



SEMINOLE COUNTY, FLORIDA
Board of County Commissioners
Meeting Agenda

Tuesday, January 10, 2023

9:00 AM

BCC Chambers

Please silence all cell phones/electronic devices

Call to Order

Invocation

Pledge of Allegiance

AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Resolution - Recognizing Dr. Daniel Holsenbeck (**Dr. Joyce Clampitt**)
Attachments: [RESOLUTION OF Dr. Dan Holsenbeck.pdf](#)
2. Proclamation - Proclaiming the Week of January 9 - 15, 2023 as Clan MacDuff Week in Seminole County. (**Chuck McGrew, President, Scottish American Society**)
Attachments: [2023 MacDuff Proclamation Scottish Highland Week.pdf](#)
3. Presentation - Bike/Walk Central Florida Annual Update (**Emily Hanna, Executive Director, Bike/Walk Central Florida**)
Attachments: [Presentation](#)
[Annual Report](#)
4. Presentation - County Manager Recruitment Update (**Renee, Narloch, Narloch and Associates**)

CONSENT AGENDA – PUBLIC PARTICIPATION

Pursuant to Florida law, the public has a right to be heard on all propositions, except when the Board of County Commissioners is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be three (3) minutes for individuals and six (6) minutes for group representatives. The right to be heard during quasi-judicial hearings is governed by Florida law. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting. Proper decorum will be observed.

In accordance with the Operating Policies & Procedures of the Seminole County Board of County Commissioners Section 2.175, Public Participation Before the Board, comments shall be limited to the subject being considered by the Board. All public comments shall avoid personal attaches, abusive language and redundancy. Disrespectful, rude, irrelevant or slanderous remarks or disruptive behavior may subject the individual to removal from the Board Chambers. The Chairman may curtail repetitious comments.

County Manager's Consent Agenda (Items No. 5 - 23)**County Manager's Office**

5. Approve and authorize the Chairman to execute the Memorandum of Agreement with Meals on Wheels Etc. for Disaster/Emergency Food Services - Countywide (**Alan Harris, Chief Administrator Emergency Management**)
County Manager Office - Emergency Management
Attachments: [Meals on Wheels MOU.pdf](#)
[2022 Pricing Sheet.pdf](#)

Community Services

6. Approve and authorize the Chairman to execute the Recovery Connections of Central Florida for ARPA Funding Agreement in the amount of \$750,000 to provide recovery focused mental health and substance use disorder services. Countywide (**Allison Thall, Community Services Director**)
Community Services - Business Office
Attachments: [Recovery Connection of Central Florida - ARPA Funding.pdf](#)

-
7. Adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department. Countywide (**Allison Thall, Community Services Director**)
Community Services - Business Office
Attachments: [2023 Fee Resolution for 20.26 draft Dec20\(22\).pdf](#)
 8. Approve and authorize the Chairman to execute the Aspire Health Partners Homelessness Partnership Agreement in the amount \$154,970 to continue providing outreach, engagement and assessments while maintaining housing stability case management services for the Seminole County chronically homeless population. Countywide (**Carrie Longworth, Community Assistance, Division Manager**)
Community Services - Community Assistance
Attachments: [Aspire Homelessness Partnership Agreement FY2022-23.pdf](#)
 9. Approve substantial amendments to the 2020-2024 Consolidated Plan and the FY 2022/2023 Annual Action Plan, authorize Chairman to execute all corresponding documents and signature pages, Standard Form-SF424 and SF-424D, all certification pages, Subrecipient Agreements, and subsequent Grant Agreements with HUD, and authorize Community Services Department staff to submit amendments to HUD for approval. Countywide (**Carrie Longworth, Community Assistance Division Manager**)
Community Services - Community Assistance
Attachments: [ESG Certifications & SF424 forms.pdf](#)
 10. Approve the Chairman to execute the Resolution authorizing the conveyance of county properties for the construction of affordable housing in Seminole County and execute the Donation Agreement with Habitat for Humanity of Seminole County and Greater Apopka, and subsequent Donation Agreements upon agency execution. District5 - Herr, District2- Zembower (**Stacey Smithwick, Community Development, Division Manager**)
Community Services - Community Development
Attachments: [Resolution & Habitat Donation Agreement.pdf](#)

11. Approve and authorize the Chairman to execute the Affordable Housing Development Agreement between Seminole County and Florida Superior Properties Economic Community Services (Florida S.P.E.C.S) relating to American Rescue Plan Act (ARPA) funding and subsequent funding agreements. District5- Herr (**Stacey Smithwick, Community Development, Division Manager**)
Community Services - Community Development
Attachments: [ARPA - Affordable Housing Development Agreement - Florida SPECS \(Lot 35\) w exhibits.pdf](#)

Development Services

12. Approve the plat for the Cadence Park Two Subdivision containing eighty-eight (88) lots on 27.05 acres zoned Planned Development, located approximately 1,700 feet south of the intersection of N Ronald Reagan Boulevard and Redpine Way; (Allen & Company, Applicant) District2 - Zembower (**Joy Giles, Project Manager**)
Development Services - Planning and Development
Attachments: [MAP](#)
[PLAT](#)

Environmental Services

13. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Conex Recycling Corporation effective from October 1, 2022 through September 30, 2023. Countywide (**Oliver Bond, Solid Waste Division Manager**)

Environmental Services - Solid Waste Management

Attachments: [Conex Recycling Corp 2022-2023..pdf](#)

Leisure Services

14. Approve and authorize the Chairman to execute the Agreement for Services between Seminole County and the Fred R. Wilson Memorial Law Library. Countywide (**Christine Patten, Library Services Division Manager**)

Leisure Services - Library Services

Attachments: [Law Library Agreement.pdf](#)

Public Works

15. Approve and authorize the Chairman to execute the Second Amendment to Seminole County and Bike/Walk Central Florida, Inc. Grant Agreement for Fiscal Year 2022-2023. Countywide (**Bill Wharton, Project Manager**)

Public Works - Engineering

Attachments: [Agreement Amendment](#)
[BikeWalk FY 2022 Annual Report.pdf](#)

16. Approve and adopt a resolution authorizing the Chairman to execute a Subordination of County Drainage or Utility Interests conveying property (Parcel Nos. 104.3, 105.2, 110.5, 112.3, 115.2, 117.3, 120.3, 121.3, 122.3, 132.3, 123.2, 125.2, 133.3, 134.3) for the State Road 400 (I-4) Improvement Project. FDOT FP#242592-4. District4 - Lockhart (**Jean Jreij, Public Works Director**)

Public Works - Engineering

Attachments: [Resolution Subordination of County Utility Interests SR 400 Parcel multiple parcels.pdf](#)
[242592 4 104.3 Subordination of Utility Interest .pdf](#)
[242592 4 105.2 Subordination of Utility Interest.pdf](#)
[242592 4 110.5 Subordination of Drainage Interest.pdf](#)
[242592 4 112.3, 132.3 Subordination of Utility Interest.pdf](#)
[242592 4 115.2 Subordination of Utility Interest.pdf](#)
[242592 4 117.3 Subordination of Utility Interest.pdf](#)
[242592 4 120.3 Subordination of Utility Interest.pdf](#)
[242592 4 121.3 Subordination of Utility Interest.pdf](#)
[242592 4 122.3 Subordination of Utility Interest.pdf](#)
[242592 4 123.2 Subordination of Utility Interest.pdf](#)
[242592 4 125.2 Subordination of Utility Interest.pdf](#)
[242592 4 133.3 Subordination of Utility Interest.pdf](#)
[242592 4 134.3 Subordination of Utility Interest.pdf](#)
[Location Map FDOT 104.3.mxd.pdf](#)
[Location Map FDOT 105.2.mxd.pdf](#)
[Location Map FDOT 110.5.pdf](#)
[Location Map FDOT 112.3 132.3.pdf](#)
[Location Map FDOT 115.2.pdf](#)
[Location Map FDOT 117.3.pdf](#)
[Location Map FDOT 120.3.pdf](#)
[Location Map FDOT 121.3.pdf](#)
[Location Map FDOT 122.3.pdf](#)
[Location Map FDOT 123.2.pdf](#)
[Location Map FDOT 125.2.pdf](#)
[Location Map FDOT 133.3.pdf](#)
[Location Map FDOT 134.3.pdf](#)

17. Approve and authorize the Chairman to execute the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Easement Renewal Number 00309 (4175-59) for the County Road 419 bridge over the Econlockhatchee River. District1 - Dallari and District2 - Zembower (**Jean Jreij, Public Works Director**)
Public Works - Engineering
Attachments: [Submerged Lands Easement Agreement](#)
[Location Map TIITF Submerged Land Easement.pdf](#)
18. Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel Nos. 126/826 for acquisition of property interests needed for the Orange Boulevard Improvement Project (5,796 ± SF & 1,681 ± SF respectively) between Judith Ann Weyers, f/k/a Judith Ann Biesboer and Seminole County for \$180,000.00, as full settlement of all other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij, Public Works Director**)
Public Works - Engineering
Attachments: [Parcel 126-826 \(Weyers\) Purchase Agreement \(2022-12-20\) Executed.pdf](#)
[Orange Blvd Location Map](#)

Resource Management

19. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-015 in the Emergency Shelter Grant Fund to recognize the grant budget from the U.S. Housing and Urban Development (HUD) Rapid Unsheltered Survivor Housing award in the ESG Program (RUSH) in the amount of \$386,784 for grant assistance to address the needs of homeless individuals or families impacted by Hurricane Ian. Countywide (**Timothy Jecks, Deputy CFO/Budget Division Manager**)
Requesting Department: Community Services
Resource Management - Budget
Attachments: [BAR #23-015 ESG RUSH.pdf](#)
[RUSH ESG-DR Award Letter - Seminole County \(002\).pdf](#)

20. Approve and authorize the Interim County Manager to execute an amendment to the Ernst & Young Consulting and Management Agreement to extend the term and revise the scope of services for an amount not to exceed \$13,500 to allow County Staff to access reporting and audit data in the portal through September 30, 2023. Countywide (**Timothy Jecks, Deputy CFO/Budget Division Manager**)
Resource Management - Budget
Attachments: [E&Y AMENDMENT # 1.pdf](#)
[Item Details](#)
[Agenda Memorandum](#)
21. Award RFP-604405-22/LNF - Term Contract for Property Acquisition to Edwin R. Barfield, LLC, Orlando, in the estimated annual amount of \$800,000.00 and authorize Purchasing and Contracts Division to execute the agreement. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - Public Works/Engineering.
Resource Management - Purchasing and Contracts
Attachments: [Recommendation](#)
[Evaluation Results](#)
[Agreement](#)
22. Approve Interlocal Cost Share Agreement between Seminole and Volusia County and award RFQ-604417-22/TLR - Paola Tower Modification to Kirms Communications LLC, Lake Park in the amount of \$93,150, and authorize the Chairman to execute the Interlocal Agreement and; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-018 in the General Fund to appropriate funding in the amount of \$95,000 and; authorize the Purchasing and Contracts Division to issue the Purchase Order. District 5- Herr (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - Emergency Management/Telecommunications
Resource Management - Purchasing and Contracts
Attachments: [Tab-604417-22 Recommendation.pdf](#)
[Signed Consensus.pdf](#)
[Interlocal Cost Share Agreement - Volusia County Dec7\(22\).pdf](#)
[BAR 23-018 - VOLUSIA COUNTY INTERLOCAL.pdf](#)

23. Award IFB-604457-22/TKH Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection to Fire-Dex GW LLC, Hudson, FL, for an estimated annual amount of \$117,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Diane Reed, Purchasing and Contracts Manager)**. Requesting Department/Division: Fire Department/Fire/EMS Operations. Resource Management - Purchasing and Contracts

Attachments: [Bid Tabulation](#)
[Evaluation Tabulation](#)
[Draft Agreement](#)

Constitutional Officers – Consent Agenda

24. Expenditure Approval Lists dated November 22, 29, and December 13, 2022; Payroll Approval Lists dated November 23 and December 8, 2022; and the BCC Official Minutes dated October 25 and November 15, 2022. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)**
Clerk of Court

Attachments: [01-10-2023 Clerk & Comptroller's Report](#)
[11-22-2022 EAL](#)
[11-29-2022 EAL](#)
[12-13-2022 EAL](#)
[11-23-2022 PAL](#)
[12-08-2022 PAL](#)

COUNTY MANAGER AND STAFF BRIEFINGS

25. Presentation - Legislative Priorities 2023 (**Tricia Johnson, Deputy County Manager**)

County Manager Office - Business Office

Attachments: [Back up to follow under separate cover.pdf](#)

26. Land Development Code Update - Staff briefing to re-review specific topics for proposed amendments to the Land Development Code as well as provide a full copy of the proposed amendments for the Board's review and comment. (**Rebecca Hammock, Development Services Director**)

Development Services - Planning and Development

Attachments: [LDC Staff Briefing Power Point 1.10.23](#)

[Commercial Kennels Research](#)

[Discussion Items](#)

[LDC Complete DRAFT 1.10.23](#)

[FLU Element Text Amendments for LDC 12-23-22.pdf](#)

COUNTY ATTORNEY BRIEFING

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

Public Hearing Agenda

ACCEPT PROOFS OF PUBLICATION

PUBLIC HEARINGS - LEGISLATIVE

27. **Omega Vision Investments Rezone** - Consider a Rezone from RP (Residential Professional) to RP (Residential Professional) for a medical office on approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive; (Z2022-32) (Christopher Pearson, Applicant) District3 - Constantine (**Tyler Reed, Project Manager**) Development Services - Planning and Development

Attachments: [Location Map](#)
[FLU Zoning Map](#)
[Aerial Map](#)
[Rezone Ordinance](#)
[Development Order](#)
[Community meeting](#)
[Development Order Denial](#)
[P&Z Minutes](#)

COUNTY ATTORNEY'S REPORT

COUNTY MANAGER'S REPORT

DISTRICT COMMISSIONER REPORTS 5, 1, 2, 3 and 4; Chairman's

FUTURE AGENDA ITEMS - None Requested

PUBLIC COMMENT (Items not Related to the Agenda)

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: 2022-7489

Title:

Resolution - Recognizing Dr. Daniel Holsenbeck (**Dr. Joyce Clampitt**)

**RESOLUTION OF
THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
HONORING DR. DANIEL HOLSENBECK**

WHEREAS, upon the death of Dr. Daniel Holsenbeck on December 5th, 2022, the Seminole County community and the University of Central Florida lost a valued member and great leader; and

WHEREAS, the Seminole County Board of County Commissioners wish to acknowledge Dr. Holsenbeck's significant contributions and lasting impact on Seminole County, the University of Central Florida, and the Central Florida community; and

WHEREAS, Dr. Holsenbeck served the University of Central Florida for 35 years as a senior leader, advisor, strategist, and most recently as an instructor in the Nicholson School of Communication and Media; and

WHEREAS, with his sage experience in Florida's higher education and keen knowledge of government relations, he was instrumental in the growth and development of UCF and its reputation; and

WHEREAS, Dr. Holsenbeck helped secure state funding for the University, its College of Medicine, the UCF Downtown complex, and also brought innovative approaches to funding the on-campus football stadium; and

WHEREAS, Dr. Holsenbeck helped grow the region's renowned modeling and simulation industry as well as UCF's partnership with the U.S. military; and having mentored students and elected officials alike, Dr. Holsenbeck established the prestigious UCF Legislative Scholars program; and

WHEREAS, Dr. Holsenbeck, a man of deep faith and sense of purpose who sought to improve the quality of life in our community through personal service, generously volunteered his time with many worthy nonprofit organizations such as Kids House of Seminole County.

NOW, THEREFORE, BE IT RESOLVED that the Seminole County Board of County Commissioners hereby honors the lifetime service of Dr. Daniel Holsenbeck for his distinguished contributions to the University of Central Florida and Seminole County.

ADOPTED this 10th day of January 2023



Amy Lockhart, 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: 2022-7487

Title:

Proclamation - Proclaiming the Week of January 9 - 15, 2023 as Clan MacDuff Week in Seminole County. **(Chuck McGrew, President, Scottish American Society)**

**PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING JANUARY 9 – JANUARY 15, 2023, AS
CLAN MACDUFF WEEK IN SEMINOLE COUNTY**

WHEREAS, the Central Florida Scottish Highland Games, held in the City of Winter Springs in Seminole County, Florida, during the third weekend of January is a celebration of Scottish culture; and

WHEREAS, the Central Florida Scottish Highland Games is the largest Games in the Southeastern United States; and

WHEREAS, the Central Florida Scottish Highland Games attracts attendees from Florida, the United States and around the world; and

WHEREAS, attendees bring significant economic impact to the hospitality industry while visiting Seminole County, and said economic impact results in significant tax revenue to Seminole County; and

WHEREAS, the Honored Clan for the 2023 Central Florida Scottish Highland Games is Clan MacDuff.

NOW, THEREFORE, BE IT PROCLAIMED that the Seminole County Board of County Commissioners does hereby designate January 9 – January 15, 2023 in Seminole County to be Clan MacDuff Week.

ADOPTED this Tuesday, January 10, 2023



Amy Lockhart, 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: 2022-7250

Title:

Presentation - Bike/Walk Central Florida Annual Update (Emily Hanna, Executive Director, Bike/Walk Central Florida)



Best Foot Forward for pedestrian safety

Seminole County Best Foot Forward Year-End Update

October 1, 2021 - September 30, 2022

Presented by:

Emily Hanna
Executive Director
Bike/Walk Central Florida



PROGRESS IN THE NUMBERS

October 2021 – September 2022



ENGINEERING & EVALUATION



10
Crosswalks
Monitored

48
Collections
Completed

4
Projects
Supported

COUNTY-SCOPED EDUCATION



15
Events &
Presentations

2,816
People
Reached

3,883
Resources
Distributed

HIGH-VISIBILITY ENFORCEMENT



4
Regional
Enforcements

7
Crosswalk
Details

100
Warnings &
Citations

YEAR IN REVIEW

BFF Program Highlights



October 2021: New Signage at International Dr. Crosswalk

Before



After



YEAR IN REVIEW

BFF Program Highlights



April 2022: Inaugural Best Foot Forward Summit



YEAR IN REVIEW

BFF Program Highlights



September 2022: Snow Hill Rd. & Jacobs Trail Striping Updates

Before



After

YEAR IN REVIEW

BFF Program Highlights



Ongoing: Carillon Park HOA Pedestrian Safety Concerns



YEAR IN REVIEW

BFF Program Highlights



Ongoing: Eagle Circle Pedestrian Safety Improvements

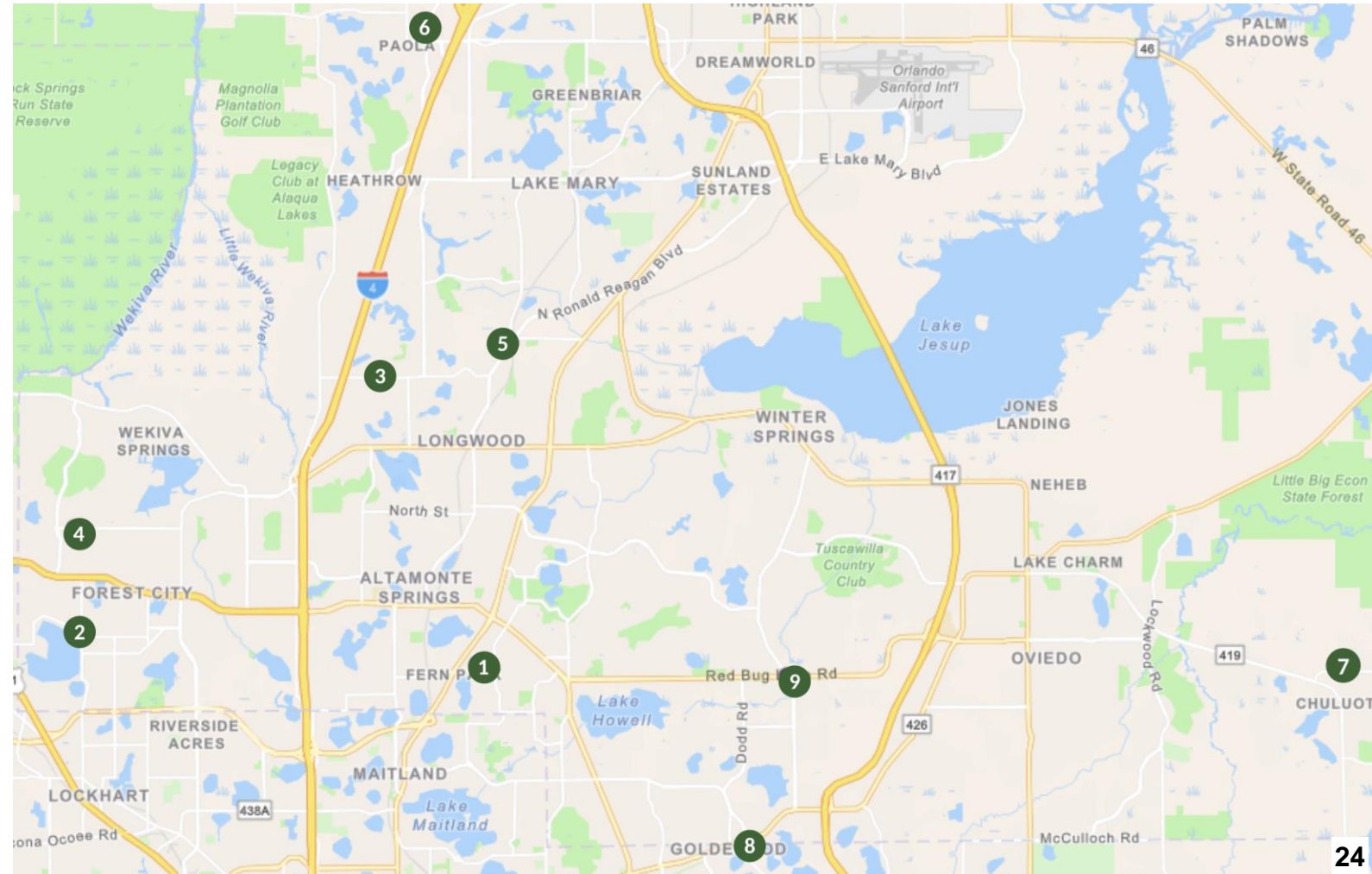


YEAR IN REVIEW

BFF Crosswalks Monitored



1. Lake of the Woods Blvd. & N. Carolwood Blvd.
2. Bear Lake Rd. & McNeil Rd.
3. E.E. Williamson Rd. at Seminole Wekiva Trail Crossing
4. Sand Lake Rd & Forest Park Cir.
5. N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.
6. International Parkway at the Westin Hotel
7. Snow Hill Rd. & Jacobs Trail
8. SR 426 (Aloma) & Howell Branch Rd.
9. Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane
10. N. Hunt Club Blvd. at Wekiva Neighborhood Trail



OPERATION BEST FOOT FORWARD

High-Visibility Enforcement Operation



- ✓ 4 Enforcements
- ✓ 7 Details
- ✓ 100 Warnings and Citations
- ✓ 194 Media Placements
- ✓ 4.1M Est. Media Impressions
- ✓ \$368.2K Est. Earned Media Value



COMMUNITY OUTREACH

Education through events and presentations



15

Events & Presentations



2,816

People Reached



3,883

Resources Distributed

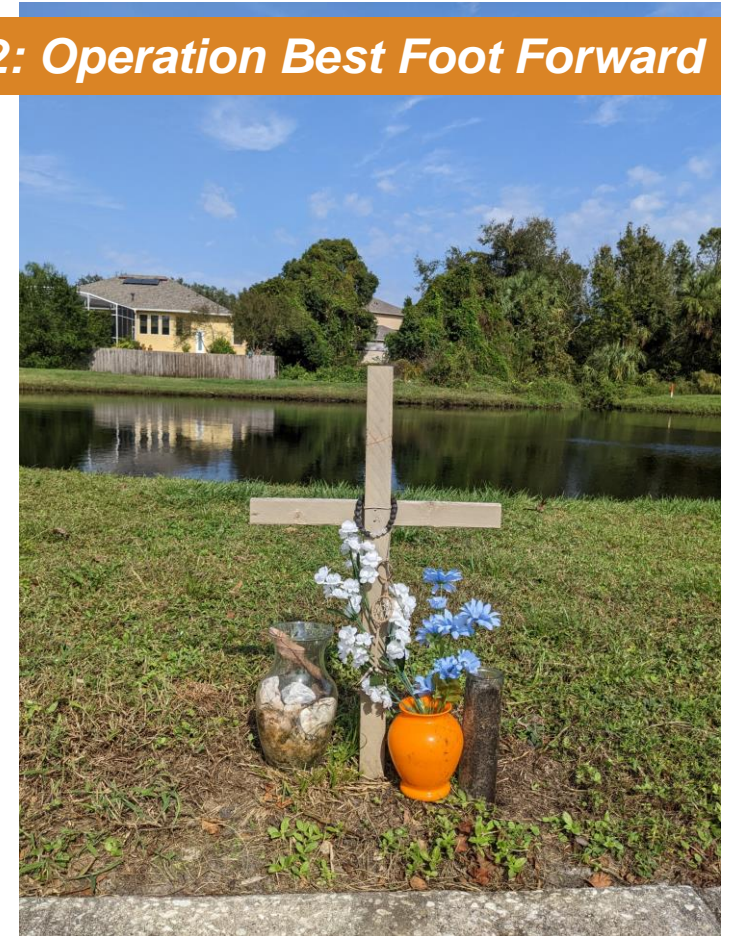
THIS YEAR'S BFF PROGRAM

FY 22-23: Oct. 1, 2022 – Sep. 30, 2023



- 4 Enforcements Planned
- 10 Crosswalks Monitored
- 12 Events/Presentations

November 2022: Operation Best Foot Forward



ADDITIONAL SUPPORT

From Bike/Walk Central Florida



Trail Crossing Safety Study Support

Leisure Services Department worked with a consultant to review all of the county's trail crossings and provide trail crossing standards to be used throughout the county. Bike/Walk Central Florida provided critical feedback to the draft plan and worked with the consultant and Leisure Services to refine recommendations and provide alternative solutions to issues at specific trail crossings.

Midblock Crossing Analysis

Bike/Walk Central Florida is working with the Public Works Department to create standards for midblock crossings throughout the county and identify opportunities to add additional safety countermeasures that further remind motorists to stop and let people cross the road.



**Thank you for supporting
Bike/Walk Central Florida!**

**We truly appreciate being a part of Seminole
County's efforts to make the county a
great place to walk, ride and roll!**



Best Foot Forward
for pedestrian safety

Best Foot Forward Annual Progress Report

FY 21-22

October 1, 2021 – September 30, 2022



FY 21-22 AT A GLANCE

September 2021 – October 2022

ENGINEERING & EVALUATION



10

Crosswalks
Monitored

48

Collections
Completed

4

Projects
Supported

EDUCATION



15

Events &
Presentations

2,816

People
Reached

3,883

Resources
Distributed

HIGH-VISIBILITY ENFORCEMENT



4

Regional
Enforcements

7

Crosswalk
Details

100

Warnings &
Citations

YEAR IN REVIEW

Program Highlights

October 2021: New Signage at International Drive Crosswalk

Larger push button signage was installed at the International Parkway and Westin Hotel crossing in October 2021.

Before



After



April 6, 2022: Inaugural BFF Summit

In April, BFF hosted its first-ever "Best Foot Forward Summit," a regional Steering Committee Meeting bringing together partners from all three counties to receive updates, celebrate progress, and collaborate on the work needed to continue moving the needle.



YEAR IN REVIEW

Program Highlights

Ongoing: Carillon Park HOA Pedestrian Safety Concerns

Bike/Walk Central Florida Executive Director Emily Hanna provided input about concerns raised in the Carillon Park neighborhood. Support included site visits, meetings with HOA members and Seminole officials and staff, and community members.



Ongoing: Eagle Circle Pedestrian Safety Improvements

In response to a recent pedestrian fatality in the area, Seminole County Commissioner Dallari and county staff have teamed up with concerned community members and other local stakeholders to discuss safety improvements in the Eagle Cir. area. Emily also participated in these efforts, joining meetings, reviewing plans, and sharing feedback about proposed updates.



YEAR IN REVIEW

Program Highlights

September 2022: New Striping at Snow Hill Rd. & Jacobs Trail

Bike/Walk Central Florida Executive Director Emily Hanna provided input about concerns raised in the Carillon Park neighborhood. Support included site visits, meetings with HOA members and Seminole officials and staff, and community members.

