water pond.

The existing development meets the review criteria for the PD. The PD zoning is consistent with the Industrial Future Land Use and such that C-3, permitted within the Isola Retail PD, typically allows outdoor storage of parts, supplies, and materials within an enclosed or fenced area. The Applicant is exceeding the arbor requirements of the Code by proposing to install three (3) southern magnolia trees, each with a minimum three inch (3") caliper and a minimum height of ten feet (10'), around the outdoor storage area. Also, they will provide five (5) bicycle parking spaces near the front of the site to accommodate customers and employees who use bicycles for transportation. The Applicant meets Sec. 30.8.5.3 (d) (1-4) of the Planned Development Criteria. The proposed Planned Development zoning classification is compatible with the surrounding industrial development and is consistent with the allowable use and intensity provisions of the Industrial Future Land Use designation, that includes adequate buffering, an opaque fence, to provide visual screening from Longwood Lake Mary Rd and adjacent properties. Staff finds the requested PD zoning classification to be consistent with the Comprehensive Plan. The Applicant conducted a community meeting on April 27, 2026 with details of the community meeting provided in the Board's agenda package. The Isola Retail PD Major Amendment Rezone is proposed to be heard on August 11, 2026 by the Board of County Commissioners.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from PD (Planned Development) to PD (Planned Development) as per the following motion:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

John Frith, for the applicant, of Frith and Associates, is the engineer for the project. They concur with Staff's notes and approval. He and the owner, Bob Izollo, are available if there are any questions by the Board.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Addendum #1 to the Development Order and Master Development Plan, on approximately 3.25 acres, located on the west side of Longwood Lake Mary Rd, 300 feet north of Ronald Reagan Blvd.

Motion by Vice Chairman Ioppolo, seconded by Commissioner Dan Lopez, to approve the Isola Retail PD Major Amendment Rezone. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

5. Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone - Consider a Small Scale Future Land Use Map Amendment from Commercial to Industrial and a Rezone from PD (Planned Development) to PD (Planned Development) for a proposed 144,000 square foot commercial and industrial flex space warehouse development on approximately 17.23 acres, located on the south side of Orange Blvd, and approximately ½ mile east of Oregon St; (Z2026-06/02.26SS.01) (S. Brent Spain, Esquire, Applicant) District 5 - Herr (Annie Sillaway, Principal Planner)

Annie Sillaway, Principal Planner, presented this item as stated in the Staff report. She further stated that on November 15, 2005, the Board of County Commissioners approved a request for a Small Scale Future Land Use Amendment from Commercial to Industrial on approximately 9.9 acres, along with a Rezone from A-1 (Agriculture) to PD (Planned Development) on approximately 22.3 acres, known as the Orange Boulevard PD. The purpose of the request was to allow commercial uses permitted under the C-1 (Retail Commercial) and C-2 (General Commercial) zoning districts on Lots 1-4, and to allow industrial uses permitted under the C-3 (Heavy Commercial and Very Light Industrial), and M-1A (Very Light Industrial) zoning districts only on Lots 2 and 3. In 2024, Lot 1 was removed from the PD, reducing the acreage from 22.3 acres to 17.23 acres and was re-platted to combine Lots 2-4 into Lot 2. The purpose of this land use amendment and rezone is to allow those C-3 and M-1A uses throughout the entire PD on Lot 2 instead of restricting those uses to a designated area. The Applicant is retaining the original entitlements previously approved by the Board, including but not limited to: a maximum Floor Area Ratio (F.A.R.) of 0.65; a maximum building height of thirty-five (35) feet; and a building setback of one-hundred feet (100') for a two-story building, and a one-hundred fifty feet (150') setback for a three-story building along the west perimeter adjacent to the residential Bookertown neighborhood. The previously established prohibited uses also remains in effect, including mechanical garages, lumber yards, construction companies with outdoor storage, highway striping companies, paint and body shops, office showrooms without assembly or manufacturing, and service stations with gas pumps as an accessory use, and communication towers. The Applicant is also maintaining the existing twenty-five-foot (25') landscape buffer along the western portion of the site to preserve the established buffer. In addition to retaining these entitlements, the Applicant is proposing three (3) modifications to the PD:

1. Vacating the western seventy-foot (70') platted access, drainage, and utility easement to allow expansion of the proposed flex-space warehouse building, which would otherwise encroach into a portion of that easement; and

2. Amending the Future Land Use designation on the portion of land previously known as Lot 4 of the Orange Boulevard PD, from Commercial to Industrial and adding permitted uses consistent with the C-3 and M-1A zoning district; and1.