Before



After



YEAR IN REVIEW

Evaluation – Tracking Driver & Pedestrian Behaviors at Crosswalks

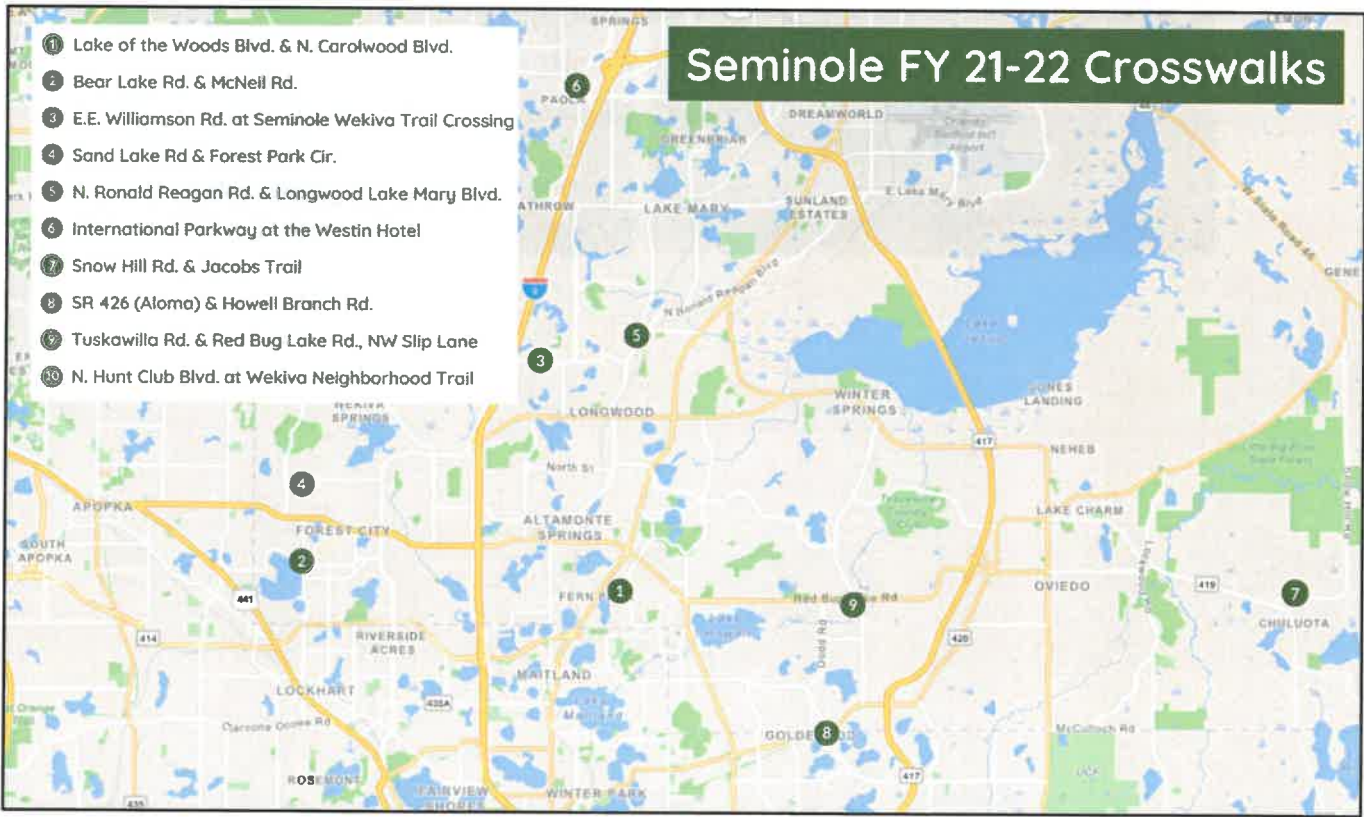
37%

Avg. yield rate of
crosswalks \leq 35

46%

Avg. yield rate of
crosswalks \geq 40

The \geq 40 average is brought up by the International Dr. location, which averaged 79% for FY 21-22. The overall \geq 40 DYR average **without this crosswalk** would be 35%.



Full crosswalk details and notes can be found at the end of this report.

YEAR IN REVIEW

Operation Best Foot Forward – High-Visibility Enforcement



4

Regional
Enforcements

7

Crosswalk
Details

100

Warnings &
Citations



194

Media
Placements

4.1M

Est. Media
Impressions

\$368.2k

Est. Earned
Media Value



Full Enforcement Schedule

Jurisdiction	Time	Location	Warnings	Citations
Wed., Nov. 10, 2021	10:00 am – 12:00 pm	International Parkway at Westin Hotel	1	4
Wed., Nov. 10, 2021	7:30 – 9:30 am	Sand Lake Rd. & Forest Park Cir.	0	26
Thurs., Mar. 3, 2022	8:00 – 10:00 am	Tuskawilla Rd. & Red Bug Lake Rd.	9	0
Tues., May 10, 2022	8:00 – 10:00 am	Snow Hill Rd. & Jacobs Trail	17	0
Tues., May 10, 2022	12:00 – 2:00 pm	E.E. Williamson Rd. at Seminole Wekiva Trail	10	0
Wed., Aug. 24, 2022	8:00 – 9:15 am	Bear Lake Rd. & McNeil Rd.	13	7
Wed., Aug. 24, 2022	9:30 – 11:00 am	N. Hunt Club Blvd. at Wekiva Neighborhood Trail	6	7

Fiscal Year 21-22: Annual Progress Report
Seminole County



Fiscal Year 21-22: Annual Progress Report Seminole County



Fiscal Year 21-22: Annual Progress Report Seminole County



SOCIAL MEDIA OVERVIEW

September 2021 – October 2022


**Best Foot Forward
Social Media Followers**

	1,325		756
	1,628		60

Total Content Posted	477	Total Impressions	197,208
Total Engagements	6,665	Total Followers Gained	188

Best Foot Forward
Published by Shelby Villatoro • August 2 •

Head to Sanford or tune in virtually this Thursday, 8/4, to learn more about **FDOT Central Florida's** proposed S.R. 46 improvements! Planned pedestrian safety measures include the construction of new midblock crossings along the corridor, along with pedestrian-activated lights. #YSFeds
Seminole County FL



FDOT
S.R. 46 Improvements
from Monroe Road/Upstate Road to French Avenue
(U.S. 17-92)
Seminole County
Financial Project Identification (FPI) No.: 447103.1

Project Description

The Florida Department of Transportation (FDOT) is proposing improvements along State Road (S.R.) 46 from Monroe Road/Upstate Road (C.R.) 155 to French Avenue (U.S. 17-92) in Sanford. The goal of the project is to enhance safety for all users and improve the section of S.R. 46 to extend the life of the roadway.

One recommended safety improvement is the conversion of the existing two-way left turn lane into a round median with two-way directional median openings. Landscaping in the median is planned to help encourage slower driving speeds. The project also proposes a new 7-foot-wide buffered bicycle lane to enhance safety for cyclists.

Planned pedestrian safety measures include the construction of new midblock crossings along the corridor. FDOT is still evaluating the exact locations of the crossings, as well as whether each crossing will be equipped with Rectangular Rapid Flashing Beacons (RRFBs) or Pedestrian Hybrid Beacons (PHBs). These pedestrian activated lights make the crossings more visible and safer.

Other improvements include upgrading pedestrian curb ramps according to current Americans with Disabilities Act (ADA) standards and constructing new sidewalks to fill in gaps along the corridor.


Project Status and Estimated Costs*

Design	Construction	Estimated Costs
Design	Construction	\$1.7 Million
Design	Construction	\$8.7 Million

Contact:
Anthony Miller
FDOT Project Manager
386-943-2536
Anthony.Miller@dot.state.fl.us

CFLRoads.com/project:447103.1

Best Foot Forward
Published by Shelby Villatoro • July 7 •



Seminole County Sheriff's Office •
July 7 •

HAPPENING SATURDAY! We are currently hiring energetic and dedicated crossing guards to join our team. Guards are responsible for safely crossing children who wa... See more

88 People reached	2 Engagements	- Distribution score
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WEBSITE ARTICLES

September 2021 – October 2022

Date	Article (iYield4Peds.org)
9/18/22	Operation BFF: Spreading the Word about Safety
9/7/22	Learn about Rock Springs Rd. & West Orange Trail Proposals on 9/22
8/15/22	Orange County adopts Vision Zero Strategy
7/6/22	New Osceola Trail Includes Ped Safety Upgrades
6/24/22	Kissimmee changing driver behavior with crosswalk updates
5/10/22	Kissimmee Mayor Olga Gonzalez joins WKMG New 6's Mark Lehman for Operation BFF
5/6/22	11 law enforcement agencies team up to protect trail users
5/3/22	Oakland installs stop signs for vehicles at West Orange Trail crossings
2/18/22	With Higher Risk for Pedestrians with Disabilities, Enforcement Operation Highlights "Inclusive Streets" Practices
12/15/21	37 Government Agencies Determine the Crosswalks of Focus for 2022
12/9/21	Best Wishes to Osceola County Sheriff's Deputy Spears and BFF Liaison in Retirement
11/23/21	Apopka, Longwood, Winter Park and Oakland Join Best Foot Forward Coalition
11/16/21	Daylight Savings Prompts Law Enforcement Reminder to Drivers
11/5/21	End of Daylight Saving Time Triggers Deadly Risk for Pedestrians
11/2/21	A Walk Through Pedestrian Safety Month
10/15/21	Understand the White Cane Law: Blind American Equality Day Program
10/1/21	October is National Pedestrian Safety Month



SUPPORTING DOCUMENTS

Full Activity Schedule

YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
10/5/2021	BFF Meeting	Seminole BFF Steering Committee
10/6/2021	BFF Outreach Event	SEMINOLE: International Walk to School Day - Evans Elementary
10/20/2021	BFF Outreach Event	SEMINOLE: International Walk to School Day - Carillon Elementary
10/28/2021	BFF Outreach Event	SEMINOLE: SCSO Spooktacular
11/2/2021	BFF Meeting	Seminole BFF Steering Committee
11/20/2021	BFF Outreach Event	LONGWOOD: Longwood Arts & Crafts Festival
12/2/2021	Partner Meeting	SEMINOLE: Healthy Seminole Collaborative - Community Health Needs Assessment Focus Group
12/7/2021	BFF Meeting	Seminole BFF Steering Committee
12/11/2021	BFF Outreach Event	CASSELBERRY: New Hope for Kids Holiday Bike Ride
12/11/2021	BFF Outreach Event	SEMINOLE: Jordan's Smile Sporting Goods Store
1/4/2022	BFF Meeting	Seminole BFF Steering Committee
1/4/2022	BFF Partner Meeting	SEMINOLE: Meeting with Commissioner Bob Dallari
2/1/2022	BFF Meeting	Seminole BFF Steering Committee
2/5/2022	BFF Outreach Event	LONGWOOD: Mustang Round Up - Car Show
2/10/2022	BFF Partner Meeting	SEMINOLE: Leisure Services & Florida Greenways & Trails Foundation Meeting
2/15/2022	BFF Partner Meeting	SEMINOLE: Seminole CHIP Physical Activity Subcommittee Meeting
2/26/2022	BFF Outreach Event	SEMINOLE: Matt Miller Memorial Police Motorcycle Skills Challenge with Sem Co Sheriff's Office
3/1/2022	BFF Partner Meeting	SEMINOLE: Able Trust & Commissioner Dallari Meeting
3/27/2022	BFF Outreach Event	LONGWOOD: Pirate Seafood Festival
3/31/2022	BFF Partner Meeting	SEMINOLE: Carillon Park Neighborhood Meeting

Fiscal Year 21-22: Annual Progress Report

Seminole County



YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
4/6/2022	BFF Meeting	Best Foot Forward Summit
4/7/2022	BFF Presentation	SEMINOLE: Seminole Homeschoolers PE Class
4/7/2022	BFF Partner Meeting	SEMINOLE: FDOH Healthy CHIP Meeting
4/16/2022	BFF Outreach Event	SEMINOLE: 3rd Annual Seminole County Spring Festival and Car Show
4/26/2022	BFF Partner Meeting	Seminole County CTST Meeting
4/30/2022	BFF Outreach Event	CASSELBERRY: Earth Fest 2022
5/7/2022	BFF Outreach Event	SEMINOLE: Walk like MADD Event
5/24/2022	BFF Partner Meeting	Seminole County CTST Meeting
5/28/2022	BFF Outreach Event	CASSELBERRY: Rock'n Blues Car Show
6/2/2022	BFF Partner Meeting	SEMINOLE: FDOH Healthy CHIP Meeting
6/2/2022	BFF Outreach Event	CASSELBERRY: Wilshire DMV Tabling Outreach
6/2/2022	BFF Outreach Event	SEMINOLE: Winter Springs DMV Tabling Outreach
6/7/2022	BFF Meeting	Seminole BFF Steering Committee
6/19/2022	BFF Outreach Event	SEMINOLE: Lake Mary Cruise-In Car Show
6/20/2022	BFF Outreach Event	SEMINOLE: Chuluota VFW
6/28/2022	BFF Partner Meeting	Seminole County CTST Meeting
7/20/2022	BFF Partner Meeting	SEMINOLE: Meeting with Seminole Health Equity Liaison
8/16/2022	BFF Presentation	SEMINOLE: Live Oak Reserve Board Presentation
8/17/2022	BFF Partner Meeting	SEMINOLE: Lockwood Blvd. Safety Meeting
8/27/2022	BFF Outreach Event	SEMINOLE: Caffeine & Chrome Car Show at Gateway Classic Cars
9/6/2022	BFF Partner Meeting	SEMINOLE: Eagle Circle Follow-Up Meeting

YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
9/15/2022	BFF Meeting	SEMINOLE: FY 21-22 Workshop
9/17/2022	BFF Outreach Event	SEMINOLE: FDOH Family Health Fest
9/24/2022	BFF Outreach Event	CASSELBERRY: Latin Jazz Concert at Lake Concord Park
9/25/2022	BFF Outreach Event	SEMINOLE: Maranatha Seventh Day Adventist Church Health Expo





SUPPORTING DOCUMENTS

Full Media Report

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/8/21	WDBO-FM (Radio)	Operation Best Foot Forward starts tomorrow - Live with Bike/Walk Central Florida's Emily Hanna
11/8/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins Tomorrow Morning
11/9/21	Central Florida News 13	Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida's TV 27	Reaired: OBFF Happening Now Across Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: Traffic Cast: OBFF About to Begin in Orange, Osceola & Seminole Counties
11/9/21	Central Florida's TV 27	Reaired: Traffic Cast: OBFF About to Begin in Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: OBFF About to Begin in Orange & Osceola Counties
11/9/21	Central Florida's TV 27	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WESH-ORD (NBC)	Operation Best Foot Forward Three-Day Enforcement This Week
11/9/21	WFTV-ORD (ABC)	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF Wraps Up Day One in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	Traffic Cast: OBFF About to Begin in Orange, Osceola & Seminole Counties
11/9/21	WFTV-ORD (ABC)	Reaired: OBFF Wraps Up Day One in Orange & Osceola Counties

Links provided where available

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/9/21	WFTV-ORD (ABC)	Traffic Cast: OBFF About to Begin in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF About to Begin in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Has Begun
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Cracking Down on Drivers This Week
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Reaired: Operation Best Foot Forward Cracking Down on Drivers This Week
11/9/21	WKMG-ORD (CBS)	Reaired: Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins Tomorrow Morning
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Officials across Central Florida push for pedestrian safety
11/9/21	WOFL-ORD (FOX)	Day 1 Enforcement Totals from OBFF in Orange and Osceola Counties
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward Begins Today Across Central Florida
11/9/21	WOFL-ORD (FOX)	Day 2 Enforcement Operations Continue in Seminole County and Oakland
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Reaired: Operation Best Foot Forward Begins Today Across Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/9/21	WOFL-ORD (FOX)	Officers Setting Up to Start Operation Best Foot Forward in Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Central Florida officers crack down on drivers who don't stop at crosswalks
11/9/21	WOGX (FOX)	<i>Reaired:</i> Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida's TV 27	<i>Reaired:</i> OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	<i>Reaired:</i> Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	<i>Reaired:</i> Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	OBFF Resumes Today Amid Fatal Pedestrian Hit and Run
11/10/21	CW18 WKCF	Deputy Highlights OBFF Efforts at Scene of Deadly Ped Hit and Run Crash
11/10/21	WFTV-ORD (ABC)	OBFF Resumes Today in Seminole County and Oakland
11/10/21	WFTV-ORD (ABC)	Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	WFTV-ORD (ABC)	Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	WKMG-ORD (CBS)	Operation Best Foot Forward Begins Day Two of Crosswalk Crackdown
11/10/21	WKMG-ORD (CBS)	<i>Reaired:</i> Operation Best Foot Forward Begins Day Two of Crosswalk Crackdown
11/10/21	WKMG-ORD (CBS)	Operation Best Foot Forward Crackdown Continues for Second Straight Day
11/10/21	WOFL-ORD (FOX)	<i>Reaired:</i> Day 1 Enforcement Totals from OBFF in Orange and Osceola Counties

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/10/21	WOFL-ORD (FOX)	<i>Reaired:</i> Day 2 Enforcement Operations Continue in Seminole County and Oakland
11/10/21	WOFL-ORD (FOX)	UPDATE: Central Florida officers crack down on drivers who don't stop at crosswalks
11/10/21	WOGX (FOX)	Operation Best Foot Forward pushing pedestrian safety
11/11/21	Orange Observer (West Orange Times)	Oakland police officers participate in "Best Foot Forward" program
11/12/21	El Osceola Star	End of daylight saving time triggers deadly risk for pedestrians
11/12/21	El Osceola Star	End of daylight saving time triggers deadly risk for pedestrians
2/21/22	Central Florida's TV 27	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	Central Florida's TV 27	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Central Florida law enforcement agencies to host 3-day crosswalk crackdown
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida's TV 27	Operation Best Foot Forward begins enforcements today
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	WESH-ORD (NBC)	Operation Best Foot Forward has law enforcement cracking down on drivers who don't yield or stop for pedestrians at crosswalks
2/22/22	WESH-ORD (NBC)	Law enforcement across several Central Florida counties are stepping up patrols
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	Operation Best Foot Forward begins enforcements today
2/22/22	WFTV-ORD (ABC)	Were live on the scene of Operation Best Foot Forward
2/22/22	WFTV-ORD (ABC)	Operation Best Foot Forward looks to highlight risks for those with disabilities
2/22/22	WKMG-ORD (CBS)	Nearly a dozen law enforcement agencies will team up in the latest effort to get results and improve safety at busy crosswalks
2/22/22	WKMG-ORD (CBS)	REAIRED: Nearly a dozen law enforcement agencies will team up in the latest effort to get results and improve safety at busy crosswalks
2/22/22	WOFL-ORD (FOX)	Crosswalk enforcement in Orange County
2/22/22	WOGX (FOX)	Crosswalk enforcement in Orange County
2/22/22	The Apopka Voice	Operation Best Foot Forward coming to Apopka
2/22/22	WESH-ORD (NBC)	Cracking down on drivers who do not yield to pedestrians
2/22/22	WOFL-ORD (FOX)	Officers are cracking down, making sure drivers stop for pedestrians.
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida News 13	Today marks day two of Operation Best Foot Forward spanning across Orange, Osceola, and Seminole counties.
2/23/22	Central Florida News 13	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida's TV 27	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	Central Florida's TV 27	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	CW18 WKCF	Drivers will want to be extra careful around crosswalks, Operation Best Foot Forward is in full force!
2/23/22	CW18 WKCF	Expect to see more officers today as part of Operation Best Foot Forward
2/23/22	CW18 WKCF	Operation Best Foot Forward returns today across Central Florida
2/23/22	CW18 WKCF	Operation Best Foot Forward is cracking down on drivers who do not stop for pedestrians at crosswalks
2/23/22	CW18 WKCF	Deputies are out today cracking down on drivers who don't yield or stop for pedestrians.
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward has law enforcement cracking down on drivers who don't yield or stop for pedestrians at crosswalks
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward cracks down on people who don't yield or stop for pedestrians at crosswalks
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	WFTV-ORD (ABC)	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	WKMG-ORD (CBS)	It's day 2 of a three-day crackdown on busy crosswalks
2/23/22	WKMG-ORD (CBS)	It's day 2 of a three-day crackdown on busy crosswalks
2/23/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
2/24/22	Osceola News Gazette	Operation Best Foot Forward — teaching drivers to yield
2/24/22	Positively Osceola	Operation Best Foot Forward Highlights Pedestrian Crosswalk Safety in and Around Osceola County
2/24/22	Univision Orlando	La policía dio advertencia y multas de 164 dólares a los conductores que no se dieron paso a los peatones en los cruces peatonales.
2/24/22	Univision Orlando	Las autoridades de la ley de varios condados en florida central se han unido en un esfuerzo para educar a los conductores sobre las leyes de tránsito

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
2/24/22	Univision Orlando	Autoridades realizar un operativo para evitar accidentes en los que se ven involucrados peatones
2/24/22	Univision Orlando	Autoridades realizar un operativo para evitar accidentes en los que se ven involucrados peatones
2/24/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
2/24/22	Univision Orlando	Las autoridades de la ley de varios condados en florida central se han unido en un esfuerzo para educar a los conductores sobre las leyes de tránsito
2/24/22	Univision Orlando	La policía dio advertencia y multas de 164 dólares a los conductores que no se dieron paso a los peatones en los cruces peatonales.
2/24/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
3/1/22	Central Florida's TV 27	A group of Central Florida students will help teach children how to safely cross the street
3/1/22	Central Florida's TV 27	REBROADCAST: A group of Central Florida students will help teach children how to safely cross the street
3/1/22	WFTV-ORD (ABC)	A group of Central Florida students will help teach children how to safely cross the street
3/1/22	WFTV-ORD (ABC)	REBROADCAST: A group of Central Florida students will help teach children how to safely cross the street
3/1/22	MSN (Microsoft News)	Some students with Cornerstone Charter Academy will get to be part of a new public service announcement aimed at educating children about street safety.
3/1/22	WFTV	Belle isle school selected as winner of statewide student video contest
3/3/22	WESH-ORD (NBC)	Officer's crackdown on drivers with 246 warnings and citations to those not stopping for pedestrians
3/28/22	Sanford Herald	Seminole deputies, Casselberry officers conduct crosswalk enforcement
4/1/22	City of Apopka	Best Foot Forward in Apopka (February)
5/10/22	Central Florida's TV 27	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WFTV-ORD (ABC)	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WFTV-ORD (ABC)	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WKMG-ORD (CBS)	Police are out checking for safe drivers during Operation Best Foot Forward
5/10/22	WKMG-ORD (CBS)	Nearly a dozen local law enforcement agencies are focusing on trail crossings ahead of summer

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
5/10/22	WKMG-ORD (CBS)	15 Crosswalks are being targeted for a pedestrian safety enforcement Operation Best Foot Forward
5/10/22	WKMG-ORD (CBS)	Law enforcement watching crosswalks along trails across Central Florida
5/10/22	MegaTV Orlando	Best Foot Forward Program Conducts Crosswalk Safety Enforcement (Español)
5/10/22	The Apopka Voice	Apopka Police Department puts its best foot forward to protect trail users
5/11/22	WKMG-ORD (CBS)	Day Two of Crosswalk Crackdowns with Nearly a Dozen Central Florida Agencies
5/12/22	Positively Osceola	Kissimmee Police, Osceola Deputies Join Operations Best Foot Forward to Protect Kissimmee Trail Users
5/13/22	NewsBreak	Florida sheriff reminding drivers to yield to pedestrians
5/13/22	WWSB (ABC)	Florida sheriff reminding drivers to yield to pedestrians
8/10/22	Clermont News Leader	Pedestrian safety initiatives to be discussed
8/8/22	South Lake Tablet	Coffee With The Town Manager To Discuss Pedestrian Safety Initiatives (Aug 11)
8/19/22	NewsBreak	Operation Best Foot Forward: Aug. 23-24, 2022
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/23/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools
8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools
8/23/22	WESH-ORD (NBC)	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	WESH-ORD (NBC)	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Drivers beware: Cops out at crosswalks
8/23/22	WESH-ORD (NBC)	Drivers beware: Cops out at crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Police will be out in full force this week at crosswalks
8/23/22	WKMG-ORD (CBS)	Law enforcement keeping eyes on crosswalks
8/23/22	WFTV-ORD (ABC)	School's back and cops are out
8/23/22	WFTV-ORD (ABC)	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	Central Florida's TV 27	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	Central Florida's TV 27	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	WFTV-ORD (ABC)	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	WKMG (ClickOrlando)	Crosswalk crackdown promotes safety in Orange County school zones
8/23/22	NewsBreak	Crosswalk crackdown promotes safety in Orange County school zones
8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	West Orange Times & Observer	Local leaders, organizations partner for #BestFootForward pedestrian safety initiative
8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools

MEDIA COVERAGE

Full Report of This Year's Coverage

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8/23/22	WESH-ORD (NBC)	Reminder: Stop for People in Crosswalks
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8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	West Orange Times & Observer	Local leaders, organizations partner for #BestFootForward pedestrian safety initiative
8/24/22	WESH-ORD (NBC)	Crosswalk crackdown in Casselberry
8/24/22	CW18 WKCF	Operation BFF in Casselberry
8/29/22	NewsBreak	WKMG joins crosswalk crackdown in Orange County



SUPPORTING DOCUMENTS

Steering Committee Meeting Recaps

BFF Steering Committee Conference Call: Seminole County

Tuesday, October 5th, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 816 5120 9765

Passcode: 548423



Meeting Attendance

Venise White, Florida Health Department
Courtney Gleaton, Orlando Health
Frank Consoli, Seminole County
Bill Pandos, Seminole County
Bill Wharton, Seminole County
Mike Blinn, Seminole County
Kareem Goodwin, LYNX

Trish Whitton, LYNX
Jasmine Blais, MetroPlan Orlando
Kelly Brock, City of Casselberry
Brian Woods, Seminole County Sheriff's Office
Emily Hanna, BWCF
Eric Trull, BWCF
Kayla Mitchell, BWCF

Meeting Recap

Best Foot Forward Program Review

Eric Trull – New BFF Community Outreach Manager

- Will handle all social media, website, community outreach
- One of the founders in micro mobility across North America in early 2000s
- Previous consultant with FDOT on public involvement

August Progress Report

- Numbers represent the tail end of the fiscal year
- Reports will shift towards a quarterly period for 2022
- Final reports will be available November 30, 2021
- Emily offered to present to elected officials
- *Partners let Emily know who they would like to present to and when
- A one-page document with program metrics will be provided

Education

Mobility Week (Oct. 29 – Nov. 5)

- Seminole County Bike to Work Day -- Oct. 29
- Bike 5 Cities – Oct. 30 – Register: <https://bikewalkcentralflorida.org/bike5cities/>
- Partners to provide partner events for BWCF to share on social media
- BWCF will partner with St. Cloud and MetroPlan Orlando in a Cyclovia Culinary Tour – Register: <https://www.stcloudfl.gov/CivicAlerts.aspx?AID=1576>

BFF Steering Committee Conference Call: Seminole County

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National Night Out

- Brian Woods and Emily Hanna will be attending Oviedo on the Park
- Health Department Staff will be attending in Sanford
- Sheryl and Courtney with Orlando Health will be attending Lake Mary
- BWCF can provide materials if needed

Walk to School Day

- Emily is attending Evans ES per JoJo Sturm's direction

National Pedestrian Safety Month

- BWCF will share material on social media
- Daylight savings change comes in November

Enforcement

- Brian Woods confirmed Seminole County Sheriff's Office will participate Nov. 9
- *Casselberry to confirm OBFF participation for Nov. 9-10
- Crosswalks will be selected prior to the next steering committee meeting
- Reviewed 2022 Enforcement Schedule

Engineering

Graduated Crosswalks

- Varies among partners, generally accepted as 75%
- Continuing to have this discussion

GIS Database

- New Maps + Data link on the Best Foot Forward website:
<https://www.iyield4peds.org/home/maps-data/>
- Emily pointed out data points highlighted on website
- Maps show driver yield rate data, enforcement efforts and community outreach
- What additional elements should be included?

BFF Partner Updates

Metroplan Orlando

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-
- Working on the Cyclovia event with St. Cloud

LYNX

- Working on starting plans for the next fiscal year

Florida Department of Health Seminole

- 4th annual Bike to work day
- Longer route for those who'd like starting at the zoo Friday Oct. 29
- Trail cleanup Goldsboro trail Sunday Oct. 31
- Amanda Beal has announced her retirement, she will continue as volunteer

Seminole County Government

- Recently updated their trails master plan
- New project with Kittelson to look at signage enhancement and calming devices for trail users
- Meeting tomorrow with the signal IT shop about the pedestrian detection devices
- Emily spoke to City of Orlando about their initial feedback and the detection device is very sensitive

City of Casselberry

- In cooperation with Seminole County installing more permanent Bike 5 Cities signage
- Starting construction on connection from Quail Pond to Sunset Dr.
- RRFB and Queens Mirror and S. Lost Lake Lane
- Bids out for Lake Catherine Cir and Sunset Dr.
- 30% design plans for Wheel Park – public meetings on Oct. 7, 12, 25
- Seminole County trails master plan mentions Wheel Park

Orlando Health

- New brand specific micro mobility codes in the trauma unit
- Other new codes available related to micro mobility, pedestrian related events
- Courtney to provide more information

Signal Four

- Mike asked about the new Signal Four dashboard
- BWCF has access through MetroPlan Orlando, dashboard is now available publicly

Next Steering Committee Meeting: Tuesday, November 2, 2021, 9:00 a.m. via Zoom.

BFF Steering Committee Conference Call: Seminole County

Tuesday, October 5th, 2021

9:00 a.m. – 9:40 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 816 5120 9765

Passcode: 548423



Seminole County October Community Outreach

Changes as events are added each week

- OCTOBER – Pedestrian Safety Month, International Walk to School Month
- 10/5 -- National Night Out
- 10/6 -- National Walk to School Day
- 10/15 -- White Cane Safety Day
- 10/18 -- National School Bus Safety Week Begins
- 10/17 -- National Teen Driver Safety Week Begins (Oct. 17-23)
- 10/19 -- Seminole CTST Meeting
- 10/24 -- Goldsboro Trail Clean Up – Friends of FDOH Seminole
- 10/28 -- SCSO Spooktacular Halloween Event
- 10/30 -- Bike 5 Cities
- 10/29 -- Mobility Week (Oct. 29 – Nov. 5)
- 10/31 -- NHTSA Impaired Driving Campaign Halloween

2022 Schedule

Quarter 1: October, November and December

- Operation BFF: November 9-10
- Darker later – daylight savings (Watch out for peds at night!)
- Report: January 30, 2022

Quarter 2: January, February and March

- Operation BFF: February 22-23
- Inclusive Streets theme (have input and support from advocacy organizations for people with disabilities)
- Report: April 30, 2022

Quarter 3: April, May and June

- Operation BFF: May 10-11
- School is out, watch out for kids!
- Report: July 30, 2022

Quarter 4: July, August and September

- Operation BFF: August 23-24
- Back to School theme
- Annual report due by November 15, 2022 with Q4 activities



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Attendance

Bill Pandos, Seminole County

Mike Blinn, Seminole County

Frank Consoli, Seminole County

Bill Wharton, Seminole County

Courtney Gleaton, Orlando Health

Kelly Brock, City of Casselberry

Dean Fathelbab, City of Casselberry

Matthew Blunt, Casselberry Police

Department

Jasmine Blais, MetroPlan Orlando

Venise White, Florida Health Department

Trish Whitton, LYNX

Emily Hanna, BWCF

Eric Trull, BWCF

Kayla Mitchell, BWCF

Rafael Burgos, BWCF

Barbara Giles, BWCF

Meeting Recap

Best Foot Forward Program Review

- Friday In the News will now become a monthly newsletter
- BFF is looking for feedback on what partners would like to see

Enforcement

- *Seminole County Sheriff's to confirm the times, enforcing on Tuesday, Nov. 9 at International Parkway and Westin Hotel, Forest Park Cir. and Sand Lake Rd
- Casselberry will be enforcing on Thursday Nov. 11 from 8-12, Lake Dr. and Park Dr.
- Partner attendance is highly recommended

Engineering

- GIS data highlights have been updated on the BFF website
- RRFB data and mid-block yield rate differences, average yield rates and their improvements within the program are now listed on the website
- Data shows that the yield rate does improve over time within the program
- GIS file will be made available to the partners this month
- BFF is looking for data collectors, looking to reduce turnover by increasing pay and making hours more consistent
- Baseline data collection should be finished and ready for partner review in November

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Education

- Bike5Cities was successful with many partners attending
- Jordan Smelsky foundation helmet fitting event is in early December
- Region-wide Mobility Week: The Blind Experience is tomorrow at City Hall in Orlando
- Operation Best Foot Forward next week's theme is daylight savings time
 - Seminole County Sheriff's Office, Wednesday, November 10
 - 7:30 am – 9:30 am: Sand Lake Rd. & Forest Park Cir.
 - RESULTS: 26 drivers educated total (0 warnings, 26 citations)
 - 10:00 am – 1200 pm: International Parkway at Westin Hotel
 - RESULTS: 5 drivers educated total (1 warning, 4 citations)
- Please share any events that BFF should be attending with Eric Trull
- Seminole County Spooktacular drivers received educational materials
- Emily shared her experience with attending walk to school day
- Sterling Park ES at Deer Run has asked BFF to present to promote more students to walk and bike and to school

Partner Updates

FDOT

- Updated Pedestrian Safety Plan for 2021

MetroPlan Orlando – Jasmine Blais

- Mobility Week – the Blind Experience tomorrow 10-12, register online
- Cycloviva in St. Cloud – culinary bike tour Friday from 6-8pm

LYNX – Trish Whitton

- Working on FY22 projects
- BFF will provide GIS data in November

Florida Department of Health – Venise White

- Community Health Improvement Plan (CHIP) – provides educational materials and wayfinding maps on trails
- Emily would like a QR code on the signage to educate on events for trail users
- 4th annual bike to work day started at Sanford Zoo along the new expanded Riverwalk and had about 40 participants

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Seminole County Government – Bill Wharton

- Looking at grade separated trail crossings at 434/436
 - Met with Altamonte Springs last week
 - Met with leisure services and parks and rec as well
 - Meeting with FDOT to get their recommendations
- Will be presenting to the commission on Dec. 14
- Barbara asked if there was knowledge of FDOT audits of trails for anything that is part of the Coast to Coast

Seminole County Government – Bill Pandos

- Trails master plan was finalized
- Received some money to start projects already
- Midway River loop system to connect that community
- Flagler Trail feasibility project has started
- Working with health department to have an internal loop with some exercise equipment
- Consultant Kittelson has identified some areas of concern: General Hutchinson and Ronald Reagan crossing – setting up site visits soon and would like Emily's involvement

Seminole County Government – Mike Blinn

- Push button signs on International Pkwy have been installed, would like to see how they influence use during Operation BFF
- Restriping on Bear Lake and McNeil – has been taken care of with the project scheduled
- Emily brought up recent student related crashes at Dike Rd and Lake Howell – Mike has ordered a study for counts to see how many people are using the crosswalk or where they are crossing
- Put in a study request for Lake of the Woods
- The studies being conducted are cost prohibitive - Oviedo residents want a midblock installed for the trail, baseball fields, playground and the cost was shocking
- Emily and Mike to talk opportunities offline

City of Casselberry – Kelly Brock

- Two large complete street projects, out to bid and one to be released
- Resistant to speed humps or vertical deflections but exploring adding to one of the projects – speed cushions, are effective but do not slow down emergency vehicles
- Public meeting tonight from the residents in the area
- Mike suggested looking at City of Sanford traffic calming measures

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



- *Mike will send link to their website and the specs for traffic calming that
- *Eric Trull will share the College Park rubberized speed humps

Casselberry Police Department – Sergeant Blunt

- Needs final approval for operation next week
- First time using this intersection, well painted but there is a speed issue there, two traffic homicides with ped/cyclists in the last 12 years, low visibility but hoping hospital partners will assist with decoys
- Hoping to use electronic sign board and Facebook posts to improve public awareness a week in advance
- Have been distributing the educational materials and will not be doing a warning phase this time
- Corporal Stewart will be managing the operation, Emily and Courtney will attend this location

Orlando Health – Courtney Gleaton

- Safe Kids Orange County coalition received a grant to give out 400 car seats and 90 booster seats
- Contact Courtney if people are needing car seats of any county
- Courtney has several helmet fittings coming up and attended Bike 5 Cities

Next Steering Committee Meeting: Tuesday, December 7, 2021, 9:00 a.m. via Zoom.

Seminole County November Community Outreach

Changes as events are added each week

- November 4, The Blind Experience – Regionwide – at Orlando City Hall
- November 7, Daylight Savings Time Ends, Driver Awareness (Drowsy Driving Prevention Week)
- November 9 & 10, Operation Best Foot Forward
- November 20, Longwood Arts & Crafts Fair
- December 11 & 12, Jordan's Smile Sporting Good Store

BFF Steering Committee Conference Call: Seminole County

Tuesday, December 7th, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call-in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Attendance

Bill Wharton, Seminole County
Cody Johnson, LYNX
Dean Fathelbab, City of Casselberry
Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Kayla Mitchell, Bike/Walk Central Florida

Mike Blinn, Seminole County
Rafael Burgos, Bike/Walk Central Florida
Sgt. Jesse Gelm, Longwood Police Department
Shad Smith, City of Longwood
Sheryl Aldarondo, Orlando Health

Meeting Recap

Best Foot Forward Program Review

- Emily shared highlights from the MetroPlan Orlando fiscal year 2021 annual report.
 - Bill Wharton asked for clarification between the number of enforcements and details: “Enforcements” include the total number of BFF operations, while “details” include the number of crosswalks that are part of each enforcement.
- Crosswalk recommendation documents were provided to each partner in 2021 and included in-depth audits of each BFF crosswalk.

Engineering

- FY22 Baseline crosswalk data and observations were highlighted.
 - See meeting materials for full report on baseline observations and any hazards noted.

Enforcement

- November’s Operation BFF Seminole County Sheriff’s Office enforced two crosswalks issuing 31 warnings and citations at International Pkwy at the Westin Hotel and Sand Lake Rd at Forest Park Circle
- Next Operation BFF: Inclusive Streets! February 22-23, 2022
 - When the City of Casselberry and BWCF were out evaluating the crossing at Melody and Cypress, a person in a wheelchair was being pushed down the shoulder of Melody Lane. When we asked him why he stated he felt more visible in the road than on the sidewalk. He said drivers never stop for him. Will ask Casselberry Police Department to enforce this crossing during the next enforcement

Education

- Eric has officially transitioned into Outreach Coordinator and will be reaching out for one-on-ones with partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, December 7th, 2021

- Jordan Smelski event this weekend includes bicycle giveaways for children in need. We will be fitting helmets for kids and sharing bike and pedestrian safety information with them and their parents.

BFF Partner Updates

Seminole County Government – Mike Blinn

- Signage and markings in Seminole County school zones are maintained by the county.
- Lake and Park is a county road, side streets are city, any changes in engineering need to be filtered by the county.
- Building an inventory of midblock crossings (163 locations, GIS layer) to look at how to sign the midblock crossings in the future, timeline to be determined.
 - Emily asked if there was a list of midblock crossings that are needed to be installed? Mike noted that traffic studies are needed to warrant a midblock, many are often requested. Traffic is weary of installing new midblock crosswalks.
 - Emily offered the consultant, xGeographic's assistance with the GIS layers.

City of Casselberry – Dean Fathelbab

- Sunset Drive Complete Street going back to drawing board – few modifications on the LAP funded project.
- Emily is interested in learning about the configuration at Button Rd.

Orlando Health – Sheryl Aldarondo

- Ready to support February's Operation BFF.
- Brought the iY4Ped tear sheets to the senior centers

Next Steering Committee Meeting: Tuesday, January 4, 2022 at 9:00 a.m. via Zoom.

Upcoming Seminole County Community Outreach

Changes as events are added each week

- 12/11/21 – Seminole Co. – Jordan's Sporting Goods
- 12/12/21 – Seminole Co. – Jordan's Sporting Goods
- 01/21/22 – Casselberry – Casselberry Rock-N-Blues Concert and Car Show
- Feb '22 – Operation Best Foot Forward
- March '22 – Florida Bike Month



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

9:00 a.m. – 10:00 a.m.



Attendance

Bill Pandos, Seminole County
Courtney Gleaton, Orlando Health
Dean Fathelbab, City of Casselberry
Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Jasmine Blais, MetroPlan Orlando

JoJo Sturm, Seminole County Crossing Guards
Kayla Mitchell, Bike/Walk Central Florida
Mike Blinn, Seminole County
Shelby Villatoro, Bike/Walk Central Florida
Trish Whitton, LYNX

Meeting Recap

Best Foot Forward Program Review

- Shelby Villatoro, the previous program manager prior to Kayla, has returned to BFF after working with Global 5.
- **Best Foot Forward Summit** – a one-day gathering of all stakeholders in the three counties to talk about the 3 E's and how to continue to move the needle – tentatively scheduled for April 6; Will be sending a save the date once final details are confirmed.
- First quarter progress reports will be provided by the end of the month.

Education

- Jordan Smelski's Sporting Goods Store event happened Dec. 11-12.
 - ~1,000 kids received sporting goods (bikes, scooters, basketballs, etc.) during the free event.
 - **646 helmets** were fitted for children by BWCF staff, volunteers, and partners from the Seminole County Sheriff's Office Crossing Guard team.
 - [View the recap video.](#)
- Upcoming Events
 - 02/05/22: Mustang Roundup car show - Longwood
 - 02/26/22: Matt Miller Memorial Motorcycle Competition – Seminole County; Motors Unit event, BFF to share information about pedestrian safety laws and BFF program.
 - 03/19/22: Hot Rods for Heroes – Seminole County (Oviedo Mall)
 - 05/28/22: Rock'n Blues Car Show – Casselberry; Interested in this event and will be confirming attendance with Dean.
- Send information to Eric or Shelby for upcoming events for BFF to attend.

Enforcement

- Next Operation BFF: Feb. 22-23, 2022 – Inclusive Streets
 - Shelby to reach out to partners in the coming weeks to confirm their attendance and their crosswalk locations; Will send out an invite for the enforcement.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

- Enforcement crosswalks have been selected surrounding the themes for FY22.

Engineering

- GIS Update
 - GIS updates are included in the latest; Some crosswalks were collected over the holidays and those will be added soon.
 - GIS zip file has been provided in the meeting materials and updates will be provided quarterly.

BFF Partner Updates

MetroPlan Orlando – Jasmine Blaise

- Preparing for the next round of committee meetings.

LYNX – Trish Whitton

- Providing GIS information to the LYNX GIS department.

Orlando Health – Courtney Gleaton

- Will keep Eric in the loop about upcoming events.

Seminole County Government – Mike Blinn

- Mike to join Emily in rescheduling meeting with Commissioner Dallari to discuss funding for engineering updates.
- Still working on inventory of mid-block crossings around the county. The budget is getting ready to ramp up in the next month or two and funding requests need to be included there.
- Mike reached out to a contractor about in-street PED pavement markings, would like to see some go in the travel lane at Tuskawilla. Emily agreed and recommended that we collect data to measure their impact.
 - Eric shared that Orange County is adding one at 441 and 17/92.

City of Casselberry – Dean Fathelbab

- Installing gateway treatments and would like the timeline from BWCF for enforcements at:
 - Crystal Bowl at Casselberry ES
 - Winter Park Dr at Bluebell
- Gateway treatment repairs can be reported to Kelly and Dean (city maintaining).
- The Quail Pond Complete Street from Sunset to Lake Concord Park is almost complete. There will eventually be a crosswalk over Sunset.

Seminole County Crossing Guards – JoJo Sturm

- Inquired for more information on the Crystal Bowl gateway treatment.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

- Kayla will provide the gateway treatment PowerPoint provided by MetroPlan Orlando in the meeting materials.
- Participating in their first county school safety event in a while on the 14th in Casselberry. Emily offered BFF support with materials for any upcoming events.
- Emily shared information about Walking School Bus Program. JoJo in support and has a lot of information to share but finds that the biggest hurdle is parents not wanting to be responsible for others' children. Happy to connect offline about working together.
- Requested the meeting time change to the afternoon.
 - Shelby to send a Doodle Poll to Seminole partners to explore new meeting times.

Seminole County Leisure Services – Bill Pandos

- Kittelson will be providing deliverables by the beginning of February for the trail safety feasibility study.
 - Had some field visits prior to the holiday break.
 - Looking forward to this year.
 - Emily shared the available data with Kittelson.

Next Steering Committee Meeting: Tuesday, February 1, 2022, at 9:00 a.m. via Zoom.



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, February 1st, 2022

9:00 a.m. – 10:00 a.m. (Zoom)



Attendance

Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Kayla Mitchell, Bike/Walk Central Florida
Rafael Burgos, Bike/Walk Central Florida
Shelby Villatoro, Bike/Walk Central Florida
Dean Fathelbab, City of Casselberry
Anjum Mukherjee, City of Longwood
Shad Smith, City of Longwood

Herronda Mortimer, FDOH in Seminole
Stephanie Moss, FDOT
Trish Whitton, LYNX
Jasmine Blais, MetroPlan Orlando
Courtney Gleaton, Orlando Health
Bill Pandos, Seminole County
Mike Blinn, Seminole County

Meeting Recap

Best Foot Forward Program Review

- BFF Summit Save the Date (April 6, 2022) – More details to come!
- Emily will be presenting about the BFF program at the MetroPlan Orlando board and committee meetings.
- Progress reports for the first quarter of fiscal year 2022 are now available

Education

- Upcoming Events
 - 2/05/22 - Longwood - Mustang Round up
 - 2/26/22 - Seminole County - Matt Miller Memorial Police Motorcycle Skills Challenge
 - 3/19/22 - Seminole County - Hot Rods for Heroes at Oviedo Mall
- Bike Month
 - Any planned events in March or May?
 - Submit events [through our form!](#)

Enforcement

- Conducted Longwood PD enforcement training on 1/25/22
 - Training is not focused on educating law enforcement on how to conduct enforcement (they are the pros!). It focuses on other topics like the built environment to provide a holistic approach that we take in all BFF education.
- Operation BFF: 22-23, 2022 – Inclusive Streets
 - Longwood PD: Tuesday, February 22, 2022, from 11:00 am – 1:00 pm*
 - Grant & 434
 - Casselberry PD: Wednesday, February 23, 2022, from 4:00 pm – 5:30 pm*
 - Crystal Bowl Cir at Casselberry ES
 - Seminole County Sheriff's Office: Thursday, March 3, 2022, Time TBD*
 - Tuskawilla and Redbug, NW slip lane



Engineering

- Many crosswalks in Seminole County were collected recently in January - just in time for upcoming enforcement.
- Emily is working on a project with a consultant to connect the data collectors with Fitbits to record data on heart rates, stress levels, etc. to provide more quantitative data on their experience.
- Bike/Walk is still looking to add to the data collection team – [please share!](#)
- Partners, please share updates on engineering upgrades so we can broadcast on our social media and website and celebrate every improvement that happens in the region to make the streets safer for people walking and biking.

BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Florida Department of Transportation (FDOT), Stephanie Moss

- Implementation plan for the Strategic Safety Plan last week in Tallahassee during the Florida Bike/Ped Coalition meeting.
- During Mobility week there was a bike lane design contest. Bentley ES in Sanford – two winners and Oviedo operations is working to get those two designs created to go on the trail near the school. Install date TBD and short bike safety presentation will be scheduled for the winning teams and their classmates Michael McCoy ES installed first winner's design on the ground in Orlando already.
 - Stephanie has photos from last year's design to share.

MetroPlan Orlando, Jasmine Blais

- Cyclovia was a successful culinary bike tour event in January in St. Cloud, rescheduled from Mobility Week.

Trish Whitton, LYNX

- No major updates but planning projects that will be started in the upcoming months.

Orlando Health, Courtney Gleaton

- Run with the Heroes this Saturday in Seminole County, will be sharing safety information.
- 81 car seat checks last month!

Florida Department of Health Seminole, Herronda Mortimer

- New counterpart taking over for the BFF program.

Seminole County Government, Bill Pandos & Mike Blinn

Bill Pandos



- Mountain bike at Markham Trailhead improvements beginning shortly, would like to partner to share bike safety information.
- Kittleson is working on a trail safety feasibility study to make recommendations at trail crossings, more updates to come.

Mike Blinn

- RRFB being strongly considered at the Snow Hill at Flagler Trail crossing (Jacobs Trail), should be coming in the next 6 months. BFF team will follow up about installation timeline.
- Could use some help (Stephanie, FDOT) with determining where DOT considered roads that have bike lanes, [went into their GIS portal](#) and brought up a number of roads that they considered bike lanes.
 - Roads included:
 - Red Bug Lake Road
 - E. and W. Lake Mary Blvd
 - Eden Park
 - International Pkwy
 - Lockwood
 - Small section of W. Airport Blvd
 - Seminole County plans to mark those as bike lanes now that DOT has officially named them bike compatible.
 - Emily questioned striping on roads with speeds above 45, provide a buffered bike lane – Mike says that's for new construction only.
 - Stephanie suggested looking at each segment specifically, with the changing perspective on where they want marked bike lanes and where they prefer separated facilities.
 - Shad provided background from when he was with the county: Keyhole standard is for 5 feet, lanes were 11/11/4 – do you stripe the keyhole lane if it is too narrow?
 - Citizens were happy that Lake Mary Blvd. was striped and reported feeling much safer once that was completed.
 - Mike to follow up with Stephanie to get her thoughts.

City of Casselberry, Dean Fathelbab

- Outreach events locked in with BWCF: April 30th Earth Fest, May 28th Rock Blues
- June 22nd check availability for a city spotlight event with Seminole County Chamber of Commerce, different audience but opportunity for the city to highlight aggressive development and pedestrian infrastructure.
- Right after OBFF, gateway treatments will be installed Casselberry ES crosswalk.
- End of February will be the install for the speed feedback and RRFB at Lost Lake and Queens Mirror Cir at the new park, location of Casselberry Founder's House.
- Upcoming webinar this Thursday by the [Smart Growth Online: from Complete Streets to Complete Networks](#).
- Shelby brought up the guidance from FDOT on STOP for pedestrians versus YIELD for pedestrians, will follow up with Dean about their design for their gateway installations.

City of Longwood, Shad Smith

- Received BFF magnets after Longwood PD enforcement training, would like to know who our vendor is. Eric to reach out.



- Cross Seminole Trail Connector in the works (LAP funded by FDOT), making sidewalk connections in Timacuan, adding sharrows and a connecting trail piece behind Arbor Park, project estimated to be completed by end of April.
- [W. Warren Complete Streets project](#) ongoing, discussed midblock crossings. One PVT meeting left; a BFF staff member could join mid-late February. Shelby will follow up. April 4th will be presented to the commission.
- “Stop here for peds” signs were ordered for installation where the stop bars are at the current midblock crossings along Warren Ave near Reiter Park and hospital parking.
- East Church from SunRail to 17-92 is another upcoming project to improve the corridor with sidewalks and bike facilities.

Longwood Police Department, Sgt. Gelm

- Working on the operation plan for the 22nd operation at 434 and Grant St.
- Next month March 26-27 is the Pirate Seafood Festival at Reiter Park (near several BFF crosswalks) big turnout and law enforcement detail so great opportunity to observe pedestrian behavior. Eric to follow up about participating.

Next Steering Committee Meeting: Tuesday, March 1, 2022, 9:00 a.m. via Zoom.



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, June 7, 2022

9:00 a.m. – 10:00 a.m.

[Teams](#) | Call-in: +1 917-410-4077, Pin: 703911380#



ATTENDANCE

Emily Hanna, BWCF

Eric Trull, BWCF

Erin Hearn, BWCF

Kayla Mitchell, BWCF

Shelby Villatoro, BWCF

Ofc. Chris Jones, Casselberry Police Department

Dean Fathelbab, City of Casselberry

Ethel Smith, FDOH in Seminole County

Taylor Laurent, MetroPlan Orlando

Courtney Gleaton, Orlando Health

Sheryl Aldarondo, Orlando Health

Bill Pandos, Seminole County

Bill Wharton, Seminole County

Mike Blinn, Seminole County

Next Steering Committee Meeting: Tuesday, August 2, 2022, at 9:00 a.m. via Teams.

ACTION ITEMS

- BFF to resolve issues with call-in option in Teams.

MEETING RECAP

Program Updates

- FY 21-22 Q2 Progress Reports distributed on April 30!
 - Progress Reports are available in the [public Sharepoint \(linked here\)](#).
- [NHTSA](#) & [GHSA](#) recently released reports about the preliminary traffic crash data for 2021.
 - Pedestrian fatalities nationwide are up 13%.
 - Florida had the greatest increase in total number of fatalities between 2020 and 2021 (183).
 - Emily noted that toward the end of the GHSA report (Part 3), there is a lot of great information shared about the Safe System approach and how its objectives can help reduce fatalities.
 - The Dangerous by Design report is expected to come out in the next month or two – methodology has shifted and should allow us to replicate the data at a local level and break it out to address our communities.

Engineering

- New data collection contractors providing a more diverse team, allowing for more well-rounded data collection (observations and yield rates).
 - Dean asked about looking at data through the different results based on the demographics of our data collectors. Emily talked about the goal of working with UCF researchers to organize this type of research project, studying yield rates, racial bias, and more in different communities.

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- April – May data collection highlights/follow ups will be shared in the coming weeks (as needed). Stay tuned.
- Shelby and Emily are working on crosswalk evaluation documents – adding in new information.
- [Latest GIS files are available on Sharepoint!](#)
- Crosswalk project highlights were shared:
 - ***Crystal Bowl Cir. at Casselberry ES – Gateway Treatments Installed in April***
 - Casselberry recently installed gateway treatments at the Crystal Bowl at Casselberry Elementary School crossing. This location averaged a 36% driver yield rate prior to installation (measured in March 2022).
 - Dean shared that, unfortunately, one of the signs has already been knocked down but the city is working to get it restored.
 - The latest data was collected at this location on May 23, and we are seeing a jump to 80%!
 - One thing to note – data collector noted more hard brakes than in previous two collections (13% or a total of 8 noted – up from only ONE noted in the previous collections).
 - Dean also noted that people are stopping general – would like more education to be pushed about what the stop bars/signage is, that people only need to stop if there is a PED in the crosswalk.
 - ***Queens Mirror Circle & Lost Lake Dr. – RRFB Installation***
 - The City of Casselberry recently installed new RRFBs at Queens Mirror Cir. & S. Lost Lake Ln. along with signage reminding driver of the state law to stop for pedestrians.
 - Initial data collection indicates that these countermeasures are hugely successful. In December 2021, 43% of drivers were stopping for data collectors (the FY 20-21 average was 37%).
 - Averaging our March and May 2022 data collection, this crosswalk is currently at 87%!
 - ***Warren Ave. at Reiter Park – New “Stop Here for PEDS” signage***
 - “Stop Here for Peds” signage was installed to accompany the existing stop bars at the Warren Ave. crosswalk at Reiter Park.
 - Data collectors saw an initial driver yield rate increase from the baseline of 46% (Dec. 2021) to 80% (Feb. 2022) after the signage was installed.

Enforcement – Operation Best Foot Forward

- Shelby briefly recapped the May Operation BFF, which was the largest enforcement action to date with 11 law enforcement partners participating.
 - [Photos are saved here!](#)
 - Action items from the enforcement will rolling out in the next couple of weeks.
- Next enforcement: August 23-24, 2022 (Back to School Theme)

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- Shelby will be following up in early July to coordinate crosswalks and schedules.

Education

- Mr. Richard's Left Right Left Video now available!
 - Full video – <https://vimeo.com/687578445/5e36b99e2b>
 - 30-sec (v1) – <https://vimeo.com/687783620/c2d67eca8a>
 - 30-sec (v2) – <https://vimeo.com/688172758/901520551c>
- Outreach
 - Full list of past and upcoming outreach events below.
 - The Community Outreach Map has been updated - Links: Via BFF [Map & Data Page](#), or [Direct on ArcGIS](#).
 - Updates include a layer with BFF crosswalks and the ability to filter out crosswalk and outreach data for this fiscal year.
 - Events are currently updated through the end of March and will be updated 30 days after the end of each quarter.
 - **County Wide Outreach Totals – Q3 – April 1 – June 30 (totals through May 25)**
 - 4 Events
 - 958 People Reached
 - 2,348 Education Materials Distributed
 - 65 Helmets Distributed
 - **Event Totals – Fiscal Year 2022, YTD October 2021 – June 5, 2022**
 - Seminole County – 11 events completed/scheduled of 15 scoped
 - Casselberry – 4 events completed/scheduled of 3-5 scoped
 - Longwood – 4 events completed/scheduled of 3-5 scoped
 - **Back-to-School Events**
 - Are you aware of anything being planned? We'd like to ensure we're available and have room in our scope to support BFF Outreach at these.

BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Bike/Walk Central Florida – Emily Hanna

- BWCF is working with UCF students to go after grant funding for Walking School Bus program; The grant application is due in July.

MetroPlan Orlando – Taylor Laurent

- Continuing with speed study across the three-county area.

Orlando Health – Sheryl Aldarondo

- No major updates – excited for the next round of enforcement.

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Orlando Health, Arnold Palmer – Courtney Gleaton

- Children's Safety Village doing summer camp in the next two weeks, Courtney doing ped safety there next week.
- Event taking place this weekend for car seats.
- Doing Walk-Ride-Thrive pedestrian safety education with the Children's Safety Village.

Florida Department of Health in Seminole County – Ethel Smith

- Has participated in the last couple of meetings but is new to the group; Very interested in learning more about Bike/Walk Central Florida and getting up to speed.

Seminole County

Bill Pandos

- Working on a Trail Feasibility Study with Kittelson: 9 different scenarios.
- Markham Trail skills track construction starts soon.

Bill Wharton

- Board approved two tunnels on 434 and 436.
 - Design RFP went out and closes June 22.

City of Casselberry – Dean Fathelbab

- New city engineer coming onboard shortly, will be introduced to the BFF group.
- Studying raised crosswalks at city parks: Wirz Park, Dew Drop Park at Avalon Road, and Wheel Park at Winter Park Drive.

Casselberry Police Department – Christopher Jones

- No updates – would like to see more driver education taking place.
 - Emily recommended sharing BFF citation tear sheets throughout the year, not just during enforcement. BFF to explore additional opportunities to work with FLHSMV.

City of Longwood – Shad Smith

- Update on Longwood Cross-Seminole Trail Connector Project: SunRail to Grant Street – Grant Street runs up to Candyland Park, then to Timocuan Way. Will be a combination of trails and sidewalk.
 - Trail paving starting shortly; Curb ramps are in place, just not "officially" finished so not formally opened just yet.

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BFF OUTREACH SUMMARY

Past Events – Beginning FY '22 Q3 – April 1 – May 30

- 4/7/2022 SEMINOLE: Oviedo Homeschoolers PE Class
- 4/16/2022 SEMINOLE: 3rd Annual Seminole County Spring Festival and Car Show
- 4/30/2022 CASSELBERRY: Earth Fest 2022
- 5/7/2022 SEMINOLE: Walk like MADD Event
- 5/28/2022 CASSELBERRY: Rock'n Blues Car Show
- 6/2/2022 CASSELBERRY: Wilshire DMV Tabling Outreach
- 6/2/2022 SEMINOLE: Winter Springs DMV Tabling Outreach

Upcoming Events – Ending FY '22 Q3 – June 2022

- 6/19/2022 SEMINOLE: Lake Mary Cruise-In Car Show
- 6/20/2022 SEMINOLE: Chuluota VFW

Upcoming Events – FY '22 Q4 – Through Sept. 30, 2022 (*Tentative*)

- 9/17/2022 *TENTATIVE: SEMINOLE: Sanford Spring Craft Festival*
- 9/23/2022 *TENTATIVE: SEMINOLE: Sanford Spring Craft & Vendor Event*
- 9/24/2022 *TENTATIVE: CASSELBERRY: Latin Jazz Concert at Lake Concord Park*



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BFF Steering Committee Conference Call: Seminole County

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



ATTENDANCE

Emily Hanna, BWCF
Erin Hearn, BWCF
Grace Winter, BWCF
Shelby Villatoro, BWCF
Sgt. Matthew Blunt, Casselberry PD
Dean Fathelbab, City of Casselberry
Leonard Barden, City of Casselberry

Shad Smith, City of Longwood
Patricia Whitton, LYNX
Sheryl Aldarondo, Orlando Health
Bill Pandos, Seminole County Government
Bill Wharton, Seminole County Government
Kelly Welch, Seminole County Government
Mike Blinn, Seminole County Government

Next Steering Committee Meeting: TBD (FY 22-23).

End of Fiscal Year September Workshops to be scheduled individually.

ACTION ITEMS

- **Shelby Villatoro** to distribute BFF citation tear sheets to Sheryl Aldarondo and Seminole County Crossing Guard team (JoJo and Dacia).
- **JoJo Sturm** to explore education opportunities at Wekiva Elementary (near new Wekiva Neighborhood Trail crosswalk).
- **Erin Hearn** to follow up with Bill Pandos about Winter Springs trail event.

MEETING RECAP

Program Updates

- Smart Growth America's [Dangerous by Design 2022 report](#) was released July 2022. The latest report featured significant changes.
 - Updates to the methodology mean that this year's rankings cannot be compared to previous years.
 - The Orlando-Kissimmee-Sanford MSA ranked #8, with Florida ranking #2.
- [FY 21-22 Q3 Progress Reports](#) are available!
- Emily looking to adjust upcoming scopes for FY 22-23 to reduce costs for administrative tasks and maximize program resources. During our upcoming workshop, we will be discussing these scopes and ideas.

Engineering

- Shelby is working on FY 21-22 Crosswalk Evaluations and disseminating them prior to the upcoming workshops. Here's the status of the Osceola evaluations to date:
 - **Casselberry:** Distributed

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



- **Longwood:** Distributed
- **Seminole County:** In Progress
- Emily is coordinating the end-of-year workshops with the partners individually. During these workshops, we will cover the crosswalk evaluations and discuss FY 22-23 locations. Workshops scheduled to date:
 - **Casselberry:** 9/15 at 10:00 am
 - **Longwood:** 9/13 at 2:00 pm
 - **Seminole County:** 9/15 at 10:00 am
- Data Collection Highlights
 - CAS: Queen's Mirror Circle and Lost Lake Lane
 - RRFB Light (North) – Out or Low Solar (Blocked by Trees)
 - Casselberry is aware of the outage; Working on getting trees trimmed and identifying what is causing the RRFB issue so that it can be repaired.
 - SEM: New Crosswalk at 239 N. Hunt Club Blvd
- [Latest GIS files](#)

Enforcement – Operation Best Foot Forward

- August 23 and 24, 2022 – Back to School theme
 - CPD plans to do enforcement on 8/24 from 8:00 am to 12:00 pm. They are open to enforcing the Melody and Cypress location or Casselberry ES location again. Looking for decoy support (Sheryl has volunteered).
 - LPD planning to enforce at Ronald Reagan and Dog Track Rd.
 - Sem. Co. SO will need to enforce the morning of the 24th; They are looking at Bear Lake & McNeil and/or the [Wekiva Neighborhood Trail crossing on N. Hunt Club Blvd.](#)
 - JoJo will connect with Wekiva ES to explore education opportunities in the area near this crosswalk.
- Please send any contact information for PIOs to Shelby for communications updates.

Education

- Full list of past and upcoming outreach events below.
- Event Totals – Fiscal Year 2022, YTD October 1, 2021 – September 30, 2022
 - Seminole County: 11 events completed of 15 events scoped
 - Casselberry: 4 events completed of 3 – 5 events scoped
 - Final event requested has been scheduled – Latin Jazz Fest
 - Longwood: 4 events completed of 3 – 5 events scoped
- There is a need for additional events throughout “unincorporated” Seminole (outside of Sanford). Partners recommended libraries and pop-up events. Please contact Shelby if you have additional recommendations to share.

BFF Steering Committee Conference Call: Seminole County

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Bike/Walk Central Florida – Emily Hanna

- Working on the Healthy West Orange Trails Connection project. Their team has mapped health disparities and gaps in connections to help prioritize projects. Oct. 1 is “Take Over the Trails Day,” will be coordinating an event through the HWOTC project.
- BWCF’s Bike 5 Cities ride is taking place on Oct. 29, part of the larger Mobility Week celebration (though technically one day after Mobility Week). Please extend Mobility Week to include 10/29 in any of your regional proclamations!

Seminole County Government

Bill Pandos

- Trail connections study with Kittelson continues, hopefully will be wrapped up by the end of September. These standards will be shared. The county hopes to encourage consistency across the trail network and region.
- The missing link for the Winter Springs trail connection has been installed. The county is hoping to do an opening event and is interested in having BWCF participate.
- Wayfinding signage is being updated along the trails. New mapping is being added, along with crossings with QR codes.

Kelly Welch

- The Healthy Lifestyles Grants are being distributed, encourage trail use.
- Kelly will pass along a list of events in Seminole.

Seminole County Sheriff’s Office – Dacia Maisonave

- Dacia shared that her team recently held a bike rodeo with the Live Oak Reserve Board group where Emily will be speaking later this month. She is interested in learning more about the Walking School Bus. Emily will be in touch to share additional information on collaborating.
- Team has been busy with recent events: three bike rodeos, Juneteeth event in Live Oak, Beat the Heat, Family Fun Day.
- Looking to get into more elementary schools and communities for the upcoming school year.
- Shelby hopes to explore partnership opportunities with Seminole School Crossing Guard team, have SCCG team provide the bike/ped safety education while BFF comes in from a driver safety perspective and supports the parents.

City of Casselberry

Dean Fathelbab

- Casselberry on board with workshop dates, will book conference room at the city office.

BFF Steering Committee Conference Call: Seminole County

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



Leonard Barden

- Lenny has been out in the field reviewing the crosswalks on the FY 21-22 Crosswalk Evaluations, exploring opportunities to upgrade signage and add improvements. City is considering adding a pedestrian gateway to the Melody & Cypress crosswalk. It has seen success at the Casselberry ES location.

Casselberry Police Department – Sgt. Matthew Blunt

- No updates beyond enforcement (see above).

City of Longwood – Shad Smith

- Cross Seminole Connector trail is almost complete. There is no specific project page on the website, but Shad can share information if requested.

Orlando Health – Sheryl Aldarondo

- Looking forward to the upcoming Operation BFF! Courtney is available on 8/23 and Sheryl is available on 8/24.

BFF OUTREACH SUMMARY

Recent Events – June through July 2022

- 6/2/22 CASSELBERRY: Wilshire DMV Tabling Outreach
- 6/2/22 SEMINOLE: Winter Springs DMV Tabling Outreach
- 6/19/22 SEMINOLE: Lake Mary Cruise-In Car Show
- 6/20/22 SEMINOLE: Chuluota VFW Presentation

Upcoming Events – Through Sept. 30, 2022

- 8/16/22 SEMINOLE: Live Oak Reserve HOA Board Presentation
- 8/27/22 SEMINOLE: Caffeine & Chrome Car Show
- 9/24/22 CASSELBERRY: Latin Jazz Concert



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SUPPORTING DOCUMENTS

Community Outreach Recaps

Best Foot Forward Community Outreach Recap



Event: International Walk to School Days

Date: Wednesday, Oct. 6 and 20, 2021

Location: Evans and Carrillon Elementary Schools

Contact: JoJo Sturm, jsturm@seminolesheriff.org

Attendance: 200+

BFF Staff: Emily Hanna

Event summary: Best Foot Forward (BFF) partners Seminole County's Sheriff's Office Crossing Guards and Bike/Walk Central Florida used International Walk to School Day as an opportunity to share pedestrian and bicycling safety messages with students and parents. See some of the many smiling faces below from Evans and Carrillon Elementary Schools.

Materials distributed:

- Ped/bike safety activity, color books
- iYield4Ped fliers for parents
- Bookmarks
- iYield4Ped fans

Follow-up/Action items:

- None at this time



Best Foot Forward Community Outreach Recap



Event: 5th Annual Seminole County Sheriff's Office Spooktacular

Date: Thursday, October 28, 2021

Location: Seminole State College, 100 Weldon Boulevard, Sanford, FL 32773

Contact: Sgt. Bryan Theuson, SCSO, 407-665-6650, BTheusen@seminolesheriff.org

Attendance: 500 vehicles including 1500 children per Sgt Theusen, SCSO

BFF Staff: Roni Wood

Event summary: Our Best Foot Forward partner **Seminole County Sheriff's Office** held their **5th Annual Spooktacular Event** at Seminole State College campus. SCSO departments & vendors dressed up in costume and decorated their table/tents to a spooky theme for a drive-thru event.

Hundreds of vehicles lined up following a day of downpouring rain to experience the event which was a huge success as the night skies cleared just in time. **Best Foot Forward** was there waving to attendees and sharing the #iY4Peds sign and pedestrian safety tips for a safe Halloween. As always, Seminole County staffers presented a great event and we look forward to attending this event with them in their community again next year.

Materials distributed:

(Note: We did not hand out much literature since this was a drive through event, but we were able to verbally share pedestrian safety tips with attendees as they passed)

- 5 iY4Peds stickers
- 5 iY4Peds fliers
- 10 activity books

Follow-up/Action items:

- None



Best Foot Forward Community Outreach Recap



Event: Jordan Smelski Foundation's Jordan's Sporting Goods Store

Date: Saturday, December 11, 2021 & Sunday, December 12, 2021

Location: 1201 West S.R. 436 Altamonte Springs 32714 (Old Walgreens Bldg.)

Contact: Steve Smelski, Jordan Smelski Foundation, ssmelski@jordanssmile.org, 407-314-5540; Rowland Kennaii, Rusty's Bicycle Recycle, 407-951-3968

Attendance: +1,000

BFF Staff: Eric Trull, Emily Hanna, Kayla Mitchel, Roni Wood

Event summary: Jordan's Sporting Goods Store is an annual holiday gift give away operated by the Jordan Smelski Foundation. The aim of the event is to ensure that no child goes without a gift during the holiday season. With that, each child that enters is able to select a gift of their choosing, be it a sporting good item, a skateboard, scooter, or bicycle. Each child that received a wheeled gift was also fitted with a helmet by state certified helmet fitters.

In total, 646 children were fit with helmets during the two day event thanks to dozens of volunteers including the Seminole County Crossing Guards, FDOT's donation of their helmet supply, as well as the Jordan Smelski Foundation's purchase of additional helmets to ensure those not riding a bike would leave with the appropriate safety gear!

Materials distributed:

- 30 Helmet fit guides
- 50 bike light sets
- 80 BWCF backpack lights
- 646 iYield4Ped fliers
- 646 kids activity books

Follow-up/Action items:

- No action items.



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Best Foot Forward Community Outreach Recap



Event: 10th Annual Matt Miller Motor Skills Challenge, Seminole County

Date: Saturday, February 26, 2022

Location: 200 Seminole Town Center, Sanford, FL 32771

Contact: Seminole County Dep Sheriff Brian Woods (407) 474-4779, Bwoods@seminolesheriff.org

BFF Staff: BFF Roni Wood

Event summary: BFF's Roni Wood attended the Motor Skills Challenge on Saturday in Seminole County with eleven different law enforcement agencies and forty-seven total competitors. Roni spoke to attendees, comprised of the competitors families and civilian spectators, about the Best Foot Forward Program and what we do in the community, educating everyone about Florida's Driver Yield Law. She also spoke to children about the importance of always wearing a bicycle helmet just like the officers & deputies were today when riding.

Materials distributed:

- 45 iY4Peds magnets
- 45 iY4Peds fliers
- 23 iY4Peds pens
- 25 Activity Books
- 4 Digi screens

Follow-up/Action items: There are no follow up action items



Best Foot Forward Community Outreach Recap



Presentation: Seminole Homeschoolers PE Class (Seminole County)

Date: Thursday, April 7, 2022

Location: Riverside Park Rec Center, 1600 Lockwood Blvd., Oviedo, FL 32765

Contact: Michael McGarvey, E: michaelmcgarvey@cityofoviedo.net, (407) 340-7799

BFF Staff: Roni Wood

Attendance: 23 children + 2 adults

Event summary: There were twenty-three homeschool students present today to watch the Best Foot Forward Children's Presentation presented by Roni Wood. We the covered responsibilities of drivers, pedestrians, and cyclists and how we must all do our part in safety. The students listened and shared stories at the end. The Seminole County Sheriff's Office Crossing Guards have an amazing children's program for public schools and generally cover this area. However, this was a great opportunity for Best Foot Forward to educate non-traditional school students!

Additionally, Roni went over the ABCs of cycling and reminded students to go home and check their bicycles today for good air, brakes, and chain. She spoke about how children that ride their bicycle daily even make better grades in school!

Note: Not every student wanted to be included in the photos so only those that did were taken.

Materials distributed:

- 25 iY4P stickers
- 25 iY4P magnets
- 25 iY4Peds pens
- 23 Ryder Activity Books
- 23 Bike Riding Dangers Sheet

Follow up/Action item: There are no follow up action items.

Best Foot Forward Community Outreach Recap



Event: 3rd Annual Seminole Spring Festival/Car Show
Sponsored by Special Needs Advocacy Program

Date: Saturday, April 16, 2022

Location: Seminole Town Center, 181 Town Center Circle, Sanford, FL 32771

Contact: Mike Berren (407) 415-4223, E: mberren@specialneedsabilityprogram.org

BFF Staff: Roni Wood

Attendance: 800

Event summary: The Seminole County Spring Festival & Car Show was sponsored today by the Special Needs Advocacy Program in Seminole County. Attendees walked around and looked at cars from event sponsored vehicles to comic decorated cars, muscle cars, oldies and more.

Best Foot Forward was there with a table in effort to engage and educate attendees. We gave out safety materials and reminded drivers to always yield for pedestrians. Pedestrians have the right of way and drivers must do their best to yield and protect them. Part of her education to folks, BFF Roni Wood shared how the tri-county area of Orange, Osceola & Seminole Counties are on the list as the #1 most dangerous place for pedestrians to walk in the nation and in driver vs pedestrian collisions.

Additionally, as the location of this event was close to many Seminole County Trails, Roni fit 30 people with free bicycle helmets, handed out trail maps, and discussed the responsibilities of a cyclist.

Despite it being a very hot day, at least 500 people received iY4Peds fliers as they walked through the event. This was a great opportunity for educating people in Seminole County.

Materials distributed:

- 200 iY4P stickers
- 100 iY4P magnets
- 500 iY4P fliers
- 50 iY4Peds pens
- 50 iY4Peds paddle fans
- 98 Ryder Activity Books
- 30 personally fitted bicycle helmets with signatures

Best Foot Forward Community Outreach Recap

Follow up/Action item:

- Reach out to Boy Scout Pack 242 E:
shelley.scoconsulting@gmail.com
- Jim Catlette, Victim struck in Sem Co near 434/436 walks with scooter now. Broke femur and changed life E: jimcatlette557@gmail.com (send him his photo) and maybe speak to him further about his story



Best Foot Forward Community Outreach Recap



Event: Walk like MADD (Seminole County)

Date: Sunday, May 7, 2022

Location: Cranes Roost Park, 274 Cranes Roost Blvd, Altamonte Springs, FL 32701

Contact: Event: Kristi McElroy, Program Director, E: Kristi.McElroy@madd.org, (407) 831-6233, E: watermedaservices@icloud.com

BFF Staff: Roni Wood

Attendance: 300 attendees including vendors/staff volunteers

Event summary: Seminole County Sheriff Lemma thanked the different law enforcement agencies and partners who came out for the Walk like MADD walk to bringing awareness to not only drunk driving but impaired driving as well. He stated that statistics are higher now due to the pandemic, people losing jobs, and folks turning to substances.

Best Foot Forward (BFF) was there to support the event and share information about the Best Foot Forward Program. BFF's Roni Wood shared how we work with the Seminole County Sheriff's Office to cut down on crosswalk violators to save lives in addition to the work BFF does around Seminole County to educate drivers on their responsibility to the crosswalk law.

Orlando News 6 "Trooper Steve" came by the BFF tent, and we grabbed a photo for social media. We requested he remind listeners this week about Operation Best Foot Forward "Crosswalk Crackdown" in Orange, Osceola & Seminole Counties. Trooper Steve is always a great support to the program.

In total, BFF was able to educate approximately 160 people at the event!

Materials distributed:

- 150 iY4P magnets
- 150 iY4Peds fliers - English
- 5 iY4Peds fliers – Spanish
- 11 Ryder Activity Books
- 2 West Orange Trail Maps
- 2 Apopka Trail Maps
- 10 Interactive Trail Maps

Follow-up/Action items: There are no follow up action items.

Best Foot Forward Community Outreach Recap



Event: Winter Springs / Seminole County Tax Collector's Office/DMV

Date: Thursday, June 2, 2022

Location #2 of 2 in Seminole County: Winter Springs Branch, 1495 E. SR 434, Winter Springs, FL 32708

Contact: Gladys Ochoa, Manager, E: Gladys.Ochoa@SeminoleCounty.tax

BFF Staff: Roni Wood

Attendance: 68 attendees

Event summary: Best Foot Forward's Roni Wood shared pedestrian safety tips with people coming into the Winter Springs Branch of the Seminole County Tax Collector's/DMV Office office for a driver license, tax payment or other need. Roni even had the opportunity to meet & educate the Seminole County Tax Collector himself, JR Knoll who stopped by the office for a few moments to drop something off.

Outreach at this branch was a great chance to share the Driver Yield Law with drivers and a couple of new drivers to the road as well. We educated 59 people in two hours and 9 staff members with the iY4Peds literature. It was a great afternoon for education in Seminole County.

Materials distributed:

- 41 iY4Peds magnets
- 67 iY4Peds fliers – English
- 1 iY4Peds fliers – Spanish
- 4 Ryder Activity Books
- 7 Interactive Trail Maps

Follow-up/Action items:

- It was suggested by a teacher that we reach out to Indian Trails ES in Winter Springs. We will pass the info to JoJo in Seminole County.

Best Foot Forward Community Outreach Recap



Mustang drivers support BFF mission



Lk Mary Cyclist Eric on a ride



Father's Day fun in his corvette



Event: Lake Mary Cruise-In Car Show (Seminole County)

Date: Sunday, June 19, 2022

Location: Lake Mary City Hall, 100 N. Country Club Road, Lake Mary, FL 32746

Contact: Jamie Hempel, City of Lake Mary Events Manager, E: jhempel@lakemaryfl.com, (407) 585-1421

BFF Staff: Roni Wood

Attendance: 300 attendees

Event summary: It's Father's Day and what better way than to spend a morning with Dad visiting a car show. That's what many fathers & children did today attending the Lake Mary Cruise-In at Lk Mary City Hall. It was a well-attended event located between two Seminole County Best Foot Forward (BFF) crosswalks at N. Ronald Reagan Rd. & Longwood Lake Mary Blvd. and International Parkway at the Westin Hotel. BFF's Roni Wood shared information on the crosswalk law and how if drivers violate in Seminole County the fine is \$166 and +3 points on their license.

Several community members shared stories and their appreciation for the Best Foot Forward program as well. A triathlete stopped to get our brochure and thanked Roni for what BFF is doing and she he appreciates more than ever now. He was distraught over his friend who was just struck two days ago on Sanford Blvd as a cyclist by a hit & run driver who later returned to the scene saying she thought she had struck an animal. His friend who is in serious condition in the hospital was a high-level cyclist and now his life is changed forever, and he may even lose a leg. Two other attendees shared stories of knowing someone also struck by drivers in Central Florida. These collisions are life changing! This is all too familiar for Roni, and she hears this at almost every event she tables.

In addition, this location, a mile and a half east of the Cross Seminole Trails, saw several cyclists while out for their Sunday ride. One gentleman said they will ride 32-miles today and appreciated the new Interactive Trail Map from Bike/Walk Central Florida. One couple who was riding not wearing helmets left the event with two brand new properly fitted helmets and were so appreciative. Another lady was wearing her daughter's helmet and Roni took the opportunity to tighten the straps, so the riders was safe while riding.

Best Foot Forward Community Outreach Recap



Overall, this was a great morning and Roni was able to educate a lot of people and fit 38 helmets in Seminole County today.

Materials distributed:

- 155 iY4P magnets
- 204 iY4Peds fliers - English
- 4 iY4Peds fliers – Spanish
- 10 iY4Peds pens
- 11 Biking Rules Book
- 2 Safe Mobility Brochures
- 44 Ryder Activity Books
- 20 Interactive Bicycle Trail Maps
- 38 fitted bicycle helmets with signatures, most of which were adults and lots were Dads on this Father's Day, signatures reported to Ped/Bike Resource Center

Follow-up/Action items:

- There were many requests to perform outreach and education in Lake Mary!

Best Foot Forward Community Outreach Recap



VFW Post 10139 sign



VFW Post Board Members holding iY4P Magnets



Presentation: East Seminole County VFW Post 10139 (Seminole County)

Date: Monday, June 20, 2022

Location: 300 Lake Mills Avenue, Chuluota, FL 32766

Contact: Don LaFlamme, Post Commander, E: post10139@gmail.com, (407) 359-5020

BFF Staff: Roni Wood

Attendance: 14 attendees

Event summary: Best Foot Forward's Roni Wood presented to the East Seminole County VFW Post 10139 in Chuluota, nearby the Best Foot Forward crosswalk at Snow Hill Rd. & Jacobs Trail. She shared information about the BFF coalition and how the program educates drivers on the crosswalk law and getting drivers to yield for pedestrians and encouraged them as pedestrians to always use crosswalks. There aren't many sidewalks in this rural area of Seminole County, so Roni reminded them to walk facing traffic when no sidewalk is provided if they are out for a walk, as it is the safest way for a pedestrian to be seen by drivers. She shared how Seminole County joined Best Foot Forward in 2019 and works to save pedestrian lives. The members thanked us for the presentation and went on with their post business for the rest of the evening.

The outreach presentation was held in a rural area of Seminole County in the Town of Chuluota there was an old school building from the 1920's converted to a volunteer Fire Department and now the location of East Seminole County VFW Post 10139. VFW stands for Veterans of Foreign Wars. These former military members come together to enjoy company in the restaurant and partake in the meetings of the VFW organization. They had their monthly meeting tonight and it began with the Best Foot Forward Presentation.

Materials distributed:

- 25 iY4P magnets; 25 iY4Peds fliers – English; 25 iY4Peds pens

Note: Only 14 attendees were present, but she left extras for the attendees coming in for the next meeting this evening.

Follow-up/Action items:

Best Foot Forward Community Outreach Recap



Presentation: Live Oak Reserve Board

Scoped Partner: Seminole County

Date: Tuesday, August 16, 2022, at 7:00 pm

Location: Board Clubhouse, 1901 Live Oak Reserve Blvd. Oviedo, Florida 32766

Contact: Amanda Haas, amandaehaas@hotmail.com

Attendance: 18 attendees

BFF Representatives: Shelby Villatoro

Event Summary: xx

BFF partner and Seminole County School Crossing Guard Coordinator, Dacia Maisonave, also joined the meeting to share any insights and hear conversations about the Walking School Bus program interest from residents.

Materials Distributed:

- 18 iY4Peds magnets
- 18 BFF Citation Flyers – English

Action Items/Follow Up:

- **Emily H.:** Follow up with the community about walking school bus opportunities.

Best Foot Forward Community Outreach Recap



Event: Caffeine & Chrome Car Show at Gateway Classic Cars

Scoped Partner: Seminole County

Date: Saturday, August 27, 2022

Location: Gateway Classic Cars, 635 Century Point Lake Mary, FL 32746

Contact: Rachel Koehnemann, Marketing Coordinator, Email: rachel@gatewayclassiccars.com, (618)271-3000

Attendance: 125 attendees

BFF Staff: Roni Wood

Event Summary: During the Caffeine & Chrome Car Show, BFF Program Manager Shelby spoke with attendees about Florida's driver yield law, sharing educational resources and giveaways with attendees. One older attendee reported once being an avid cyclist and member of the Florida Freewheelers but shared that he no longer rides because he does not feel safe riding on the roadways with today's drivers.

Though many participants did not seem to want to walk up to the BFF tent, those who did come up or who were approached by the BFF team had great conversations and shared their appreciation for our work to make the roads safer for all road users.

Materials Distributed:

- 5 iY4Peds magnets
- 13 BFF Citation Flyers – English
- 5 Activity Books
- 7 MetroPlan Orlando "Future Path" Coloring Books
- 1 Florida's Guide to Safe Mobility for Life
- 25 Alert Today Florida Digiscreens
- 2 "Don't Be a Zombie" Bookmarks
- 1 Pedestrian Law Synopsis
- 2 Safe Walking Stickers
- 1 Bike Signs, Signals and Markings Brochure

Best Foot Forward Community Outreach Recap



Event: Maranatha Seventh Day Adventist Church Health Expo

Scoped Partner: Seminole County

Date: Sunday, September 24, 2022

Location: 1400 Bear Lake Road, Apopka, FL 32703

Contact: Joann (386) 315-3810

Attendance: 150

BFF Staff: Roni Wood

Event Summary: Blood pressure, weight management, nutrition and safety were some of the topics covered yesterday at the Maranatha Seventh Day Adventist Church Health Expo. This church is one block away from our BFF Crosswalk at Bear Lake Road & McNeil in Seminole County. Our crosswalk here does not have a good driver yield rate with stats showing less than 40% of drivers will yield. Education in this area is a great help. One man stated he rides his bicycle to work and everywhere he goes and how he is even afraid as a cyclist to cross here. He has even seen our Operation Best Foot Forward in action and hopes it will help.