3. Increasing the west perimeter building setback from the previous fifty (50) feet to sixty (60) feet for a one-story building.

The Applicant is also requesting a parking reduction as follows:

Per the Seminole County Land Development Code

- Manufacturing Concerns and Warehouses: with one (1) space per two (2) employees, plus one (1) space for a company vehicle; and

- General Business/Retail/Office: The first 10,000 sq. ft. is four (4) spaces per 1,000 sq. ft. and above 10,000 sq. ft. are three (3) spaces per 1,000 sq. ft.

Per the Applicants proposal:

- For Warehouses: 0.5 spaces per 1,000 square feet
- For General Business/Retail/Office: 3 spaces per 1,000 square feet.

Due to the allowable mix of uses onsite, Staff does not support the parking reduction as proposed by the Applicant and recommends the following:

Staff proposes: a minimum parking ratio of two (2) parking spaces per 1,000 square feet. This recommendation reflects the wide range of permitted uses proposed within the Sanford Commerce PD. Because these uses vary in intensity, staff determined that a consistent minimum parking ratio of two (2) spaces per 1,000 square feet is appropriate and can be reasonably met by all permitted uses within the district.

Access to the subject site is proposed through Lot 1 to the north, which connects to Orange Blvd, an urban major collector road. Orange Blvd currently operates at a level of service A or B, depending on direction and time of day, and has programmed improvements in the County's five year Capital Improvements Program. The developer will be required to construct a sidewalk extending to the north boundary line of the subject site, allow the future developer of Lot 1 (adjacent to the north) to complete the remaining sidewalk segment and connect it to the existing sidewalk along Orange Blvd. The Applicant has met the PD Review criteria for the requested Small Scale Future Land Use Map Amendment and PD Major Amendment, allowing C-3 and M-1A uses consistent with the Seminole County Comprehensive Plan. Although residential uses lie to the west, the north and east are established with industrial development, reflecting the area’s broader pattern of Heavy Commercial and Industrial uses. The PD sets limits on F.A.R., uses, setbacks, buffers, and height, and the Applicant provides added benefits including CPTED features, an innovative flex-space warehouse supporting economic development, and a substantial west-side buffer adjacent to the neighborhood. The project meets the Arbor Code requirements and adds internal pedestrian and bicycle connections to Orange Blvd. The subject property does not

have existing trees on site; however, the developer proposes to plant a substantial buffer along the west perimeter of the development adjacent to the existing residential neighborhood. As an infill project, the proposed development is consistent with the Central Florida Regional Growth Vision. It also supports Policy TRA 2.4.3, which promotes infill development to maximize the efficient use of the existing transportation network within urban areas. Additionally, the project is consistent with Policy FLU 5.4.6, which encourages employment and industrial uses adjacent to residential areas, provided compatibility is maintained. To ensure compatibility with the adjacent Bookertown neighborhood, the Applicant will provide a 25-foot landscape buffer and an increased building setback of at least 60 feet along the western portion of the site. Staff finds the proposed Industrial Future Land Use designation and PD zoning classification consistent with the Comprehensive Plan. The Applicant had a community meeting on May 14, 2026 and the details have been included in the Board's agenda package. This item is scheduled to be heard at the August 11, 2026 Board of County Commissioner's meeting.

Staff requests the Planning and Zoning Commission recommend the Board of County Commissioners adopt an Ordinance enacting a Small Scale Future Land Use Map Amendment and concurrent Rezoning Ordinance per the following two motions:

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Comprehensive Plan and recommends the Board of County Commissioners adopt the Ordinance enacting a Small Scale Future Land Use Map Amendment from Commercial to Industrial.

Based on Staff's findings and the testimony and evidence received at the hearing, the Planning and Zoning Commission finds the request meets the identified portions of the Seminole County Land Development Code and recommends the Board of County Commissioners adopt the Ordinance enacting a rezone from PD (Planned Development) to PD (Planned Development), and approve the associated Development Order and Master Development Plan on approximately 17.23 acres, located on the south side of Orange Blvd, approximately ½ mile east of Oregon St.