Our BFF Roni Wood shared how we work to get drivers to: 1) change one behavior to yield for pedestrians and 2) get pedestrians to use crosswalks. Roni also spoke to a local Dollar General Truck Driver who mentioned how scary it can be as a truck driver with vehicles on the road, but he pays even closer attention to the pedestrians. "They are the ones that need special attention from us," he said. He was so happy to see what BFF does to bring awareness.

Overall, this was a great event with many local vendors, the Big Red Bus and even Seminole County Fire Department stopped by to blare the horn for children.


Materials distributed:


- 52 - iY4Peds magnets
- 73 - iY4Peds fliers-English attendees + 25 vendors
- 6 – iY4Peds fliers – Spanish
- 8- iY4Peds fliers - Creole
- 38- Activity Books

SUPPORTING DOCUMENTS


Driver Yield Rate Reports




SITE ID & NAME			SITE DETAILS										PROXIMITY & LAND USE CONTEXT					DRIVER BEHAVIOR							
ID			Jurisdiction	Years Mon.	Speed Limit	Daily Traffic	Travel Lanes	Bike Lanes	Status	School X-ing	Trail X-ing	X-ing Type	Nearest School (MI)	Nearest Park (MI)	Nearest Bus Stop (MI)	Comm.	Res.	Mix. Use	Total Hard Brakes (All Time)	Total Trapped Peds (All Time)	Yield Distance < 30 ft. (#)	Yield Distance > 30 ft. (#)	Yield Distance < 30 ft. (%)	Yield Distance > 30 ft. (%)	Last Update
54	Bear Lake Rd. & McNeil Rd.		Seminole County	4	35	9,700	2	None	Active	Yes	No	Semi-controlled intersection	0.45	0.30	0.91		X		4	118	157	353	30.8%	69.2%	Sept 22
55	International Parkway at the Westin Hotel		Seminole County	4	45	20,500	5	Marked, Slot (2)	Active	No	No	Midblock	1.19	0.21	0.18	X			17	21	123	1372	8.2%	91.8%	Sept 22
59	E.E. Williamson Rd. at Seminole Wekiva Trail		Seminole County	4	35	12,500	3	None	Active	No	Yes	Midblock	0.69	1.12	1.49			X	9	25	135	817	14.2%	85.8%	Sept 22
179	Lake of the Woods Blvd. & N. Carolwood Blvd.		Seminole County	2	30	N/A	2	None	Active	Yes	No	Semi-controlled intersection	0.36	0.15	0.03		X		13	60	122	223	35.4%	64.6%	Sept 22
180	Snow Hill Rd. & Jacobs Trail		Seminole County	2	45	N/A	3	None	Active	Yes	Yes	Semi-controlled intersection	0.18	0.01	> 2 Mi		X		14	32	54	139	28.0%	72.0%	July 22
215	Sand Lake Rd. & Forest Park Cir.		Seminole County	1	35	12,300	3	None	Active	Yes	No	Midblock	0.71	0.44	1.03		X		2	0	19	109	14.8%	85.2%	Sept 22
225	SR 426 (Aloma) & Howell Branch Rd.		Seminole County	1	45	36,500	5	Marked (2)	Active	No	Yes	Controlled intersection	1.65	0.19	0.69	X	X		7	0	55	87	38.7%	61.3%	Sept 22
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.		Seminole County	1	30	12,000	6	None	Active	No	No	Controlled intersection	1.17	0.31	1.49	X	X		4	0	93	308	23.2%	76.8%	Sept 22
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane		Seminole County	1	45	33,500	9	Slot, Marked (2)	Active	No	No	Controlled intersection	0.91	0.59	> 2 Mi	X			6	0	24	56	30.0%	70.0%	Sept 22
254	Hunt Club Blvd. at Wekiva Neighborhood Trail		Seminole County	1	35	11,000	4	None	Active	No	No	Midblock	0.77	0.04	1.12		X		0	16	18	10	64.3%	35.7%	Aug 22


SITE ID & NAME		DRIVER YIELD RATES														BIKE PED CRASHES						
ID		BASE RATE	2017 AVG.	2018 AVG.	2019 AVG.	2020 AVG.	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	FY 21-22 AVG	12-21 BP Crashes - 70ft	12-21 Avg Ann. BP Crashes - 70ft	Mar '17 - BP Crash - 2 MI	Mar '17 - BP Crash - 1 MI	Mar '17 - BP Crash - 0.5 MI	Mar '17 - BP Crash - 0.25 MI
54	Bear Lake Rd. & McNeil Rd.	35%			35%	40%		31%			21%		27%	14%	18%	22%	1	0.1	122	9	5	3
55	International Parkway at the Westin Hotel	74%			74%	94%	85%			77%			49%	78%	76%	79%	0	0.0	64	26	15	13
59	E.E. Williamson Rd. at Seminole Wekiva Trail	77%			77%	85%	78%			77%			72%	71%	86%	77%	0	0.0	53	15	4	1
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	37%					29%			16%		24%		45%	16%	26%	0	0.0	139	53	12	0
180	Snow Hill Rd. & Jacobs Trail	10%					20%		41%			16%		19%		24%	1	0.1	11	5	2	1
215	Sand Lake Rd. & Forest Park Cir.	18%					29%				20%		26%	4%	9%	18%	0	0.0	81	28	4	0
225	SR 426 (Aloma) & Howell Branch Rd.	23%					24%							72%	72%	48%	3	0.3	109	25	4	4
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	37%								58%			80%	74%	73%	66%	1	0.1	94	21	11	9
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	18%					20%			26%				52%	51%	33%	0	0.0	46	25	13	10
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	16%													16%	16%	1	0.1	N/A	N/A	N/A	N/A

SITE ID & NAME		ENFORCEMENT														
ID		NOV 2021 WARN	NOV 2021 YIELD CT	FEB 2022 WARN	FEB 2022 YIELD CT	MAY 2022 WARN	MAY 2022 YIELD CT	MAY 2022 PED CT	AUG 2022 WARN	AUG 2022 YIELD CT	FY 21-22 TOTAL DETAILS	FY 21-22 TOTAL WARN	FY 21-22 TOTAL YIELD CT	TOTAL DETAILS	TOTAL WARN	TOTAL YIELD CT
54	Bear Lake Rd. & McNeil Rd.								13	7	1	13	7	3	27	16
55	International Parkway at the Westin Hotel	1	4								1	1	4	3	14	13
59	E.E. Williamson Rd. at Seminole Wekiva Trail					10	0				1	10	0	1	10	0
179	Lake of the Woods Blvd. & N. Carolwood Blvd.										0	0	0	0	0	0
180	Snow Hill Rd. & Jacobs Trail					12	0				1	12	0	2	30	7
215	Sand Lake Rd. & Forest Park Cir.		26								1	0	26	1	0	26
225	SR 426 (Aloma) & Howell Branch Rd.										0	0	0	0	0	0
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.										0	0	0	0	0	0
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane			9	0						1	9	0	1	9	0
254	Hunt Club Blvd. at Wekiva Neighborhood Trail								6	7	1	6	7	1	6	7

SITE ID & NAME		ENGINEERING											PARTNER CONSIDERATIONS								
ID		Engineering Updates & Notes	School Crossing (S1-1) + arrow	PED W11-2 Ahead	PED W11-2 with arrow	In-street yield sign (R1-6)	In-street stop sign (R1-6a)	Yield Here to PED (R1-5, 5a)	Stop Here for PED (R1-5b, 5c)	Advance stop/yield markings	R10-15 Turning Vehicles Yield	Special Emphasis X-Walk	Refuge Island	Raised medians/ Islands	ADA	RRFB	Dist.	ES Zone	MS Zone	HS Zone	
54	Bear Lake Rd. & McNeil Rd.	No engineering updates as of 05/2020.	X									X				X		D3 SEM	Bear Lake ES	Teague MS	Lake Brantley HS
55	International Parkway at the Westin Hotel	04/2020- Request to split RRFBs. Mike to check with sign shop about capabilities. Previously- Has flashers.	X	X	X				X			X	X			X	X	D5 SEM	Region 1 ES	Sanford MS	Seminole HS
59	E.E. Williamson Rd. at Seminole Wekiva Trail	No engineering updates as of 05/2020.			X				X			X				X	X	D4 SEM	Woodlands ES	Rock Lake MS	Lyman HS
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	None	X	X	X											X		D4 SEM	English Estates ES	South Seminole MS	Lake Howell HS
180	Snow Hill Rd. & Jacobs Trail	None	X	X	X											X		D1 SEM	Walker ES	Chiles MS	Hagerty HS
215	Sand Lake Rd. & Forest Park Cir.	None	X		X											X		D3 SEM	Wekiva ES	Teague MS	Lake Brantley HS
225	SR 426 (Aloma) & Howell Branch Rd.	None		2022							X					X		D1 SEM	Eastbrook ES	Tuskawilla MS	Lake Howell HS
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	None			X											X		D4 SEM	Longwood ES	Milwee MS	Winter Springs HS
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None			X											X		D2 SEM	Rainbow ES	Indian Trails MS	Winter Springs HS
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None			X								X					D3 SEM	Wekiva ES	Teague MS	Lake Brantley HS

SITE ID & NAME		DATA COLLECTION OBSERVATIONS (FY 21)			
ID		Oct/Nov 2021	December 2021	January-February 2022	March-April 2022
54	 Bear Lake Rd. & McNeil Rd.	None	None	Added ADA tactile to countermeasure list	Drivers speeding and distracted; Peds crossing outside of crosswalk; 20 mph when school zone flashing
55	International Parkway at the Westin Hotel	None	Drivers are speeding and distracted; drivers disregarding signs; some drivers accustomed to stopping because of RFB; lighting fixtures present; near Seminole Wekiva trail	None	Drivers distracted; drivers speeding; Peds crossing outside of crosswalk; RFB present
59	E.E. Williamson Rd. at Seminole Wekiva Trail	None	Westbound traveling at higher speeds; Markham Woods after school program changes school crossing times for some; RFB not working properly.	None	Drivers speeding; pedestrians crossing outside of crosswalk; RFB light out; WB traffic speeding faster
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	None	None	No crosswalk on other side of road; Added ADS tactile surface	High speeding, especially eastbound; Visibility issues eastbound; See email recap
180	Snow Hill Rd. & Jacobs Trail	None	Drivers are distracted and speeding; near trailhead and school; horse sign	Drivers speeding; roadway is wide	None
215	Sand Lake Rd. & Forest Park Cir.	Drivers disregard peds; speeding	None	Drivers speeding; Near school; Added ADA tactile surfaces to countermeasure list	Drivers speeding and distracted; Peds crossing outside of crosswalk; Cracked ADA surfaces
225	SR 426 (Aloma) & Howell Branch Rd.	Peds crossing outside crosswalk;	None	Added some ADA; tactile warning surfaces present	Peds not obeying pedestrian signal; Faded markings; Jogging club uses intersection
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	Railroad crossing; a lot of passing behind	None	None	Drivers speeding and distracted; Confusing T-Intersection with visibility issues
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	Peds and cyclists not obeying traffic signal	None	Added some ADA; tactile warning surfaces present	Drivers distracted; peds not included pedestrian signal; Lots of rolling stops
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	None	None	None

SITE ID & NAME		22			Hazards of Note	2020 Workshop Notes
ID		May-June 2022	July-Aug 2022			
54	Bear Lake Rd. & McNeil Rd.	Crosswalk markings faded	Cracked asphalt in crosswalk that has created a dip; Drivers speeding	None	None	
55	International Parkway at the Westin Hotel	None	Pedestrian said crosswalk is dangerous; Very few cyclists use crosswalk, most ride along International Parkway	None	None	
59	E.E. Williamson Rd. at Seminole Wekiva Trail	Drivers speeding; Trail crossing with signage	Sign obstructed by foliage on trail; Peds/cyclists not obeying ped signal	None	None	
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	Drivers speeding; Peds crossing outside of crosswalk; Trees block signage	Visibility issues due to road curve; Drivers speeding; X markings don't reach the side of the road; Siewalk needed	None	None	
180	Snow Hill Rd. & Jacobs Trail	Slip lane; Near trail	Drivers speeding; tree trimming in progress	None	None	
215	Sand Lake Rd. & Forest Park Cir.	None	Displaced ADA ramp on north side; Crosswalks faded	None	None	
225	SR 426 (Aloma) & Howell Branch Rd.	None	Signs have fliers taped to them; Peds crossing outside of crosswalk	None	None	
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	Signage is faded, missing and damaged	No signage at crosswalk, either direction; Peds/cyclists crossing outside of crosswalk	None	None	
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None	Visibility issues makes crosswalk hard to predict (know its coming) for driver; ADA at Circle K is damaged; Plants blocking sidewalk which blocks visibility when turning right into slip lane	None	None	
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	Drivers speeding/distracted; Peds crossing outside of crosswalk; Tactile surface needs replacement; Visibility issues; A lot of peds cross from Beaufort to trail/park and back; Maintenance of foliage recommended.	None	None	

SITE ID & NAME		NOTES	
ID		2021 Workshop Notes	FY22 Workshop Notes
54	Bear Lake Rd. & McNeill Rd.	School zone.	Continue monitoring, refer to recommendations document for details, RRR project in the next 6-12 months
55	International Parkway at the Westin Hotel	Lundtime pedestrian activity.	Continue monitoring, push button encouragement recently installed, potential automatic ped detection, bigger signs to be ordered
59	E.E. Williamson Rd. at Seminole Wekiva Trail	None	Continue monitoring, completed construction, high yield rates when button pushes, automatic ped detection?
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	Crosswalk missing ramp or sidewalk on either side.	Community concern, no ADA, crosswalk to nowhere, sidewalk gap identified, speed issue, LYNX stop with no landing
180	Snow Hill Rd. & Jacobs Trail	Flagler Trailhead	Continue monitoring, school zone, Flagler trail crossing, high speeds, productive enforcement, potential RRFB
215	Sand Lake Rd. & Forest Park Cir.	None	Community concern, not guarded near Pace Brantley, no sidewalk north of Sand Lake
225	SR 426 (Aloma) & Howell Branch Rd.	None	Cady Way and Cross Seminole trail connection, high ped activity and room for improvements
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	None	Future resurfacing project, jogged crossing, trail connections from Longwood Hills to Ronald Reagan
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None	Slip lane is positioned too far in, peds cannot see oncoming drivers, drivers are honking/yelling at peds, MPO Corridor Safety study
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	None



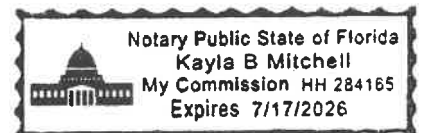
SUPPORTING DOCUMENTS

Financial Statement of Activity

Bike/Walk Central Florida
Statement of Activity by Class
 October 1 2021 - September 30 2022

	<u>125- BFF Seminole</u>
Revenue	
Contributions & Grants	
Public Agency & University Grants	
Local Government Grants	60,000.00
Corporate Contributions	
Total Contributions & Grants	<u>\$ 60,000.00</u>
Total Revenue	<u>\$ 60,000.00</u>
Gross Profit	<u>\$ 60,000.00</u>
Expenditures	
Program Expenditures	
Program Supplies	1,301.07
Mileage, Parking & Tolls	1,628.22
Total Program Expenses	<u>\$ 2,929.29</u>
Professional Services	
Program Administration	1,030.00
Accounting	600.00
Executive Director	8,612.46
Program Management	10,184.72
Project Consultants	2,660.50
Community Outreach	13,603.16
External Communications	4,571.15
Marketing Services	935.00
Enforcement	3,049.50
Data & Report Mgt	7,290.97
Total Professional Services	<u>\$ 52,537.46</u>
Administrative Expenses	
Rent & Storage	1,920.00
Postage	
Printing and Copying	53.64
Office Supplies	41.00
Information Technology	683.00
Hardware & Software	390.00
Web Site Expense	20.57
Telephone	43.60
Insurance	502.00
Conferences & Meetings	
Speaker Fees	
Total 66000 Administrative Expenses	<u>\$ 3,653.81</u>
Total Expenditures	<u>\$ 59,120.56</u>
Net Revenue	<u>\$ 879.44</u>

Emily Hama



Kayla B Mitchell
 14th November 2022



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7486

Title:

Presentation - County Manager Recruitment Update (**Renee, Narloch, Narloch and Associates**)



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7474

Title:

Approve and authorize the Chairman to execute the Memorandum of Agreement with Meals on Wheels Etc. for Disaster/Emergency Food Services - Countywide (**Alan Harris, Chief Administrator Emergency Management**)

Division:

County Manager Office - Emergency Management

Authorized By:

Alan S. Harris

Contact/Phone Number:

407-665-5017

Background:

Meals on Wheels agreement will be utilized during times of major emergencies and disasters for first responders, staff working in emergency operations, and disaster response centers for victims/evacuees.

Staff Recommendation:

Staff recommends the Board of County Commission authorize the Chairman to execute the Memorandum of Agreement with Meals on Wheels Etc.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SEMINOLE COUNTY AND MEALS ON WHEELS, ETC., INC.**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **MEALS ON WHEELS, ETC., INC.**, a Florida not-for-profit corporation, whose address is 2801 S. Financial Court, Sanford, Florida 32773, hereinafter referred to as “MEALS ON WHEELS”.

WITNESSETH:

WHEREAS, the purpose of this MOU is to memorialize the intent of the parties to establish a contractual arrangement for MEALS ON WHEELS to provide food to COUNTY’s responders and staff during times of emergencies and disasters based on a pre-negotiated contract price schedule; and



WHEREAS, COUNTY and MEALS ON WHEELS intend to create and agree upon an annual, one (1) year Price Schedule and Letter Agreement for pricing of food during times of emergency at least one (1) month prior to the start of each hurricane season, that is, agree upon the terms of a contract prior to May 1 of each year, for a contract term commencing June 1 of that year and ending May 31 of the following year,

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

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Mutual Responsibilities.

(a) COUNTY and MEALS ON WHEELS will negotiate in good faith to create and agree upon an annual, one (1) year Price Schedule for provision of food to responders and COUNTY staff during times of emergency at least one (1) month prior to the start of each hurricane season, that is prior to May 1 of each year for a term commencing June 1 of that year and ending May 31 of the following year. The Price Schedule for 2023-2024 is attached to this Agreement as Exhibit A. This Price Schedule is to be implemented each year in the form of a Letter Agreement similar to Exhibit A. Exhibit A and each subsequent one (1) year Letter Agreement is deemed to include all of the provisions specified in this MOU.

(b) The Emergency Management Division is delegated the authority by the Seminole County Board of County Commissioners to negotiate and enter into the Letter Agreement described in subparagraph (a) above, provided the new prices set forth in the new Letter Agreement are not more than three percent (3%) higher than the prices set forth in the prior Letter Agreement.

(c) Upon execution of an appropriate Letter Agreement as described in the previous subparagraph, MEALS ON WHEELS will provide food to responders and COUNTY staff during times of emergencies and disasters and charge based on the pre-negotiated annual Letter Agreement described above.

(d) It is understood that this MOU and any Letter Agreement under it are non-exclusive and do not preclude COUNTY from entering into a similar agreement with another agency.

(e) Upon activation of an Incident Command Post or the Seminole County Emergency Operations Center (EOC), a request can be made to MEALS ON WHEELS by the Logistics Section Chief for food for responders and EOC staff. This is done when EOC staff, responders or both are unable to leave their posts due to long duration events.

(f) MEALS ON WHEELS will provide the types of meals / menu to be served to the COUNTY prior to the production / delivery of any food. It is understood different substitutions

must be made due to supply of food at the time of the request. This must be agreed upon before production is started.

Section 3. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this MOU and the annual Letter Agreements described in Section 2 above. In addition, MEALS ON WHEELS, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) **All specifications noted herein are REQUIRED unless waived in writing by COUNTY.**

(1) Before commencing work, MEALS ON WHEELS must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 3(d) and including the following as Certificate Holder and Additional Insured as noted in Section 3(b)(11):

Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage. Until such time as the insurance is no longer required to be maintained by MEALS ON WHEELS, MEALS ON WHEELS must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 3(b)(1) of cancellation, non-renewal, or restriction. In the event a policy cannot be endorsed to provide the necessary notice, a letter on the agent's stationery can be accepted.

(3) **The certificate must have this Agreement title marked on its face.**

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, MEAL ON WHEELS must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section 3(d). Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

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

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal will not be included within the policy limits but must remain the responsibility of insurer.

(8) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY will apportion the proceeds between COUNTY and MEALS ON WHEELS as their interests may appear.

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by MEALS ON WHEELS in accordance

with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of MEALS ON WHEELS. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, MEALS ON WHEELS must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and MEALS ON WHEELS will remedy any deficiencies in the policies of insurance within ten (10) days.

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

(11) Additional Insured: The Seminole County Board of County Commissioners and their respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

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

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 3(d)(1) (Workers' Compensation/Employer's Liability) authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as that statute may be amended from time to time.

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company(i) loses its Certificate of Authority or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, then MEALS ON WHEELS must immediately notify COUNTY as soon as MEALS ON WHEELS has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MEALS ON WHEELS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, MEALS ON WHEELS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of MEALS ON WHEELS under this Agreement, MEALS ON WHEELS will, at its expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by MEALS ON WHEELS and must be maintained in force until final completion or such other time as required by this

Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(1).

(2) Commercial General Liability.

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements

other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) MEALS ON WHEELS will maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by MEALS ON WHEELS must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 3(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(D) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(2).

(E) The Seminole County Board of County Commissioners and their respective officials, officers and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS for those sources of liability which would be covered by Section II of the latest edition

of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	\$500,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$500,000
(2)	<u>Commercial General Liability:</u>	
	General Aggregate	Two Times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
(3)	<u>Business Auto Policy:</u>	
	Each Occurrence	\$1,000,000

Section 4. Indemnification.

(a) COUNTY expressly acknowledges and accepts its responsibility under applicable law and to the extent permitted by law agrees to indemnify, defend, and hold MEALS ON WHEELS harmless for loss, damage, or injury to persons or property arising out of or resulting from COUNTY's activities described in Section 2 above, unless, however, such claim or demand arises out of or results from the negligence of MEALS ON WHEELS its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as that statute may be amended from time to time.

(b) MEALS ON WHEELS expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from MEALS ON WHEELS's activities described in Section 2 above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both MEALS ON WHEELS and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes.

(d) The parties further agree that nothing contained herein will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(e) The waiver of a provision in Section 3 by either party will not constitute the further waiver of this provision or the waiver of any other provision of this Section 4.

Section 5. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance herewith:

As to COUNTY:

Chief Administrator

Office of Emergency Management
150 Eslinger Way
Sanford, Florida 32773

As to MEALS ON WHEELS:

Michael McKee, Executive Director
Meals on Wheels, Etc.
2801 S. Financial Ct.
Sanford, FL 32773
(407) 333-8877

Section 6. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County, Florida is the sole venue for any legal action in connection with this MOU.

Section 7. Parties Bound. This MOU is binding upon and inures to the benefit of MEALS ON WHEELS and COUNTY, and their successors and assigns.

Section 8. Conflict of Interest.



(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as that statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this MOU.

(c) Pursuant to Section 216.347, Florida Statutes, as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 9. Entire Agreement.

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

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

Section 10. Severability. If any provision of this MOU to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 11. Term. The term of this MOU is for five (5) years from the date of execution, unless extended by mutual agreement of COUNTY and MEALS ON WHEELS. Either party may terminate this MOU upon thirty (30) days' notice to the other party.

Section 12. Public Records Law.


(a) MEALS ON WHEELS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. MEALS ON WHEELS acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as that statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, MEALS ON WHEELS must provide COUNTY with all requested public

records in MEALS ON WHEELS's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) MEALS ON WHEELS specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must perform the following:

(1) MEALS ON WHEELS will keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

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


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

(c) Upon termination of this Agreement, MEALS ON WHEELS must transfer, at no cost to COUNTY, all public records in possession of MEALS ON WHEELS, or keep and maintain public records required by COUNTY under this Agreement. If MEALS ON WHEELS transfers all public records to COUNTY upon completion of this Agreement, MEALS ON WHEELS will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MEALS ON WHEELS keeps and maintains the public records upon completion of this Agreement, MEALS ON WHEELS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon

request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF MEALS ON WHEELS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEALS ON WHEELS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, MEALS ON WHEELS MAY CONTACT THE CHIEF ADMINISTRATOR AT THE OFFICE OF EMERGENCY MANAGEMENT, AHARRIS@SEMINOLECOUNTYFL.GOV, 407-665-5017, 150 ESLINGER WAY, SANFORD, FLORIDA 32773.**

Section 24. Patents and Royalties.  Unless otherwise provided, MEALS ON WHEELS is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. MEALS ON WHEELS, without exception, will indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by MEALS ON WHEELS. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY will promptly provide written notification to MEALS ON WHEELS. If such a claim is made, MEALS ON WHEELS must use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY will return the article on request to MEALS

ON WHEELS and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Non-Assignability. MEALS ON WHEELS may not assign this MOU without the consent of the COUNTY.

Section 14. Future Agreement. Unless otherwise mutually agreed by the parties, any future agreement between the parties implementing this MOU must include the rights and obligations set forth in this MOU.

Section 15. Authority to Sign. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU for the purposes stated herein.

ATTEST:



MEALS ON WHEELS, ETC., INC.

By: _____

MICHAEL MCKEE, Executive Director

Date: _____

[Signatures and attestations continued on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, 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

DWM/kly
12/19/22
T:\Users\Legal Secretary CSB\Public Safety\2022\Meals on Wheels MOU.docx

Attachment:
Exhibit A – Letter Agreement/Price Schedule





Nutritious Meals • Transportation • Home Improvements • and Other Services for Seniors in Seminole County

June 2, 2022

Mr. Alan Harris, Emergency Manager
Department of Public Safety, Seminole County
150 Bush Blvd.
Sanford, FL 32773-06706

Dear Mr. Harris:

Here is our proposal for delivery of meals for public safety workers for the coming year:

For the Operations Site at 150 Bush Blvd:

\$26.14 per day per person (includes breakfast, lunch, and dinner)

Individual meal prices are:

Breakfast = \$5.91 Lunch = \$9.52 Dinner = \$10.71

Shelf-stable meals are \$6.05 each.

Meals will be provided in bulk pans for ease of serving. Serving utensils, eating utensils, napkins, and paper plates will be provided.

For the Satellite sites (Oviedo Mall, Altamonte Mall, Town Center Mall):

Boxed lunches – variety of sandwiches (turkey, ham, beef, chicken), fruit, salads, (coleslaw, carrot-raisin, potato), chips – also includes a tray with a variety of snacks (granola bars, chips, fruit, muffins, juice, crackers, etc.) - \$13.12 per person per day for boxed lunches and plentiful snacks.

The pricing for snacks and beverages only:

Snacks = \$1.98 per person

Beverages = \$1.69 per person

As always, we appreciate the opportunity to serve Seminole County through this agreement.

Michael McKee, Executive Director
Meals on Wheels, Etc.

Alan Harris, Emergency Manager
Department of Public Safety





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7455

Title:

Approve and authorize the Chairman to execute the Recovery Connections of Central Florida for ARPA Funding Agreement in the amount of \$750,000 to provide recovery focused mental health and substance use disorder services. Countywide (**Allison Thall, Community Services Director**)

Division:

Community Services - Business Office

Authorized By:

Allison Thall

Contact/Phone Number:

Kelly Welch/407-665-2391

Background:

The Seminole County Board of County Commissioners established the Community Health Initiative as a Key Strategic Priority. In partnership with the Central Florida collaborative partners (local hospitals, federally qualified health centers, Central Florida county health departments and other involved partners), a Community Health Needs Assessment (CHNA) process was completed in 2022. Eight (8) of the top fifteen (15) needs identified for Seminole County involve mental health or substance use disorder treatment services. In July 2022, a Notice of Funding Availability (NOFA) was publicly released to solicit applications to provide services, in accordance with the American Rescue Plan Act (ARPA), to respond to the pandemic's negative impact on the behavioral health of the public. Four (4) applicants responded to the NOFA. A team of five (5) reviewers unanimously recommended Recovery Connections, Inc. for funding.

Recovery Connections, Inc. will work collaboratively with community partners to deliver mental health services, substance use disorder services, transitional housing support, transportation, peer recovery support, medicated assisted treatment and employability training.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Recovery Connections of Central Florida for ARPA Funding Agreement in the amount of \$750,000 to provide recovery focused mental health and substance use disorder services.

**AGREEMENT BETWEEN SEMINOLE COUNTY AND
RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.
FOR AMERICAN RESCUE PLAN ACT FUNDING**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and **RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation, whose address is 776 Preserve Terrace, Lake Mary, Florida 32746, in this Agreement referred to as “**SUBRECIPIENT**.”

W I T N E S S E T H:

WHEREAS, Congress passed the American Rescue Plan Act (“ARPA”) and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY’s total allocation is in the amount of \$91,646,669.00; and

WHEREAS, ARPA, Treasury regulations, and/or Treasury guidance allows COUNTY to provide non-profits financial assistance to respond to the COVID-19 public health emergency or its negative economic impacts; and

WHEREAS, the COVID-19 pandemic negatively impacted areas of public health, particularly mental health, and substance use; and

WHEREAS, SUBRECIPIENT provides substance use disorder services, which includes SUBRECIPIENT engaging Seminole County residents that are seeking recovery, assisting those in recovery, or assisting those in need of recovery focused support services; and

WHEREAS, SUBRECIPIENT requests, and COUNTY agrees, to provide funding to SUBRECIPIENT for eligible expenditures under the ARPA, Treasury regulations, and/or Treasury guidance, as further specified herein,

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and SUBRECIPIENT, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Definitions.

(a) “Acceptable to COUNTY” means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “ARPA” means the American Rescue Plan Act of 2021; P.L. 117-2.

(c) “Cause” includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(d) “Fund” means the Fiscal Recovery Funds under ARPA.

(e) “Improper Payment” means or includes, 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.

(f) “Party” means COUNTY or SUBRECIPIENT; “Parties” mean COUNTY and SUBRECIPIENT.

(g) “Treasury” means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is retroactive to August 1, 2022 and expires on December 31, 2024 (“Term”), unless terminated earlier in accordance with this Agreement.

Section 4. American Rescue Plan Act Funding.

(a) SUBRECIPIENT may expend Funds authorized by this Agreement only for obligations incurred during the Term.

(b) Upon a written request by SUBRECIPIENT to COUNTY, COUNTY will provide SUBRECIPIENT an initial disbursement of Funds in an amount not-to-exceed ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$187,500.00) (“Initial Disbursement”) for eligible expenditures authorized in this Agreement, in order to respond to the COVID-19 public health emergency and its negative economic impacts.

(c) Upon an invoice submitted by SUBRECIPIENT in accordance with Section 5, Invoicing, COUNTY will provide SUBRECIPIENT additional Funds on a reimbursement basis in an amount not-to-exceed FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$562,500.00) (“Additional Funds”) for eligible expenditures authorized in this Agreement, in order to respond to the COVID-19 public health emergency and its negative economic impacts. Notwithstanding, SUBRECIPIENT must expend the Initial Disbursement and provide reporting documentation in accordance with Section 19, Reports, before requesting reimbursement for Additional Funds.

(d) If requested by COUNTY, SUBRECIPIENT agrees to follow competitive procurement requirements in the manner substantially outlined in Exhibit D – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and SUBRECIPIENT agrees to have no conflicts of interest in SUBRECIPIENT’s procurement of goods and services authorized by this Agreement.

(e) SUBRECIPIENT may only use Funds provided by COUNTY under this Agreement, as outlined in Exhibit E – Scope of Services, attached to and incorporated in this Agreement.

(f) As the COUNTY has a great deal of responsibility in the prudent expenditure and accounting of Funds, as authorized and required by the Federal Government, SUBRECIPIENT’s board members and officers must be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse or misappropriation of funds. COUNTY holds non-profit organizations within Seminole County to a high standard as non-profit organizations have been instrumental in providing services to those most affected in the community as a result of the COVID-19 pandemic.

(g) SUBRECIPIENT acknowledges that certain municipalities within Seminole County may contribute Funds to COUNTY’s ARPA programs; however, SUBRECIPIENT is not entitled to any additional Funds beyond those specified in this Agreement, in COUNTY’s sole discretion.

(h) SUBRECEIPIENT may not use Funds at any point during the Term for contingency, “rainy day,” or similar reserves.

(i) Eligible expenditures for goods and services authorized by this Agreement must be received and paid for by SUBRECIPIENT during the Term. Goods and services received or paid

for outside of the Term by the SUBRECIPIENT and unauthorized goods and services received or paid for will not be reimbursed by COUNTY.

(j) The COUNTY's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the Funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that SUBRECIPIENT may receive all or part of the Funds specified under this Agreement.

(k) If the SUBRECIPIENT receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, then the SUBRECIPIENT must notify the COUNTY pursuant to Section 13, Notice, prior to the receipt of such funding.

(l) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 5. Invoicing. To obtain Funds for expenditures authorized by this Agreement, SUBRECIPIENT must submit its request electronically through the COUNTY's designated software provider monthly, unless specified otherwise by COUNTY in writing. SUBRECIPIENT must submit payment requests using Exhibit F – Payment Request Form, attached to and incorporated into this Agreement, detailing all information required to account for all Funds. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit invoices and supporting documentation electronically. SUBRECIPIENT's reimbursement requests must include detailed documentation and detailed receipts to justify and support SUBRECIPIENT's request.

Section 6. Recapture of Expenses.

(a) Any balances of unobligated Funds that have been paid that are not expended as authorized under this Agreement during the Term must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided by COUNTY.

(b) COUNTY will only provide reimbursements for expenditures the COUNTY provisionally determines are eligible in accordance with this Agreement, Treasury guidance, and Treasury regulations. However, COUNTY's provisional determination that an expenditure is eligible does not relieve SUBRECIPIENT of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures. This provision survives the Term of the Agreement.

(c) If requested by COUNTY, all refunds, return of Improper Payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 13, Notice and this Agreement.

(d) If a check or other draft is returned, SUBRECIPIENT shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 7. COUNTY Responsibilities. COUNTY will review the detailed documentation and detailed receipts provided by SUBRECIPIENT during the Term as part of SUBRECIPIENT's reimbursement requests in accordance with this Agreement. If approved, COUNTY will reimburse SUBRECIPIENT for expenditures incurred in accordance with this Agreement. In the event the review identifies ineligible expenditures, SUBRECIPIENT's expenditures will not be eligible for reimbursement.

Section 8. Indemnification.

(a) SUBRECIPIENT will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind,

type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of SUBRECIPIENT in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 9. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 10, Remedies. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

Section 10. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SUBRECIPIENT and upon SUBRECIPIENT'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 in accordance with Section 13, Notice;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend allocation of all or any part of the Funds;
- (d) Require that SUBRECIPIENT refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 - (1) request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,
 - (2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - (3) advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,
 - (4) require the SUBRECIPIENT to repay COUNTY for the amount of costs incurred for any expenditures determined to be ineligible, or
- (f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not

affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

Section 11. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to SUBRECIPIENT.

(b) The COUNTY may terminate this Agreement immediately for convenience 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 SUBRECIPIENT with 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 this Agreement.

(d) In the event this Agreement is terminated, if SUBRECIPIENT incurs new obligations after SUBRECIPIENT has received the notice of termination, COUNTY will not provide Funds to SUBRECIPIENT under this Agreement. For the avoidance of doubt, after notice of termination, SUBRECIPIENT may continue providing services using its own source of funds.

Section 12. Employee Status. Persons employed by SUBRECIPIENT in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SUBRECIPIENT, nor do these employees have any claims to pensions, workers' compensation,

unemployment compensation, civil service, or other employee rights or privileges granted to SUBRECIPIENT's officers and employees either by operation of law or by SUBRECIPIENT.

Section 13. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

With a COPY to:

Attention: Community Services Director
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

And a COPY to:

Attention: Community Health Program Manager
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

As to SUBRECIPIENT:

Attention: CEO
Recovery Connections of Central Florida, Inc.
776 Preserve Terrace
Lake Mary, Florida 32746

Section 14. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 15. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) SUBRECIPIENT hereby certifies that no officer, agent, or employee of SUBRECIPIENT has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over five percent (5%) ownership either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 16. Dispute Resolution.

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

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is

the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 17. Public Records Law.

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

(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) Upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain

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

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the SUBRECIPIENT 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 SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SUBRECIPIENT" includes employees to be paid from Funds provided under this Agreement.

(d) **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY COUNTY MANAGER, TRICIA JOHNSON AT: (407) 665-7247, TAJOHNSON@SEMINOLECOUNTYFL.GOV, OR 1101 E. First Street, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 18. Audits.

(a) In accounting for the receipt and expenditure of Funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY.

(c) If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, SUBRECIPIENT will be held liable for repayment to COUNTY of all Funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the SUBRECIPIENT of such non-compliance.

(d) If SUBRECIPIENT expends \$750,000.00 or more in Federal awards during the SUBRECIPIENT's fiscal year, SUBRECIPIENT must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at SUBRECIPIENT's expense. As this Agreement is for \$750,000.00, SUBRECIPIENT must provide COUNTY an audit report for the Term of this

Agreement on or before December 31, 2024 or within ninety (90) calendar days following the termination of this Agreement, whichever occurs earlier.

(e) SUBRECIPIENT must send copies of reporting packages required under this Section directly to COUNTY in accordance with Section 13, Notice.

(f) Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 19. Reports.

(a) SUBRECIPIENT must provide COUNTY with quarterly reports, by completing Exhibit C – ARPA Quarterly Progress Report Template, and monthly reports, by completing Exhibit G – Program Performance Report, both exhibits attached to and incorporated in this Agreement. SUBRECIPIENT's reports must include detailed information to account for expenditures incurred, as authorized by this Agreement. SUBRECIPIENT must submit reports electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit monthly and quarterly reports electronically. COUNTY reserves the right to revise Exhibit C and Exhibit G, in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury. In addition, and when requested by Treasury, Treasury regulations, Treasury guidance, or COUNTY, SUBRECIPIENT must provide additional updates, information, and reports pertaining to this Agreement.

(b) Quarterly reports are due to the COUNTY five (5) business days prior to the end of each calendar quarter and must be submitted each calendar quarter until the complete expenditure of Funds provided to SUBRECIPIENT under this Agreement. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. Monthly reports are due to the COUNTY five (5) business days after the end of each calendar month and must be

submitted each calendar month until the complete expenditure of Funds provided to SUBRECIPIENT under this Agreement.

(c) If all required reports and copies are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further reimbursements until the reports are completed or may take other action as stated in this Agreement.

Section 20. Monitoring. In addition to reviews of audits conducted in accordance with Section 18, Audits, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope ~~audit~~ of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management by the SUBRECIPIENT throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

Section 21. Equal Opportunity Employment. SUBRECIPIENT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, sexual orientation, gender identity or national origin. SUBRECIPIENT shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 22. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Compliance with Laws and Regulations. SUBRECIPIENT must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, and 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as any one of the foregoing may be amended. Any violation of statutes, ordinances, rules, regulations, executive orders, or guidance will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT.

Section 24. Project Publicity. SUBRECIPIENT must request written approval from COUNTY before referring to COUNTY on SUBRECIPIENT’s website, news release, signage, interview, or any other type of publicity. If COUNTY provides such written approval,

SUBRECIPIENT must reference Seminole County and the Seminole County Board of County Commissioners, unless COUNTY specifies otherwise in writing.

Section 25. Entire Agreement.

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

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

Section 26. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 27. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is ~~held~~ invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 29. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 30. Exhibits. SUBRECIPIENT shall comply with the terms of Exhibit A, Additional Terms and Conditions, which is attached to and incorporated in this Agreement. Exhibit

A controls over any contrary provision elsewhere in this Agreement. In addition, SUBRECIPIENT must execute Exhibit B, Certification regarding Lobbying, which is attached to and incorporated in this Agreement, concurrently with the execution of this Agreement.

[Signatures on the following page.]

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

Rebecca L. Eiland

Witness

Rebecca L. Eiland

Print Name

Helly Welch

Witness

Helly Welch

Print Name

RECOVERY CONNECTIONS OF
CENTRAL FLORIDA, INC.

By:

George Margoles
GEORGE MARGOLES, CEO

Date:

12/15/2022



[Signatures and attestations continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

BP/

12/12/22

T:\Users\bpattel\Special Projects\American Rescue Plan\Non-Profits\Large Non-Profit ARPA Funding Agreement - Recovery Connections of Central Florida, Inc. v2.docx

Attachments:

- Exhibit A - Additional Terms and Conditions
- Exhibit B - Certification Regarding Lobbying
- Exhibit C - ARPA Quarterly Progress Report Template
- Exhibit D - Competitive Procurement Requirements
- Exhibit E - Scope of Services
- Exhibit F - Request for Payment Form
- Exhibit G - Program Performance Report

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT 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.

LEGAL AUTHORIZATION

SUBRECIPIENT 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 SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind the SUBRECIPIENT to the terms of this Agreement.

FALSE STATEMENTS

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENTS are encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT.

SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

SUBRECIPIENT shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the COUNTY if SUBRECIPIENT has received no complaints under Title VI.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of SUBRECIPIENT, certifies, to the best of his or her knowledge 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 any 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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 undersigned on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

ENTITY NAME: RECOVERY CONNECTIONS OF CENTRAL FLORIDA, INC.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Exhibit C
ARPA - Quarterly Progress Report



Project Title:

Date

Contact Name:

Reporting Period:

Telephone:

Project Objective:

Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Quarter:

Authorized Agent Signature: _____

**** Quarterly progress reports must be completed each quarter or future funding will be withheld****

Exhibit D – Competitive Procurement Requirements

The standards and procedures for purchases outlined in this Exhibit are intended to ensure that goods and services acquired, in whole or in part with ARPA funds, are obtained as efficiently and economically as possible through an open and competitive process, maximizing the value of public funds.

SUBRECIPIENT must obtain a minimum of two (2) written quotes for purchases over FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00); email quotes are acceptable. SUBRECIPIENT may not split purchases to award work to the same vendor resulting in an avoidance of comply with the competitive requirements set forth herein.

For purchases over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), SUBRECIPIENT must utilize competitive bids or proposals and requests for bids or proposals must be written in a way not to restrict competition. SUBRECIPIENT must provide a clear and accurate description of the technical requirements for the goods and services to be procured; all requirements which vendors must fulfill; and all other factors to be used in evaluating bids or proposals.

SUBRECIPIENT must keep detailed files, which include, at minimum, the following information:

- Basis for vendor selection
- An explanation for lack of competition when competitive bids or proposals were not obtained
- Basis of award

EXHIBIT E

SCOPE OF SERVICE & COST PROPOSAL

AGENCY NAME: Recovery Connections of Central Florida, Inc.
POINT OF CONTACT: George Margoles
CONTACT PHONE NUMBER: (407) 732-6837
CONTACT FAX NUMBER:
CONTACT E-MAIL: georgem@rccfhelp.org

The above agency will provide the following services for the residents of Seminole County:

Program Description: Recovery Connections of Central Florida, Inc. provides recovery focused substance use disorder services to engage people seeking recovery, in recovery, or in need of recovery focused support services.

Service	# of Units/Services to be Provided with County Funding	Unit/Service Cost	Total Unit Cost
Peer Support Services (Info/Referral, Intake/Assessment, ongoing direct service)	1250 Hours	\$100.00	\$125,000.00
Peer Recovery Support Services outreach	1257 Hours	\$100.00	\$125,700.00
Transportation Services – i.e. Uber/LYFT Health Ride (Roundtrip)	400 Rides	\$70.00	\$28,000.00
Transitional Housing – Move In Fee	50 Vouchers	\$200.00	\$10,000.00
Transitional Housing – Weekly Fee	200 Vouchers	\$200.00	\$40,000.00
Employability Training	112 workshops	\$624.00	\$69,935.00

Medicated Assisted Therapy (MAT) Evaluation – Physician	600 Hours	\$100.00	\$60,000.00
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant	529 Hours	\$85.00	\$44,965.00
MAT Medication	Monthly medication cost for 120 individuals for one year	\$130.00	\$187,200.00
MAT related Laboratory Testing (Initial and follow up)	120 individuals x 2	\$35.00	\$8,400.00
Inpatient SUD Services	Cost per day (120 days)	225.00	\$27,000.00
Outpatient MH and SUD Services	Cost per hour (i.e. IOP, CBT) (476 hours)	50.00	\$23,800.00

- Funds may be transferred within the line items with written approval from Seminole County Community Services without an amendment to this Agreement

TOTAL UNIT COST CANNOT EXCEED
THE GRANT AWARD AMOUNT OF \$750,000

EXHIBIT F

CS Department
Date ReceivedMONTHLY
REQUEST FOR PAYMENT

Community Health Initiative – Supporting a Lifestyle of Recovery

SUBRECIPIENT: Recovery Connections of Central Florida, Inc.PROGRAM NAME: Supporting a Lifestyle of Recovery

REPORT PERIOD: _____

REQUEST
NO: _____

BUDGET SUMMARY REPORT

BUDGET CATEGORIES	(A) TOTAL APPROVED BUDGET	EXPENDITURES			(A-D) REMAINING BALANCE
		(B) PREVIOUS PAYMENTS	(C) AMOUNT OF THIS REQUEST	(D) (D=B+C) PAYMENTS REQUESTED TO DATE	
Peer Support Services	\$125,000.00				
Peer Recovery Outreach	\$125,700.00				
Transportation Services	\$28,000.00				
Transitional Housing – Move In Fee	\$10,000.00				
Transitional Housing – Weekly Fee	\$40,000.00				
Employability Training	\$69,935.00				
Medicated Assisted Therapy (MAT) Evaluation – Physician	\$60,000.00				
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant	\$44,965.00				
MAT Medication	\$187,200.00				
MAT related Laboratory Testing	\$8,400.00				
Inpatient SUD Services	\$27,000.00				
Outpatient MH and SUD Services	\$23,800.00				
TOTAL	\$750,000				

Community Health Initiative

DETAIL INVOICE REPORT

BUDGET ITEM	EXPENDITURES		
	# OF MONTHLY UNIT/SERVICE	COST PER UNIT/SERVICE	AMOUNT OF THIS REQUEST (# Services x Unit Cost)
Peer Support Services		\$100.00	
Peer Recovery Outreach		\$100.00	
Transportation Services		\$70.00	
Transitional Housing – Move In Fee		\$200.00	
Transitional Housing – Weekly Fee		\$200.00	
Employability Training		624.00	
Medicated Assisted Therapy (MAT) Evaluation – Physician		\$100.00	
Medicated Assisted Therapy (MAT) Evaluation – Physician Assistant		\$85.00	
MAT Medication		\$130.00	
MAT related Laboratory Testing		\$35.00	
Inpatient SUD Services		\$225.00	
Outpatient MH and SUD Services		\$50.00	

Note: Supporting documentation (i.e. time sheets, copies of checks etc.) must be submitted with each payment request. Failure to submit required documentation may delay payments.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

AUTHORIZED SIGNATURE:

DATE:

Please attach documentation substantiating expenditures.

Community Health Initiative

EXHIBIT G

MONTHLY
PROGRAM PERFORMANCE REPORT

CS Department
Date Received

Community Health Initiative – Supporting a Lifestyle of Recovery

SUBRECIPIENT: Recovery Connections of Central Florida, Inc.

PROGRAM: Supporting a Lifestyle of Recovery

REPORT PERIOD _____ THROUGH _____

I. PARTICIPANT SUMMARY

DEMOGRAPHICS	# SERVED	RACE	# SERVED
Male		White/Caucasian	
Female		Black/African American	
0-17		American Indian/Alaskan Native	
18-40		Asian	
41-65		Native Hawaiian/Other Pacific Islander	
Over 65			
		ETHNICITY	# SERVED
		Hispanic	
		Non-Hispanic	

II. STATUS REPORT ON GOALS AND OBJECTIVES

ANNUAL PROGRAM GOAL(s)	ANNUAL PROGRAM OBJECTIVE(s)	ACHIEVED THIS MONTH	ACHIEVED TO DATE	% OF GOAL COMPLETED
GOAL 1: Participants who receive Peer Recovery Services will improve their health and wellness, live a self-directed life, and strive to reach their full potential.	Objective: 90% of participants will complete the Recovery Capital Scale Assessment at onset of services.			
	Objective: 55% of Participants who scored 90 or below on the Recovery Capital Scale Assessment will increase their Recovery Capital by 25% at the end of six months of service.			
	Objective: 65% of Participants who scored 91 or higher on the Recovery Capital Scale Assessment, will complete at least one goal from the Recovery Management Plan at the end of six months of service.			
GOAL 2: Participants will	Objective: Housing – Provide connection and one month funding			

Community Health Initiative

secure safe and stable housing that supports recovery.	support for up to 50 individuals to enter a recovery housing environment (i.e., Oxford House, Glass House, Mind Body Soul).			
GOAL 3: Participants will be provided with medicated assisted therapy (MAT) to sustain recovery and prevent overdose.	Objective: MAT – Connect up to 120 individuals to MAT through a Suboxone approved physician for a period of at least one year (cover the cost of monthly MD/PA visits and medication)			
GOAL 4: Transportation – Provide access to ancillary services (Housing, Peer Recover, MAT, Employment Services) to uninsured or underinsured Seminole County residents through Uber Health, LYNX, Sunrail or similar transportation services.	Objective: Link at least 50 participants with transportation to MAT and Peer Recovery appointments.			
	Objective: Link at least 25 participants with transportation to supported housing programs.			
	Objective: Link at least 25 participants with transportation to employability trainings.			
GOAL 5: Participants will develop employability skills which will better equip and empower them to find and keep work while increasing self-efficacy, confidence, and hope.	Objective: Deliver 20, 4 session workshop training series (i.e. better Work/Better Life Recovery Series Training) to a minimum of 100 participants by December 20, 2024.			

III. PLEASE PROVIDE EXPLANATION IF GOALS/OBJECTIVES ARE NOT MET:



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7483

Title:

Adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department. Countywide
(Allison Thall, Community Services Director)

Division:

Community Services - Business Office

Authorized By:

Allison Thall

Contact/Phone Number:

Pam Martin / 407-665-2302

Background:

Each year, the Seminole County Health Department reviews the existing Fee Resolution to ensure proper fees are charged for services provided to the public and proposes that a new Fee Resolution be adopted amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code. The proposed Fee Resolution includes revisions to existing services offered by the County Health Department.

Staff Recommendation:

Staff recommends the Board adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department.

RESOLUTION NO. 2023-R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING SECTION 20.26 OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE REVISING CERTAIN RATES, FEES AND CHARGES FOR SERVICES RENDERED BY THE SEMINOLE COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 154.06, Florida Statutes (2022), as this statute may be amended from time to time, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

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

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

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

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

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

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

ADOPTED this ____ day of _____, 2023.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

Attachment:
Exhibit A - Section 20.26, Health Department Fee Resolution

RM/sjs
12/20/22
T:\CAO Protected\Admin Samples\Admin Resolutions Drafts\2023 Resolution for 20.26 draft Dec20(22).doc

Authority: Section 154.06, Florida Statutes

**SECTION 20. FEE RESOLUTIONS****20.26 HEALTH DEPARTMENT**

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

B. PRIMARY CARE SERVICES.

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

(2) School Physicals - A one-time service, \$30.00 per physical (Completion of School Health Entry Form). Replacement Forms - \$10.00 each.

(3) Dental Clinic - ~~Adults from the ages of twenty-one (21) years to sixty-two (62) years with eligible Medicaid can be serviced at the Florida Department of Health in Seminole County for limited services. Residents of Seminole County who do not meet the requirement of being "active Medicaid", from the ages of eighteen (18) to sixty-two (62) or pregnant (using Medicaid Services), can be screened through Community Assistance for basic dental services at this clinic. Additionally, children and adults who do not have valid Medicaid will be charged one hundred forty percent (140%) of the Medicaid Child Fee for certain dental services. Dental services are offered for children ages five (5) through twenty (20) years. Limited dental services are available for adults twenty-one (21) years and over. Children and adults who do not have valid Medicaid will be charged 160% of the Medicaid fee for dental services, with an option of applying for eligibility for sliding scale fees.~~

Procedure	140%-160% of the Child Medicaid Fee for Service
(a) <u>Comprehensive</u> Exam	\$33.00 <u>\$38.00</u>
(b) <u>Limited Exam</u>	<u>\$19.00</u>
(b)-(c) PA x-ray	\$8.00 <u>\$10.00</u>
(c)-(d) 2 Bitewing x-rays	\$18.73 <u>\$21.00</u>
(d)-(e) 4 Bitewing x-rays	\$22.89 <u>\$26.00</u>
(e)-(f) Panoramic x-ray	\$62.00 <u>\$71.00</u>



(f)-(g) <u>Cleaning— Full Mouth Debridement (basic cleaning)</u>	\$76.51 (99% Child Medicaid fee) <u>\$124.00</u>
(g)-(h) <u>Prophylaxis (polishing)</u>	\$37.00 <u>\$43.00</u>
(h)-(i) <u>Fluoride Varnish</u>	\$23.00 <u>\$26.00</u>
(i) <u>Amalgam fillings (3 surfaces)</u>	\$106.00
(j) <u>Resin, Anterior (3 surfaces) (1 surface) filling</u>	\$92.00 <u>\$81.00</u>
(k) <u>Resin, Anterior (2 surface) filling</u>	\$93.00
(l) <u>Resin, Anterior (3 surface) filling</u>	\$105.00
(m) <u>Resin, Posterior (3 surfaces) (1 surface) filling</u>	\$106.00 <u>\$74.00</u>
(n) <u>Resin, Posterior (2 surface) filling</u>	\$98.00
(o) <u>Resin, Posterior (3 surface) filling</u>	\$121.00
(p) <u>Oral Hygiene Instruction</u>	\$14.00
(t) <u>Pulpotomy excluding Final Restoration</u>	\$104.00
(m) <u>Extraction—Simple</u>	\$100.00
(n) <u>Sealants, per tooth</u>	\$27.00
(o) <u>Resin, Anterior (1 surface)</u>	\$70.74
(p) <u>Resin, Anterior (2 surfaces)</u>	\$81.15
(q) <u>Resin, Posterior (1 surface)</u>	\$64.51
(r) <u>Resin, Posterior (2 surfaces)</u>	\$85.31
(s)-(q) <u>Pulp Cap Direct</u>	\$27.04 <u>\$31.00</u>
(t)-(r) <u>Pulp Cap Indirect</u>	\$22.89 <u>\$26.00</u>
(u)-(s) <u>Sedative Filling</u>	\$37.45 <u>\$43.00</u>
(t) <u>Extraction (Simple) / includes supply costs</u>	\$100.00
(u) <u>Sealants (per tooth)</u>	\$31.00
(v) <u>Pulpotomy</u>	\$119.00



- | | | |
|-----|--|--|
| (4) | Pregnancy Test (urine or serum) - Nurse Consultation | \$45.00 (or less*) <u>\$50.00</u> |
| | * The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. | |
| | Pregnancy Statement Replacement | \$15.00 |
| (5) | Pregnancy Test – under Age 19 | No Charge |
| (6) | Thin-Prep PAP laboratory test | \$35.00 |
| (7) | Family Planning Initial or Annual Exam | \$100.00 |
| (8) | Family Planning Counseling and Supply Visit | \$50.00 |
| (9) | <u>Adult</u> Physical – College/Employment (Exclusions Apply) | \$45.00 <u>\$50.00</u> |

C. COMMUNITY PUBLIC HEALTH SERVICES

- | | | |
|---------------------------|---|-----------------------------------|
| (1) | Tuberculin (TB) Skin Test, with reading and nurse assessment. | \$40.00 |
| (2) | Tuberculosis (TB) Symptom Assessment for previous positive reactors | \$25.00 |
| (3) | I-693 Forms for Immigration <u>Chest x-ray</u> | \$50.00 |
| (4) | Quantiferon Gold TB Test | \$40.00 <u>\$60.00</u> |
| (5) | Fit Testing for Respirators | \$20.00 |
| (6) <u>(5)</u> | TB Patient FMLA or Disability Forms Completion | \$25.00 |
| (7) <u>(6)</u> | Hepatitis Panel Testing
(If not funded by Hepatitis Program) | \$25.00 |

~~(8)~~ (7) Sexually Transmitted Diseases

(a)	Exam and Testing - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged.	\$110.00
(b)	STD screening tests including: Syphilis, HIV, Chlamydia and Gonorrhea for asymptomatic clients.	\$55.00
(c)	STD exam only	\$55.00
(d)	Cryo Wart Removal (No Eligibility)	
	One (1) Wart	\$55.00
	Two (2) to Five (5) Warts	\$65.00 <u>\$90.00</u>
	Six (6) to Ten (10) Warts	\$85.00 <u>\$125.00</u>
	Eleven (11) or more Warts	\$135.00 <u>\$180.00</u>
(e)	Testing for HIV I Antibodies Routine Serum or Rapid	\$20.00
(f)	Herpes (HSV 1 or 2) Serum – No Eligibility	\$30.00 <u>\$35.00</u>
(g)	Herpes Culture and Typing – No Eligibility	\$50.00 <u>\$26.00</u>
(h)	Anal Pap	\$25.00 <u>\$47.00</u>
(i)	Herpes (HSV-1 and HSV-2) (No Eligibility)	\$45.00 <u>\$53.00</u>
(j)	Aptima Trich (No Eligibility)	\$45.00 <u>\$38.00</u>
(k)	Treatment Only Visit (Excludes Syphilis/700)*	\$35.00 <u>\$23.00</u>
(l)	Syphilis/700 Visit (Needs Exam, Labs and Treatment)*	\$100.00
(m)	2nd and 3rd Bacillin Injections*	\$35.00/each

* Services provided regardless of ability to pay.