Drew Thigpen, for the applicant, with Pelican Industrial, in Charlotte, NC, presented this item. He is one of four owners and founders of Pelican Industrial. This is a $30M total cost to deliver from project design through occupancy. They estimate it will generate $250K annually in new tax revenue. They are committed to deliver this project in a single phase in under one year. This is a job creating product for Seminole County. Their company focuses on a hybrid project called shallow bay, light industrial, commercial service, or flex space; which this project straddles shallow bay/warehouse and single story suburban office. Mr. Thigpen continued with his presentation on the appearance of the buildings, and showed the exhibits and slide presentation on the overhead. He stated that they build all of their projects without knowing who will lease. The outward facing exterior will be an office appearance, along Orange Boulevard and I-4. The adjacent Bookertown neighborhood will not be able to view the loading activities, as they oriented the buildings perpendicular to the neighborhood, with a 25' landscape buffer and 10' screening walls between them. The four (4) storm water

ponds have already been constructed and approved by St. Johns River Water Management District (SJRWMD), which they tie into. They are a three lot site with two (2) of the lots allowing for C-3 and M-1A uses, with their desire to make one comprehensive plot that has all of these shared uses. They will work within their site plan layout to increase the minimum current 50' building setback to the west, up to 60', by adding an additional 10' buffer away from the neighborhood. One item they weren't able to get consensus on with Staff was the parking. Staff requested they provide two spaces per 1,000 square feet. They think what they've provided is already significantly over-parked for their proposed tenants, which they weren't able to accommodate, which is 280+ required spaces. Their tenants typically have 75% of the space as warehouse with 25% office. Their traffic engineer analyzed this site and determined the required parking is 167 spaces compared with the 161 spaces calculated. They are confident they will have more than enough parking. They request the Board's support for the parking reduction. They are just shy of the 144,000 sf, which is142,800 sf. In summary, they are focusing on supporting local service space tenants by investing $30M to create $250k per year in tax revenue for the County.

No one from the audience spoke in favor or in opposition to this request. Public comment was closed.

Vice Chairman Brandy Ioppolo asked Staff about the minimum parking requirements of two (2) spaces, as it doesn't mention in the request about the change of the parking spaces. Neysa Borkert, Deputy County Attorney, responded that Staff is putting forth their motion, which is based on the Development Order containing what the Code requires for parking, which is two (2) spaces per 1,000'. If the Board wants to approve this item, but instead chooses to use the applicant's methodology for parking, than the Board would need to be include that language into the motion. Otherwise, it would remain per Staff's request with the two (2) parking spaces per 1,000 sf, as presented by Staff.

Commissioner Richard Jerman asked Staff if they looked at their other projects with how many parking spaces they've used in similar flex space projects and Staff responded they did not. Mr. Jerman commented that what the applicant proposed could be more than adequate based on their experience in flex space use in other locales. Deputy Development Services Director, Dagmarie Segarra, responded that we did not specifically look at their projects, but based on previous experience and data when development in a flex space combines uses from C-1 to Industrial, they find that market driven retail uses, such as daycares, gyms, and churches, is what we see in this area. Staff's concerns are that if those types of C-1 uses are also allowed in this PD, there could be a problem with parking. Mr. Jerman stated that if there aren't enough parking spaces then people won't lease the space. He asked if any suggestions were made by Staff to the applicant on how they could provide the additional parking spaces on the site plan. Ms. Segarra responded that their recommendation is for the ratio proposed and Staff did not agree with what the applicant proposed. She further stated that it is hard to determine and agrees that there typically is 25% office space on this type of development, with mostly the C-1 uses being general retail, of which could have a greater impact, or 10-20% of the total square footage of the development. The middle ground arrived at was based on what

the Code requires and what the applicant proposes. The office space in the applicant's experience is 25% office and 75% industrial.