~~(9)~~ (8) HIV Post Exposure Prophylaxis/Non-Occupational Post Exposure Prophylaxis

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

- | | | |
|--------------------|--|-----------------------------------|
| (a) | STD screening tests including: Syphilis, HIV, Hepatitis panel, CMP, Chlamydia and Gonorrhea (site of exposure) | \$60.00 |
| (b) | In-House Testing: | |
| | Testing for HIV I Antibodies – Rapid | \$20.00 |
| | Clean Catch | \$12.00 |
| (c) | Provider Exam/Consult | \$55.00 |
| (d) | Lab Fee: | |
| | Lab Processing Fee Blood/Urine Draw | \$15.00 |
| (a) | <u>Provider exam and consult; STD screening test and lab processing fee for the following: syphilis, HIV, hepatitis panel, CMP, chlamydia and gonorrhea (site of exposure)</u> | <u>\$110.00</u> |
| (e) (b) | <u>Pregnancy Test</u> | <u>\$13.00 \$10.00</u> |

~~(10)~~ (9) Immunization services for children and adults including international travel consults and vaccinations, recommended adult immunizations, form completions and replacements:Adults

- | | | | |
|-----|------|--|-----------------------------------|
| (a) | (i) | Prevailing vaccine cost rounded up to the nearest dollar | |
| | (ii) | Vaccine administrative fee: | \$15.00 <u>\$25.00</u> |
| (b) | | <u>College Entry Immunization Forms Administrative Form Processing Fee</u> | \$10.00 <u>\$25.00</u> |

Children

- | | | | |
|-----|-----------------------|--|----------------------|
| (a) | (i) | Vaccine administrative fee/
Administrative Form Processing
Fee for original Form DH680 —
certification for school entry
(except Medicaid) | \$15.00 |
| | | <u>Vaccine and Form processing</u>
<u>administrative fee (except Medicaid)</u> | <u>\$25.00</u> |
| | (ii) | Replacement for 680 Form
(except Medicaid) | \$10.00 |
| | (iii) | Form DH681 | No Charge |
| | (iv) | Medicaid | No Charge |
| | (v) -(iii) | Recommended <u>vaccines</u> for children
2 months through 18 years eligible for
Vaccines for Children Program (VFC) | No Charge |
| | (vi) | Required <u>vaccines</u> for school/daycare
entry through 18 years | No Charge |

Travel

- | | | |
|-----|--|----------------|
| (a) | Travel Consult Fee (a minimum of ten (10)
<u>thirty (30)</u> minutes of consult time and printed
travel information regarding disease prevention
(fee waived for per additional family members
<u>member when seen together</u>) | \$45.00 |
| (b) | Administrative Form Replacement form
<u>replacement</u> for Yellow Fever Certificate | \$10.00 |
| (c) | Malaria Prevention Prescription Fee
<u>prevention prescription fee</u> | \$25.00 |
| (d) | <u>Vaccine administrative fee</u> | <u>\$25.00</u> |

Special Events

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



~~(11)~~ (10) Laboratory Services: Prevailing lab cost
plus ~~blood drawing or urine~~ and specimen
collection fee.

~~Blood Drawing or Urine Specimen~~ Collection Fee: ~~\$15.00~~ \$20.00

~~(12)~~ (11) Community Health and Wellness Program Activity
(The fee shall cover the cost of community health
and wellness program activities and/or program
fees, not to exceed \$50.00 above actual cost per
unit for production and delivery of materials and
services. Fees are based on the scope and
duration of activity.) \$50.00

~~(13)~~ (12) HIV Class/Seminar registration
(per person)

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

~~(14)~~ (13) American Heart Association – CPR/AED
Basic Life Support Courses for Healthcare
Professionals: a 4-hour course that covers
Adult, Child, and Infant one-rescuer CPR
AED, as well as focused emphasis on
team work with the Adult, Child, and Infant
two-person rescue. Topics also include
Rescue Breathing and Foreign Body
Airway Obstruction. \$30.00

~~(15)~~ (14) Men's Health Screenings – includes: registration,
lab, and blood pressure check, return appointment
for consultation of lab results and referrals (PCP/
Clinics/Smoking Cessation/AA/Mental Health/IMMS/
Dental and Medicaid and other financial assistance) \$50.00

D. VITAL STATISTICS:

(1) Birth Certificates:

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

(2) Additional Copies \$8.00



(3)	Protective covers	\$3.00
(4)	Death Certificates - Certified Copy	\$10.00
(5)	Additional Copies	\$5.00
(6)	Fee to Expedite	\$10.00
(7)	Notary Services	\$10.00

E. MEDICAL RECORDS:

Copying of Medical Record (per page)	No charge
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F. PUBLIC RECORDS:

Copying of Public Record (per page)	No charge
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G. ENVIRONMENTAL HEALTH SERVICES: The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

(1)	Water	
(a)	Health Department Laboratory analysis per sample	\$20.00
(b)	Chemical sampling per site visit	
	State Fee	\$60.00
	County Fee	<u>\$20.00</u>
	Total	\$80.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	\$50.00
	County Fee	<u>\$20.00</u>
	Total	\$70.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	\$70.00
	County Fee	<u>\$10.00</u>
	Total	\$80.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	\$90.00
	County Fee	<u>\$30.00</u>
	Total	\$120.00



	State Fee (Renewal)	\$90.00
	County Fee	<u>\$30.00</u>
	Total	\$120.00
(f)	Private potable well and private irrigation well permit	
	State Fee	\$200.00
	County Fee	<u>\$ 50.00</u>
	Total Fee	\$250.00
(g)	Private potable well and private irrigation well abandonment permit	
	State Fee	\$ 0.00
	County Fee	<u>\$150.00</u>
	Total Fee	\$150.00
(h)	Private potable well and private irrigation well variances	
	State Fee	\$100.00
	County Fee	<u>\$ 50.00</u>
	Total Fee	\$150.00
(2)	Swimming Pools and Bathing Places	
(a)	Annual operating permit - up to and including 25,000 gallons	\$125.00
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$ 50.00</u>
	Total	\$175.00
(b)	Annual operating permit - more than 25,000 gallons	\$250.00
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$100.00</u>
	Total	\$350.00
(c)	Late fee - (on permits paid after June 30)	
	County Fee	\$50.00
(d)	Re-inspection Fee per each re-inspection	
	County Fee	\$50.00
(e)	Variance Applications	\$50.00
(f) <u>(e)</u>	Exempted Condo Pools	
	State Fee	\$50.00
	County Fee	<u>\$25.00</u>
	Total	\$75.00



- (3) Septic Tanks (Onsite Sewage Treatment and Disposal Systems) (OSTDS)
- (a) New septic tank
State fee pursuant to Chapter ~~64E~~ 62-6, F.A.C. ~~\$350.00~~ \$175.00
County Fee ~~\$ 75.00~~ \$100.00
Total fee for standard or filled septic tank ~~\$425.00~~ \$275.00
- (b) Septic Tank Modification(s)
State fees pursuant to Chapter ~~64E~~ 62-6, F.A.C. ~~\$330.00~~ \$ 55.00
County Fee ~~\$ 70.00~~ \$ 95.00
Total fee for Septic Tank Modification(s) ~~\$400.00~~ \$150.00
- (c) Septic tank repair permit
State fee pursuant to Chapter ~~64E~~ 62-6, F.A.C. ~~\$300.00~~ \$55.00
County Application Fee ~~\$ 50.00~~ \$25.00
Total fee for septic tank repair permit ~~\$350.00~~ \$80.00
- (d) Re-inspection fee per each non-compliance re-inspection
State Fee pursuant to Chapter 62-6, F.A.C. \$ 50.00
County Fee ~~\$25.00~~ \$ 50.00
~~State Fee pursuant to Chapter 64E-6, F.A.C.~~ ~~\$50.00~~
Total ~~\$75.00~~ \$100.00
- (e) Septic System Abandonment Permit
State Fee \$ 50.00
County Fee ~~\$50.00~~ \$ 75.00
Total ~~\$100.00~~ \$125.00
- (f) Variance Application for a Single Family Residence per each lot or building site
State Fee \$200.00
County Fee ~~\$ 75.00~~ \$100.00
Total ~~\$275.00~~ \$300.00
- (g) Variance Application for a Multi-family or Commercial building per each building site
State Fee \$300.00
County Fee ~~\$ 75.00~~ \$100.00
Total ~~\$375.00~~ \$400.00
- (h) Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting
- (i) Plan Review
State Fee \$ 0.00
County Fee ~~\$65.00~~ \$90.00



(ii)	Soil Profile Fee	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	\$100.00 <u>\$125.00</u>
(i)	Late Fees for Delinquent Onsite Sewage Operating Permits	
	County Fee	\$50.00 <u>\$75.00</u>
(j)	Permit amendment	
	State Fee	\$55.00 <u>\$ 90.00</u>
	County Fee	\$20.00 <u>\$ 45.00</u>
	Total	\$75.00 <u>\$135.00</u>
(k)	Voluntary timed inspection	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	\$75.00 <u>\$100.00</u>
	<u>Total</u>	<u>\$100.00</u>
(l)	Fast Track Permitting Consultation for New, Modification & Existing Sewage	\$75.00
(m)	DRG Plan Review Small Site Plan, Development Plan	\$35.00
(n)	DRG Plan Review Site Plan, Preliminary & Final Engineering Subdivision (4 reviews) (reviews after 4)	\$150.00 \$ 35.00
(o)	Managed System Fee	
	County Fee	\$50.00
(p) <u>(l)</u>	Site Re-Evaluation Fee	
	State Fee	\$ 75.00
	County Fee	<u>\$ 25.00</u>
	Total	\$100.00
(q) <u>(m)</u>	Aerobic Treatment Unit Maintenance	
	Annual Permit	
	State Fee	\$25.00
	County Fee	<u>\$50.00</u>
	Total	<u>\$75.00</u>



(+) (n) Aerobic Treatment Unit Operation Permit (every 2 years)	
State Fee	<u>\$100.00</u>
County Fee	<u>\$ 50.00</u>
Total	<u>\$150.00</u>
(s) (o) Annual Operating Performance Permits for Performance Based Systems	
State Fee	\$100.00
County Fee	<u>\$100.00</u>
Total	<u>\$200.00</u>
(p) <u>Annual Operating Permit</u> <u>Industrial/Manufacturing or Commercial</u> <u>Sewage Waste</u>	
<u>State Fee</u>	<u>\$150.00</u>
<u>County Fee</u>	<u>\$ 75.00</u>
<u>Total</u>	<u>\$225.00</u>
(+) (q) Existing System Evaluations	
(i) Inspected within last three (3) years	
State Fee	\$35.00 <u>\$ 50.00</u>
County Fee	<u>\$50.00</u>
Total	\$85.00 <u>\$100.00</u>
(ii) Not inspected within last three (3) years	
State Fee	\$ 85.00
County Fee	\$ 50.00
Total	\$135.00
(u) (r) Springs Protection Act Priority Focus Area Additional review, permitting, and inspections required for nitrogen reducing systems.	
<u>State Fee</u>	<u>\$ 0.00</u>
<u>County Fee</u>	<u>\$50.00</u>
<u>Total</u>	<u>\$50.00</u>
(4) Food Service	
(a) Late renewal of Annual Certificates	
State Fee	\$25.00
County Fee	<u>\$20.00</u>
Total	<u>\$45.00</u>
(b) Alcoholic Beverage Establishment Inspection	
State Fee	\$30.00 <u>\$190.00</u>
County Fee	<u>\$20.00</u>
Total	\$50.00 <u>\$210.00</u>



(c)	Reinspection Fee (1 st)	
	<u>State Fee</u>	\$ 75.00
	<u>County Fee</u>	<u>\$ 0.00</u>
	<u>Total</u>	<u>\$100.00</u>
(d)	Annual Permit – Adult Living Facilities	
	State Fee	\$135.00
	County Fee	<u>\$ 65.00</u>
	Total	\$200.00
(e)	Annual Permit – Schools	
	State Fee	\$200.00
	County Fee	<u>\$100.00</u>
	Total	\$300.00
(f)	Annual Permit – Civic Organizations	
	State Fee	\$190.00
	County Fee	<u>\$100.00</u>
	Total	\$290.00
(g)	Annual Permit – Detention Centers & Jails	
	State Fee	\$250.00
	County Fee	<u>\$ 50.00</u>
	Total	\$300.00
(h)	Food Service Plan Review	
	State Fee/hour (1 hour minimum)	\$40.00
	County Fee	<u>\$50.00</u>
	Total/hour (1 hour minimum)	\$90.00
(i)	Limited Food Service Operation	
	State Fee	\$110.00
	County Fee	<u>\$ 50.00</u>
	Total	\$160.00
(j)	Vending Machine	
	State Fee	\$ 85.00
	County Fee	<u>\$ 25.00</u>
	Total	\$110.00
(k)	Temporary Food Service Event Sponsor	
	State Fee	\$100.00
	County Fee	<u>\$ 50.00</u>
	Total	\$150.00
(l)	Temporary Food Service Event – Vendor/Booth	
	State Fee	\$ 50.00
	County Fee	<u>\$ 50.00</u>
	Total	\$100.00



(5) Other Services

(a) Tanning Facilities

<u>Annual Permit State Fee</u>	<u>\$150.00</u>
<u>County Fee</u>	<u>\$ 0.00</u>
<u>Total</u>	<u>\$150.00</u>

Fee for each additional device

<u>State Fee</u>	<u>\$55.00</u>
<u>County Fee</u>	<u>\$ 0.00</u>
<u>Total</u>	<u>\$55.00</u>

Re-inspection fee per each re-inspection

<u>State Fee</u>	<u>\$ 0.00</u>
<u>County Fee</u>	<u>\$75.00</u>
<u>Total</u>	<u>\$75.00</u>

Plan Review (new permits only)

<u>State Fee</u>	<u>\$ 0.00</u>
<u>County Fee</u>	<u>\$65.00</u>
<u>Total</u>	<u>\$65.00</u>

(b) Body Piercing

<u>Annual Permit</u>	
<u>State Fee</u>	<u>\$150.00</u>
<u>County Fee</u>	<u>\$ 0.00</u>
<u>Total</u>	<u>\$150.00</u>

Temporary Establishment

<u>State Fee</u>	<u>\$75.00</u>
<u>County Fee</u>	<u>\$ 0.00</u>
<u>Total</u>	<u>\$75.00</u>

Re-Inspection fee per required re-inspection

<u>State Fee</u>	<u>\$ 0.00</u>
<u>County Fee</u>	<u>\$75.00</u>
<u>Total</u>	<u>\$75.00</u>

Plan Review (new permits only)

<u>State Fee</u>	<u>\$ 0.00</u>
<u>County Fee</u>	<u>\$65.00</u>
<u>Total</u>	<u>\$75.00</u>

(c) Tattoo Establishments and Tattoo Artists

(i) Tattoo Establishment License

<u>State Fee</u>	<u>\$200.00</u>
<u>County Fee</u>	<u>\$ 50.00</u>
<u>Total</u>	<u>\$250.00</u>



(ii)	Tattoo Artist License	
	<u>State Fee</u>	\$ 60.00
	County Fee	<u>\$ 50.00</u>
	Total	\$110.00
(iii)	Late Fee — State (Reactivation Fee)	
	<u>Reactivation Fee</u>	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$75.00</u>
	<u>Total</u>	<u>\$75.00</u>
(iv)	Guest Tattoo Artist Registration (Appearing at fairs, festivals or other limited time events):	
	<u>State Fee</u>	\$35.00
	County Fee	<u>\$50.00</u>
	Total	\$85.00
(v)	Reinspection Fee	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$75.00</u>
	<u>Total</u>	<u>\$75.00</u>
(d)	Rabies test (low-risk species)	\$100.00
(e)	Group Care Homes and Facilities	
(i)	Residential Group Home(s) Voluntary request for inspection -	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$100.00</u>
	<u>Total</u>	<u>\$100.00</u>
(ii)	Adult Living Facilities General sanitation inspection as required by Agency for Health Care Administration -	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$100.00</u>
	<u>Total</u>	<u>\$100.00</u>
(iii)	Day Care Centers Annual general sanitation inspections -	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$100.00</u>
	<u>Total</u>	<u>\$100.00</u>



(iv)	Reinspection Fee	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$75.00</u>
	<u>Total</u>	<u>\$75.00</u>
(f) -(e)	Schools: Semi-annual environmental health inspection of school facilities (Annual Fee)	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$100.00</u>
	<u>Total</u>	<u>\$100.00</u>
(g) -(f)	Housing and Public Buildings Adult Entertainment Light meter reading	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$50.00</u>
	<u>Total</u>	<u>\$50.00</u>
(h) -(g)	Indoor Air Inspection	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$60.00</u>
	<u>Total</u>	<u>\$60.00</u>
(i)	Any inspection mandated by State not set forth in paragraph (5)	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$50.00</u>
	<u>Total</u>	<u>\$50.00</u>
(j)	Biomedical Waste Permits	
	State Fee	\$ 85.00
	County Fee	<u>\$ 50.00</u>
	Total	\$135.00
	Plan Review (new permits only)	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$65.00</u>
	<u>Total</u>	<u>\$65.00</u>
(k)	Mobile Home Parks	
(i)	State Fee (up to 25 spaces)	\$100.00
	County Fee (up to 25 spaces)	<u>\$ 50.00</u>
	Total	\$150.00
(ii)	State Fee (26-149 spaces)	\$ 4.00 per space
	County Fee (26-149 spaces)	\$100.00 per park
(iii)	State Fee (150 spaces and over)	\$600.00
	County Fee (150 spaces and over)	<u>\$100.00</u>
	Total	\$700.00



(iv)	Reinspection Fee	
	<u>State Fee</u>	<u>\$ 0.00</u>
	County Fee	<u>\$75.00</u>
	<u>Total</u>	<u>\$75.00</u>
(v)	Plan Review (new permits only)	
	<u>State Fee</u>	<u>\$ 0.00</u>
	<u>County Fee</u>	<u>\$65.00</u>
	<u>Total</u>	<u>\$65.00</u>
(l)	Migrant Labor Camp Inspection	
	State Fee	\$150.00
	County Fee	<u>\$ 0.00</u>
	Total	\$150.00

H. ACADEMIC INTERNSHIP.

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

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



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7470

Title:

Approve and authorize the Chairman to execute the Aspire Health Partners Homelessness Partnership Agreement in the amount \$154,970 to continue providing outreach, engagement and assessments while maintaining housing stability case management services for the Seminole County chronically homeless population. Countywide (**Carrie Longworth, Community Assistance, Division Manager**)

Division:

Community Services - Community Assistance

Authorized By:

Allison Thall

Contact/Phone Number:

Anea Brown / 407-665-2369

Background:

Through participation in the local Continuum of Care (CoC) and based on the community need identified by the Seminole Action Board, Seminole County Community Services and Aspire Health Partners have partnered to increase the number of chronically homeless individuals served in Seminole County. The funding for Fiscal Year 2022-2023 will continue housing stabilization case management services for the chronically homeless through permanent supportive housing for clients who have been housed and seeking housing.

The two Case Management positions will continue to leverage housing resources for up to 30 chronically homeless Seminole County residents by accessing rental subsidies from the Continuum of Care (CoC) funding managed by Homeless Service Network (HSN). In addition, the funding will maintain safety protocols and expansion of outreach services in Seminole County.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Aspire Health Partners Homelessness Partnership Agreement in the amount \$154,970 to

continue providing outreach, engagement and assessments while maintaining housing stability case management services for the Seminole County chronically homeless population.

**SEMINOLE COUNTY AND ASPIRE HEALTH PARTNERS, INC.
HOMELESSNESS PARTNERSHIP AGREEMENT
FISCAL YEAR 2022-2023**

THIS AGREEMENT is made and entered by and between **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **ASPIRE HEALTH PARTNERS, INC.**, a Florida Not for Profit corporation, whose address is 5151 Adanson Street, Suite 201, Orlando, Florida 32804, hereinafter referred to as “**ASPIRE**”.

WITNESSETH:

WHEREAS, **ASPIRE** provides comprehensive mental health and social services to residents of Seminole County, Florida, including the Homelessness Outreach Partnership Effort; and

WHEREAS, **COUNTY** has determined this program and its services provide a **COUNTY** purpose and has authorized funding for this purpose; and

WHEREAS, **COUNTY** has appropriated funds to assist in furthering this **COUNTY** purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Effective Date and Term. The Effective Date of this Agreement will be October 1, 2022 and continues through September 30, 2023.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that ASPIRE fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received notice of termination. Upon termination of this Agreement, ASPIRE must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8, 11 and 14 under this Agreement will survive the term of this Agreement as a whole and any termination as provided for in this Agreement.

Section 4. Services. ASPIRE must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to pay for one (1) staff member to locate and provide street outreach for individuals experiencing homelessness in Seminole County and (2) Case Managers to provide Permanent Supportive Housing (PSH) case management to chronically homeless individuals and families, as described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by reference (the "Scope of Work"). Results of this effort will be reported to COUNTY monthly and, based on the monthly activity reports, the COUNTY's Community Services Director will determine the scope and frequency of on-going services.

Section 5. Revenue from Other Sources. ASPIRE must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by ASPIRE during the term of this Agreement. It is understood that ASPIRE has not previously entered into, and will not enter into, an agreement with any other party,

including service recipients under this Agreement, whereby ASPIRE would be paid for providing the above services except as specified in Section 4 above.

Section 6. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. In addition, ASPIRE, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) All specifications noted in this Section are REQUIRED unless waived in writing by COUNTY.

(1) Before commencing work, ASPIRE must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 6(d) below and including the following as Certificate Holder and Additional Interest:



Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. 1st Street
Sanford, FL 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage, or ten (10) days for non-payment. Until such time as the insurance is no longer required to be maintained by ASPIRE, ASPIRE must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal, or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 6(b)(1) above of cancellation, non-renewal, and restriction.

(3) The certificate must have this Agreement title marked on its face. In lieu of the statement on the Certificate of Insurance, ASPIRE has the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, ASPIRE must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by Section 6(d) below. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

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

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

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

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by ASPIRE in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of ASPIRE. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, ASPIRE must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and ASPIRE must remedy any deficiencies in the policies of insurance within ten (10) days.

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

(11) Additional Insured: The Seminole County Board of County Commissioners and its respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

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

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulations to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 6(d)(1) (Workers' Compensation/Employer's Liability), authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.



(3) If, during the period an insurance company is providing the insurance coverage required by this Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, ASPIRE must, as soon as ASPIRE has knowledge of any such circumstance, immediately notify COUNTY and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ASPIRE has replaced the unacceptable insurer with an insurer acceptable to COUNTY, ASPIRE will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of ASPIRE must, at ASPIRE's sole expense, procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this Section 6. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of provision of services by ASPIRE and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) ASPIRE's insurance must cover ASPIRE and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act, and any other applicable Federal ~~or~~ State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by ASPIRE are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) ASPIRE's insurance must cover ASPIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) ASPIRE must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by ASPIRE must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 6(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements.

(D) The minimum limits to be maintained by ASPIRE are as specified in Section 6(d)(2).

(E) The Seminole County Board of County Commissioners and its respective officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) ASPIRE's insurance must cover ASPIRE for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto

Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by ASPIRE are as specified in Section 6(e)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	\$500,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$500,000
(2)	<u>Commercial General Liability:</u>	
	General Aggregate	Two times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Employee Dishonesty	\$ 50,000
	Sexual Abuse Liability	\$1,000,000
		per Occurrence
		\$1,000,000
		General Aggregate
(3)	<u>Business Auto Policy:</u>	
	Each Occurrence	\$1,000,000

Section 7. Indemnification.

(a) ASPIRE will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason or as a result of the following: the loss of any monies paid to ASPIRE resulting out of ASPIRE's fraud, defalcation, dishonesty, or failure of ASPIRE to comply with applicable laws or regulations; or any willful or

negligent act or omission of ASPIRE in the performance of this Agreement or any part of it; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of the parties, to the extent permitted by law.

(c) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold ASPIRE harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of ASPIRE its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.



(d) ASPIRE expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property arising out of or resulting from ASPIRE's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(e) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both ASPIRE and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(f) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time.

(g) The waiver of a provision in Section 6 concerning insurance by either party will not constitute the further waiver of Section 6 or the waiver of any other provision of this Agreement.

Section 8. Billing and Payment. COUNTY will provide financial assistance to ASPIRE up to a maximum sum of ONE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$154,970.00) for all services ASPIRE provides under this Agreement during the term of this Agreement. The approved budget for this Agreement is incorporated in this Agreement as the attached Exhibit B. This sum is payable in twelve (12) monthly installments for the term of this Agreement upon fulfillment of the following conditions:

(a) Receipt by COUNTY of a payment request in the format set forth in the Payment Request Form attached to this Agreement as Exhibit C incorporated by reference ("Payment Request"). This request in the format must only be for services specifically provided for under this Agreement; and

(b) Seminole County's Community Services Department Project Manager will verify that submitted reports, Exhibit B, Exhibit C, and associated supporting documentation are accurate. If the reports are incorrect, COUNTY staff will make the necessary corrections and return the request for revision(s). ASPIRE has 5 business days to make the revisions and return. If the revisions are not returned within the allotted timeframe, a zero dollar request for payment will be recorded for that month and ASPIRE will not be reimbursed for that month.

(c) COUNTY's payment to ASPIRE will be made on a monthly basis and is contingent upon ASPIRE's timely submittal of acceptance documentation to COUNTY on or before the 15th day of the month.

(d) Verification by COUNTY's Community Assistance Division Homeless Solution Officer that the services for which reimbursement is sought complies with service projections as described in the Scope of Work and that ASPIRE has complied with the reporting requirements contained in this Agreement.

(e) Payment requests must be sent to:

Homeless Solution Officer
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

(f) Verification by COUNTY's Community Assistance Homeless Solution Officer that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. ASPIRE reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to ASPIRE within thirty (30) days of intended capture and reallocation.

Section 9. Reporting Requirements.

(a) ASPIRE must submit to COUNTY on a monthly basis a report in the format attached to and incorporated to this Agreement as Exhibit D, Monthly Report, which includes the total number of COUNTY clients contacted, recorded in the HMIS, and for which clients the VI-SPDAT Tool forms were completed, as well as any preapproved office supplies and specialized equipment.

(b) ASPIRE must submit a report in the format attached to this Agreement as Exhibit D to COUNTY by the 15th day of each month. Any monthly reports as outlined in this Section or above (Exhibits C and D) submitted after the 15th day of the month will require written justification for the delayed submission.

Section 10. Unavailability of Funds. If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, as applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to ASPIRE as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by ASPIRE after ASPIRE has received such notice of termination. In the event there are any unused COUNTY funds, ASPIRE must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 11. Access to Records. ASPIRE will allow COUNTY, its duly authorized agent and the public access to such of ASPIRE's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes (2022), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, 42 U.S.C. §§ 1301d to d-9, 45 C.R.F. §§ 160, 162 and 164, as these statutes and regulations may be amended from time to time.

Section 12. Audit. ASPIRE must submit to COUNTY an audit report for the term of this Agreement on or before December 31, 2023, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Public Records Law.

(a) ASPIRE acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended

from time to time, to release public records to members of the public upon request. ASPIRE acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, ASPIRE must provide COUNTY with all requested public records in ASPIRE's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) ASPIRE specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2022), as this statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the ~~services~~ required under this Agreement;


(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, or as otherwise provided by law;

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

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

and maintains the public records upon completion of this Agreement, ASPIRE must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to ASPIRE. ASPIRE may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2022), as this statute may be amended from time to time.