Mr. Thigpen stated that everything Dagmarie stated is totally correct. One thing that is unique about their product, especially from a parking standpoint, is if a church comes to the site, that could change the 75% warehouse and 25% office to be the opposite. Their need for the rear-loading space, which is 170' between buildings, would then be eliminated and strip the "rear-loading" space if additional parking was needed. They rarely have to do it, but it is a significant amount of paved, readily available parking that they can grab and use if needed. The 0.5 F.A.R. that was mentioned, they are 0.2 F.A.R., so the only way to make more parking work is to add more square footage. Their proposal is the least impactful way that they can make this project work.

Commissioner Dan Lopez asked if they do have a tenant who needs to add more parking, what is their estimate on the number they could add on any of the overflow loading areas. Mr. Thigpen responded approximately eight (8) in the loading area, which would be 130 additional parking spaces, with no parking in an interior spine road, maxed out between buildings two and three, that would be another 50 parking spaces. They are heavily focused on this being a warehouse heavy product. What they don't want to see is the creep of starting with 20% office and then 30%, then 100% office, which no one in the real estate world wants right now. Mr. Lopez stated that 10-15 years down the line, the future tenants may change. There is a significant different with over a 100 parking spots between what the Code states and their proposal.

Vice Chairman Ioppolo stated that she agreed and they don't know the mix of office versus industrial uses right now. If they have the opportunity to make additional parking spaces, why don't they stripe it now so it isn't an issue. Mr. Thigpen responded that they expect loading operations there, and not parking. He offered to add a project-wide office use "cannot exceed a 50% cap", then if the world changes with another use, the established cap will be there. They could also put together a proposed striping plan to meet the threshold.

Chairman Carissa Lawhun stated that she heard the concern for parking to be more related to C-1 uses. Dagmarie Segarra responded that was correct and the C-1 uses are already entitled from the existing PD. It was their recommendation to limit the retail uses.

Mr. Thigpen stated when they say office, he is focusing on the actual build-out, or the footprint of office, so if 50% of the space was office with cubicles, bathrooms, and a kitchen for C-1 or C-2, that is the amount of space that they will need for parking and what they've seen happen in other places. As mentioned, with a cap on the actual amount of office space, since that's largely what dictates the parking need.

Commissioner Jerman stated that he thinks Staff was a little heavy handed on what they asked for, but at the same time, he thinks the applicant is a little light. He further asked the applicant if they could commit to a minimum of 200 spaces. Mr. Thigpen responded that if they would stripe them in a proposed loading court stripe plan, he would be okay with that. They can't accommodate anything more from a dedicated

parking only standpoint. They could show it from an overflow parking standpoint, and which are totally accessible for pedestrian access in the building's rear. Some people have made these buildings entirely office and they'll take out the rear load door and put in windows, so it's totally doable. There are a lot of overhead power lines that bracket this site and limited with how it can be laid out. They can do a proposed augmented parking plan that shows where they can stripe the loading to get to a higher number of parking spaces.

Further discussion ensued regarding the parking plan.

Dagmarie Segarra proposed a recommendation for the Board, providing the applicant agrees, to make a motion to approve the project as proposed to include that Staff will continue to work with the applicant to determine the uses and maybe limiting more of the uses from the retail side, in order to find a happy medium to be completed by and before the BCC hearing. The applicant responded that they would support that option.

Motion by Commissioner Dan Lopez, seconded by Vice Chairman Brandy Ioppolo, to approve the Sanford Commerce Center Small Scale Future Land Use Map Amendment and PD Major Amendment Rezone, with the condition that Staff and the applicant will continue working together to determine the appropriate number of parking spaces, per Staff's recommendation. The motion passed unanimously, 4-0.

Aye: Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Ioppolo

Absent: Commissioner Smith, Commissioner Lorenz, and Commissioner Aguirre

CLOSING BUSINESS

Director's Report

Development Services Director's Report - Dagmarie Segarra stated the Land Development Code update will be heard for the second reading by the Board of County Commissioners on July 14, 2026. Staff will move to the next round of amendments for the Comprehensive Plan and Legislative updates.

Board Comments

Commissioner Richard Jerman stated that he is a little upset with the Mission BBQ project that Staff didn't reach out to the two affected parties, which are the two schools. He thinks Staff should do that before the BCC hearing. Ms. Segarra responded that they weren't notified because they aren't within the buffer. Neysa Borkert stated that the mailing notification isn't the only notification as the property is also posted.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:40 PM.