(d) IF ASPIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS  RELATING TO THIS CONTRACT, ASPIRE MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT DIRECTOR, AT 407-665-2302, ATHALL@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FL 32773.

Section 14. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this Section:

As to COUNTY:

Director
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, FL 32773

As to ASPIRE:

Babette Hankey, President/CEO
Aspire Health Partners, Inc.
5151 Adanson Street, Suite 201
Orlando, FL 32804

Section 15. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under this Agreement without the written consent of the other.

Section 16. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 17, Remedies. Events of Default, include:

(a) If any warranty or representation made by ASPIRE in this Agreement becomes false or misleading in any respect, or if ASPIRE fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If ASPIRE has failed to perform and complete on time any of its obligations under this Agreement.

Section 17. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to ASPIRE and upon ASPIRE'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 in accordance with Section 3, Termination;

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

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that ASPIRE refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

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

(1) request additional information from ASPIRE to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise ASPIRE to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require ASPIRE to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by ASPIRE, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by ASPIRE.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and

previous agreements between the parties relating to the subject matter of this Agreement. Exhibits A, B, C, and D to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

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

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ASPIRE must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ASPIRE as provided above.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party has any rights under or as a result of this Agreement or any right to enforce any provisions of this Agreement.


Section 19. Governing Law. The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited under Federal or State law govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under State law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under Federal law.

Section 20. Interpretation. ASPIRE and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a

provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

Section 21. Equal Opportunity. ASPIRE will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability. ASPIRE will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed  and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. Independent Contractor. It is agreed that nothing contained in this Agreement is intended or may be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting ASPIRE, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

Section 26. Conflict of Interest.

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2022), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2022), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or Federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 27. Employee Status. Persons employed by ASPIRE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ASPIRE, nor do these employees have any claims to pensions,


workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to ASPIRE's officers and employees either by operation of law or by ASPIRE.

Section 28. Parties Bound. This Agreement is binding upon and inures to the benefit of ASPIRE and COUNTY, and their successors and assigns.


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

ATTEST:

ASPIRE HEALTH PARTNERS, INC.


Christine Suehle (Dec 15, 2022 10:47 EST)
CHRISTINE SUEHLE,
Assistant Secretary/Chief of Staff

(CORPORATE SEAL)


By: Babette Hankey (Dec 15, 2022 14:00 EST)
BABETTE HANKEY,
President/CEO

Date: **Dec 15, 2022**

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

RM
9/8/22

T:\Users\Legal Secretary CSB\Community Services\2022 Agreements\Aspire (Homelessness Partnership Agt).docx

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Payment Request
- Exhibit D – Monthly Report

EXHIBIT A

SCOPE OF WORK

HOMELESS PARTNERSHIP AGREEMENT

Agency Name: Aspire Health Partners, Inc.
Agency Address: 5151 Adanson Street, Suite 201, Orlando, Florida 32804
Chief Executive Officer: Babette Hankey
Agency Phone No. : (407) 875-3700
Agency Email: Babette.Hankey@aspirehp.org
Chief Executive Officer Email: Babette.Hankey@aspirehp.org

Funds will be used to pay for one (1) staff member to locate and provide street outreach for individuals experiencing literal homelessness in Seminole County and one point four (2) Housing Stability Case Managers to provide services to chronically homeless individuals and families under the Permanent Supportive Housing (PSH) component. The associates will record relevant information via the VI-SPDAT Tool and Homeless Management Information System (HMIS).

Funds will be allocated at the rate of \$25.34/hour each for three (3) direct service staff providing said services as well as any approved office supplies and required equipment. Funding not to exceed 14% of the total contract can be provided for the Program Manager salary/fringe.

The following will be reported on a monthly basis for street outreach: The number of Seminole County residents experiencing homelessness that were contacted (both new and duplicate), the number of completed VI-SPDATs, the number of residents being navigated into the Coordinated Entry System and the number of individuals entered into HMIS. The performance target for this effort is at least twelve (12) individuals and/or families experiencing homelessness per month. One family is considered to be one contact. For the purposes of this Agreement, a family is defined as two (2) or more individuals who live together and are dependent on each other for basic needs

The following will be reported on a monthly basis for PSH Case Management: The number of residents receiving Housing Stabilization Case Management, the number of residents housed each month, the status of units located (individual accepted, denied, reason). The performance target for this effort is a caseload of 15 chronically homeless individuals and/or families per Case Manager. Case Manager positions are full time (40 hours per week) and should be able to provide transportation options for homeless clients receiving services.

For the purposes of this Agreement, homelessness is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence; any individuals or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against an individual or a family member; and/or any individual or family defined as homeless by any Federal statute.

**The number of outreach workers and case managers performing each function may fluctuate depending on the need.*

Exhibit A
Homelessness Partnership Agreement
Fiscal Year 2022-2023

EXHIBIT B

PROJECT BUDGET

HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

Activity	Budget
Street Outreach/ Housing Stabilization Case Management	\$ 126,497.28
Program Manager – Project Oversight	\$ 21,506.12
Operating Expenses	\$ 6,966.60
Total	\$154,970.00

Exhibit B
Homelessness Outreach Partnership Effort Agreement
Fiscal Year 2022-2023

EXHIBIT C

PAYMENT REQUEST

HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

FOR THE MONTH OF: _____ **REQUEST NO:** _____

Budget Categories	Total Approved Budget	Previous Payments	Amount of this Request	Payments Made to Date	Remaining Balance
Operating Expenses	\$ 6,966.60				
Street Outreach/ Housing Stabilization Case Management	\$ 126,497.28				
Administrative: Program Manager	\$ 21,506.12				
TOTAL	\$ 154,970.00				

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contract and are documented by the attachment(s).

(Signature)

Date

Please attach documentation substantiating expenditures.

Date Received by Seminole County

Exhibit C
Homelessness Outreach Partnership Effort Agreement
Fiscal Year 2022-2023

EXHIBIT D
MONTHLY REPORT
HOMELESS PARTNERSHIP AGREEMENT

SUBRECIPIENT: Aspire Health Partners

PROGRAM NAME: Street Outreach and Permanent Supportive Housing Case Management

FOR THE MONTH OF: _____

Street Outreach

Total Number of Seminole County Clients Contacted	Unduplicated Number of Seminole County Clients Contacted	Number of VI-SPDATS completed	Number of Seminole County clients entered into HMIS	Number of Clients receiving Navigation Services

PSH Case Management

Total Number of Seminole County Clients Receiving Case Management	Total Number Housed During the Month	Year to Date Housed	Number of Seminole County clients entered into HMIS	Number of Units Located

Issues or Concerns with Housing Units:

Date Received by
Seminole County

(Signature) _____ Date _____











Seminole County Hope FY-23

Final Audit Report

2022-12-15

Created:	2022-12-14
By:	Diana Garcia (Diana.garcia@aspirehp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmI_IkPsY7leMwCFzBWRTwQbl7gNW_JFo

"Seminole County Hope FY-23" History

-  Document created by Diana Garcia (Diana.garcia@aspirehp.org)
2022-12-14 - 8:42:12 PM GMT- IP address: 97.79.34.2
-  Document emailed to christine.suehle@aspirehp.org for signature
2022-12-14 - 8:43:37 PM GMT
-  Document emailed to babette.hankey@aspirehp.org for signature
2022-12-14 - 8:43:37 PM GMT
-  Email viewed by christine.suehle@aspirehp.org
2022-12-14 - 8:57:25 PM GMT- IP address: 104.47.57.254
-  Signer christine.suehle@aspirehp.org entered name at signing as Chrisitne Suehle
2022-12-15 - 3:47:08 PM GMT- IP address: 97.79.34.2
-  Document e-signed by Chrisitne Suehle (christine.suehle@aspirehp.org)
Signature Date: 2022-12-15 - 3:47:10 PM GMT - Time Source: server- IP address: 97.79.34.2
-  Email viewed by babette.hankey@aspirehp.org
2022-12-15 - 6:58:51 PM GMT- IP address: 104.47.58.254
-  Signer babette.hankey@aspirehp.org entered name at signing as Babette Hankey
2022-12-15 - 7:00:35 PM GMT- IP address: 97.79.34.2
-  Document e-signed by Babette Hankey (babette.hankey@aspirehp.org)
Signature Date: 2022-12-15 - 7:00:37 PM GMT - Time Source: server- IP address: 97.79.34.2
-  Agreement completed.
2022-12-15 - 7:00:37 PM GMT



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7468

Title:

Approve substantial amendments to the 2020-2024 Consolidated Plan and the FY 2022/2023 Annual Action Plan, authorize Chairman to execute all corresponding documents and signature pages, Standard Form-SF424 and SF-424D, all certification pages, Subrecipient Agreements, and subsequent Grant Agreements with HUD, and authorize Community Services Department staff to submit amendments to HUD for approval. Countywide (**Carrie Longsworth, Community Assistance Division Manager**)

Division:

Community Services - Community Assistance

Authorized By:

Allison Thall

Contact/Phone Number:

Carrie Longsworth/407-665-2389

Background:

Seminole County is an entitlement community that receives direct allocations of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) funds from the US Department of Housing and Urban Development (HUD). Seminole County submitted the 2020-2024 Consolidated Plan which outlines the priorities and uses of these federal grants for five years. The Consolidated Plan was approved by the Seminole Board of County of County Commissioners February 23, 2021 and subsequently submitted and approved by HUD.

Each year Seminole County develops an Annual Action Plan to describe the annual goals and projects that will be implemented. Seminole County Community Services is currently implementing the FY 2022/2023 Action Plan. The 2022/2023 Action Plan was approved in August 2022.

Since the time of the plan approval, Florida was impacted by Hurricane Ian. Seminole County, along with other impacted communities across the state, experienced economic and housing impacts as a result. As authorized by 42 U.S.C 113654a(c)(1), HUD has determined to make a special allocation of ESG funding to Seminole County to address

the needs of homeless individuals and families or individuals and families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) on or after December 20, 2019, whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including the Transitional Sheltering Assistance (TSA) program under such Act (42 U.S.C. 5170b).

Seminole County is slated to receive \$386,784 in special ESG Rapid Unsheltered Survivor Housing (RUSH) funds Hurricane Ian response. A substantial amendment is required to be completed, to receive the RUSH funding from HUD.

The proposed amendment is as follows:

1. Programming \$386,784 in RUSH Funds made available through disaster relief

RUSH Funds may be used for:

- Shelter Operations-Maintaining a sanitary shelter environment will help to keep staff and participants healthy
- Street Outreach-Materials to assist unsheltered homeless
- Rapid-Rehousing-Rapid-Rehousing assistance
- HMIS/Data Collection
- Grant Administration
- Homelessness Prevention

The Emergency Solutions Grant (ESG) Program section of the Annual Action Plan will be amended to:

Include a special allocation of ESG-RUSH funding to address the needs of literally homeless individuals and families or individuals and families at risk of homelessness in areas affected by a major disaster.

ESG-RUSH funding will be allocated as follows: Rapid Re-Housing (\$241,740), Emergency Shelter (\$116,035), and Admin/Planning (\$29,009)

Staff Recommendation:

Staff recommends the Board approve the substantial amendments to the 2020-2024 Consolidated Plan and the FY 2022/2023 Annual Action Plan, authorize Chairman to execute all corresponding documents and signature pages, Standard Form-SF424 and SF-424D, all certification pages, Subrecipient Agreements, and subsequent Grant Agreements with HUD, and authorize Community Services Department staff to submit amendments to HUD for approval.

ATTACHMENT 1

GENERAL CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Chairman
Title

ATTACHMENT 2

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent

practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Chairman
Title

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Seminole County Board of County Commissioners

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000856

*** c. UEI:**

JPJLF4QHYR13

d. Address:

*** Street1:** 1101 East First Street

Street2:

*** City:** Sanford

County/Parish:

*** State:** FL: Florida

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 32771-1468

e. Organizational Unit:

Department Name:

Community Services

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Allison

Middle Name:

*** Last Name:**

Thall

Suffix:

Title: Director

Organizational Affiliation:

*** Telephone Number:** 407-665-2301

Fax Number:

*** Email:** athall@seminolecountyfl.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant - RUSH

* 12. Funding Opportunity Number:

N/A

* Title:

Emergency Solutions Grant - Rapid Unsheltered Survivor Housing (RUSH)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Activities to benefit low/moderate income persons that are homeless or at-risk of homelessness and who have been residing in an area affected by a major disaster.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="386,784.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="386,784.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman
APPLICANT ORGANIZATION Seminole County Board of County Commissioners	DATE SUBMITTED 

SF-424D (Rev. 7-97) Back



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7456

Title:

Approve the Chairman to execute the Resolution authorizing the conveyance of county properties for the construction of affordable housing in Seminole County and execute the Donation Agreement with Habitat for Humanity of Seminole County and Greater Apopka, and subsequent Donation Agreements upon agency execution. District5 - Herr, District2-Zembower (**Stacey Smithwick, Community Development, Division Manager**)

Division:

Community Services - Community Development

Authorized By:

Allison Thall

Contact/Phone Number:

Stacey Smithwick/407-665-2362

Background:

On April 26, 2022, the BCC approved the Affordable Housing ARPA plan to promote affordable housing in Seminole County.

A Notice of Funding Availability (NOFA) was released on May 11, 2022, to the public with the intent to partner with qualified for-profit and non-profit developers/contractors to develop affordable housing for 1st-time homebuyers. These homes must be completed and sold prior to December 31, 2026.

Section 125.38 Florida Statutes authorizes the conveyance of county property to a non-profit organization in accordance with certain procedures. Seminole County owns six parcels of land and would like to convey its interest in land to a qualified non-profit organization, Habitat for Humanity of Seminole County and Greater Apopka (Habitat) to develop and create affordable housing.

Habitat has agreed to build affordable homes for families of low- and moderate-income levels on the donated parcels of land in Seminole County, subject to a Restrictive Use Covenant (RUC) guaranteeing their affordability for a period of thirty years.

Staff Recommendation:

Staff recommends the Board approve the Chairman to execute the Resolution authorizing the conveyance of county properties for the construction of affordable housing in Seminole County and execute the Donation Agreement with Habitat for Humanity of Seminole County and Greater Apopka, and subsequent Donation Agreements upon agency execution.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PROVIDING FOR THE DONATION OF COUNTY PROPERTY TO HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC., A NON-PROFIT ORGANIZATION, FOR THE CONSTRUCTION OF AFFORDABLE HOUSING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 125.38, Florida Statutes (2022) authorizes the conveyance of county property to a non-profit organization in accordance with certain procedures; and

WHEREAS, Seminole County owns four parcels of land known as:

See attachment A to the Donation Agreement attached to this Resolution as Exhibit 1 for legal description (the "Property").

WHEREAS, section 125.38, Florida Statutes provides that in order for a county to convey its interest in land to a non-profit organization for nominal consideration, such conveyance must be for the public or community interest and welfare; and

WHEREAS, the Property is not needed for a County purpose;

WHEREAS, section 125.38, Florida Statutes requires that the Board adopt a resolution setting forth both the purpose for which the property is to be used and its price;

WHEREAS, the Seminole County Board of County Commissioners wishes to express its intention to donate four parcels of land to enable Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc. ("Habitat for Humanity"), a not-for-profit corporation, to construct affordable homes for Seminole County, in furtherance of the County's goal to promote affordable housing; and

WHEREAS, Habitat for Humanity wishes to be the recipient of such land and has agreed to construct affordable homes for families of low and moderate incomes of Seminole County, subject to a restrictive use covenant guaranteeing their affordability for a period of thirty (30) years, and subject to a reverter clause requiring commencement of construction within three years.

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

Section 1. The County agrees to convey County land to Habitat for Humanity, a not-for-profit organization, for Habitat for Humanity to build affordable homes on the donated parcels of land.

Section 2. The Chairman of the Board is authorized to execute the Donation Agreement and County Deeds relating to the Property.

Section 3. This Resolution shall be incorporated into the official minutes of Clerk of the Circuit Court in and for Seminole County. 

Section 4. This Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

For the use and reliance of
Seminole County only.

Date: _____

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

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit 1 – Donation Agreement and attachments

GSK (T drive: Users\GKahn\AffordableHousing\DonationContract\Resolution Donation Agr.docx)
11/17/2022



**DONATION AGREEMENT
(BETWEEN HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC., and SEMINOLE COUNTY)**

THIS DONATION AGREEMENT (*this “Agreement”*) is made and entered into effective as of the ____ day of ____, 2022 (the “*Effective Date*”), by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “*Donor*,” and **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. (“HABITAT FOR HUMANITY”)**, a not-for-profit corporation registered in the State of Florida, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701 in this Agreement referred to as “*Donee*.”

RECITALS

- A. WHEREAS, Donor is a charter county and political subdivision of the State of Florida.
- B. WHEREAS, Donor owns certain real property located in Seminole County, Florida, which real property is more particularly described in Exhibit A, attached and incorporated into this Agreement, together with any and all hereditaments and appurtenances (collectively, the “*Property*”).
- C. WHEREAS, Donee has approached Donor with a proposal to develop the Property for purposes of developing and creating affordable housing.
- D. WHEREAS, Donor desires to donate the Property to Donee, and Donee desires to accept donation of the Property, subject to terms, covenants and conditions herein. Donor will deed the Property to Donee, as illustrated by Exhibit B.

NOW, THEREFORE, for and in consideration of foregoing recitals and the mutual covenants and conditions contained in this Agreement, Donor hereby agrees to convey to Donee the Property conditioned upon the following terms and conditions:

**ARTICLE 1.
DONATION OF THE PROPERTY**

- 1) **Donation of the Property**. Upon the terms, covenants and conditions set forth in this Agreement, Donor agrees to donate to Donee the Property, inclusive of all improvements, and Donee agrees to accept the donation of the Property from Donor.
- 2) **“AS IS” Donation**. Donee acknowledges and agrees that, except as expressly set forth in this agreement and any document delivered to Donee by Donor, Donor has not made, and specifically negates and disclaims, any representations, warranties regarding any aspect of the property, including without limitation: (A) the value, nature, quality or physical condition of

the property; (B) the income to be derived from the property; (C) the compliance of the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (D) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (E) the manner, quality, state of repair or lack of repair of the property; or (G) compliance of the property with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the property of hazardous materials. Additionally, except as expressly set forth in this agreement or any of the documents delivered by Donor to Donee, no person acting on behalf of Donor is authorized to make, and by execution of this Agreement, Donee acknowledges that no person has made any representation warranty, covenant or agreement regarding the Property or the Donation contemplated in this Agreement. Donee acknowledges and agrees that to the maximum extent permitted by law, the donation of the Property is made on an "as is" basis with all faults. Donee assumes the risk that adverse past, present or future physical characteristics and conditions of the property may not have been revealed by Donor's disclosures. The provisions of this section shall survive any termination of this agreement.

- 3) **Reversionary Interest.** Donee agrees that if Donee fails to begin construction of affordable housing within the first three (3) years of the execution of this contract, then upon written notice by Donor to Donee electing to exercise its rights pursuant to this section, title to the Property shall revert back to Donor and the reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting such portion of the Property which were made or created after the date of this Agreement. In the event Donee does commence construction within such time period, then upon Donee's request, Donor agrees to execute an instrument, in recordable form reasonably acceptable to Donor and Donee, acknowledging the satisfaction of the condition to build within three years, and the termination of Donor's reversionary interest in the Property. Nothing in this Agreement shall preclude Donee from, for any reason whatsoever, in its discretion, conveying the Property back to Donor prior to the third (3rd) year of this Agreement.
- 4) **Restrictive Use Covenant.** Donee agrees to and acknowledges the Restrictive Use Covenant ("RUC"), restricting the use of the Property for affordable housing by Low and Moderate Income households for a period of thirty (30) years from the recording date of such RUC (the "Affordability Period"). The RUC is part of the Deed, which is attached as Exhibit C to this Agreement. For the purposes of this agreement, Low income and Moderate Income are defined as:

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

"Moderate Income" means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County's Attainable Housing Strategic Plan.

ARTICLE 2.
REPRESENTATIONS, COVENANTS AND WARRANTIES

- 1) **Donor's Representation, Covenants and Warranties.** Donor represents, warrants and covenants to Donee as follows:
- a. **Donor's Authority:** Donor is a charter county and political subdivision of the State of Florida and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations under this Agreement. Donor's authority to enter into contract, however, is contingent upon the Board of County Commissioners adopting a resolution approving this transaction.
 - b. **All Required Action Taken.** All action required pursuant to this Agreement and necessary to effectuate the donation contemplated in this Agreement has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.
- 2) **Donee's Representation, Covenants and Warranties.** Donee represents, warrants and covenants to Donor as follows:
- a. **Donee's Authority.** Donee is a Florida not-for-profit corporation organized under the law of Florida, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations.
 - b. **All Required Action Taken.** All action required pursuant to this Agreement and necessary to effectuate the donation has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 3.
RELEASE OF CLAIMS

- 1) **Release of Claims.** Donee hereby covenants and agrees to release and not to sue Donor, its officers, directors, attorneys, agents and employees (the "Released Parties") as a result of any and all claims regarding the condition of the Property, including any and all claims and causes of action existing as of the date of Donor's delivery of the Deed for the Property to Donee and any claims and causes of action, whether at common law or by federal, state, county or municipal law or ordinance. The provisions of this paragraph shall survive the conveyance of the Property.

**ARTICLE 4.
GENERAL PROVISIONS**

- 1) **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Agreement, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by Donor and Donee.
- 2) **Binding Effect.** The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained in the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.
- 3) **Controlling Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.
- 4) **Counterparts.** This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.
- 5) **Conflict of Interest.** Donee shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.
- 6) **Assignment.** Donee may not assign its interest in this Agreement without the prior approval of the Donor.
- 7) **Notice.** For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Community Development Office
Seminole County Government
524 West Lake Mary Blvd
Sanford, FL 32773


For HABITAT FOR HUMANITY:

P.O. Box 181010
Casselberry, FL 32718

- 8) **Expense of Parties.** In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorney's fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated by this Agreement.
- 9) **Effective Date.** The term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below in the signatory page.
- 10) **Exhibits.** Any reference to any exhibit, addendum, or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated by reference and made a part of this Agreement.
- 11) **Conflicts.** In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision in time shall control to the extent of a conflict.

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

ATTEST:


Signature

Kelly Pisciotta
Print Name


Signature

WENDY SMITH
Print Name



Habitat for Humanity of Seminole County
and Greater Apopka, Florida Inc.,

By: 
PENNY J. SEATER, Executive Director

11/15/2022
Date

[Balance of this page left intentionally blank]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

GLK/

11/14/22

Attachments:

Exhibit "A" – Legal description

Exhibit "B" – Sample Deed

Exhibit "C" – Sample RUC



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EXHIBIT A TO DONATION AGREEMENT

Legal Description of Property

A. Parcel ID: 10-21-30-5BR-0A00-0020

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

B. Parcel ID: 35-19-30-507-0000-0140

LOT 14 (LESS W 5 FT)
AMENDED PLAT ELNORA SQUARE
DB 113 PG 482

C. Parcel ID: 35-19-30-513-2200-0180

LOT 18 BLK 22
PINE LEVEL
PB 6 PG 36

D. Parcel ID: 25-19-30-5AI-0816-0010



LOTS 1 & 2 (LESS RD)
BLK 8 TR 16
SEMINOLE PARK
PB 2 PG 75

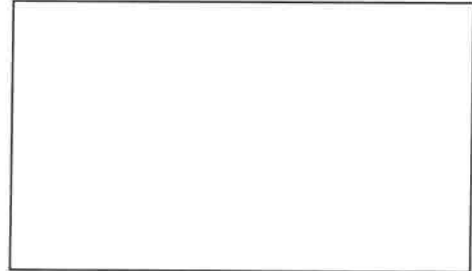
[Balance of this page left intentionally blank]

EXHIBIT B TO DONATION AGREEMENT

DEED

This document was prepared by:
Gerlin Kahn, Esq.
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, FL 32771

Please return to:
Seminole County Community Services Dept.
520 W. Lake Mary Blvd. Suite 300
Sanford, FL 32773



**COUNTY DEED
COUNTY OF SEMINOLE, FLORIDA**

THIS COUNTY DEED is made this ____ day of _____, 20____, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter called the "GRANTOR", and **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. ("HABITAT FOR HUMANITY")**, a Florida Not for Profit corporation, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, hereinafter called the "GRANTEE".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN DOLLAR (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to wit:

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

Parcel ID: 10-21-30-5BR-0A00-0020
(hereinafter referred to as the "Property").

This conveyance shall be construed as a determinable fee simple according to the following condition:

The Restrictive Use Covenant attached to this instrument as Exhibit A be executed and recorded restricting the use of the Property for affordable housing by Low and Moderate Income households for a period of thirty (30) years from the recording date of such Restrictive Use Covenant (the “Affordability Period”).

“Low Income” means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

“Moderate Income” means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County’s Attainable Housing Strategic Plan.

If GRANTEE fails to use the Property to provide affordable housing to Low and Moderate Income Households during the Affordability Period, then the Property and all rights conveyed pursuant to this County Deed shall revert to GRANTOR.

If GRANTEE fails to begin construction of these affordable homes within three (3) years of the execution of this deed, then the Property and all the rights conveyed pursuant to this County Deed shall revert to Grantor.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
GLK
11/14/22

EXHIBIT C TO DONATION AGREEMENT

RESTRICTIVE USE COVENANT

This document was prepared by:
Gerlin Kahn, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return to:
Community Development Office
Seminole County Government
524 West Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC. ("HABITAT FOR HUMANITY")**, a Florida Not for Profit corporation, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, hereinafter the "GRANTOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "GRANTEE," concerning certain parcel of real property, hereinafter the "Property", the address, legal description, and parcel identification number for which are as follows:

NLY 35 FT OF LOT 2 & ALL LOT 4 (LESS RD)
BLK A
AMENDED PLAT OF BUTTONS SUBD
PB 9 PG 25

Parcel Identification No.: **10-21-30-5BR-0A00-0020**

The use of the Property shall be restricted to providing affordable housing only for Low and Moderate Income households for a period of Thirty (30) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida (the "Affordability Period").

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

“Moderate Income” means gross household income not to exceed one-hundred twenty percent (120%) of the median family income within the Orlando Metropolitan Statistical Area. Or one-hundred forty percent (140%) per Seminole County’s Attainable Housing Strategic Plan.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly approved and executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

[Balance of this page left intentionally blank]



DRAFT – NOT FOR EXECUTION

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:

**Habitat for Humanity of Seminole County
and Greater Apopka, Florida Inc.,**

Signature

By: _____
PENNY J. SEATER, Executive Director

Print Name

Date

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)



I HEREBY CERTIFY that, on this ____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____ a *[corporation, limited liability company]* organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the *[entity]*, and that they also affixed thereto the official seal of the *[entity]*.

[NOTARY SEAL]

Notary Public in and for the County and
State aforementioned

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7469

Title:

Approve and authorize the Chairman to execute the Affordable Housing Development Agreement between Seminole County and Florida Superior Properties Economic Community Services (Florida S.P.E.C.S) relating to American Rescue Plan Act (ARPA) funding and subsequent funding agreements. District5- Herr (**Stacey Smithwick, Community Development, Division Manager**)

Division:

Community Services - Community Development

Authorized By:

Allison Thall

Contact/Phone Number:

Stacey Smithwick/407-665-2362

Background:

On March 11, 2021, Congress passed the American Rescue Plan Act that amended, in part, Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The Funds provide \$350 billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments. Seminole County's total allocation of \$91,646,669.00 allows the County to respond to the COVID-19 public health emergency or its negative economic impacts by developing affordable housing.

The Department of the Treasury's Final Rule recognizes the pandemic caused broad-based impacts that affected many communities, households, and small businesses and presumes low- or moderate-income households and communities to have been most impacted. The Treasury's Final Rule also recognizes programs or services that are needed to support long-term housing security, including the development of affordable housing and permanent supportive housing, as eligible responses to address this impact.

In an effort to address the pandemic's impact on affordable housing, on April 25, 2022, the BCC approved the Affordable Housing ARPA plan to promote affordable housing in

Seminole County. Subsequently, Seminole County Community Services Department issued a \$2 million dollar Notice of Funding Availability (NOFA), seeking proposals from qualified affordable housing developers with shovel-ready projects, to fully fund the development of single-family homeownership units for first-time homebuyers.

On July 26, 2022, the BCC adopted a Resolution for the Donation of six (6) parcels of land to Florida S.P.E.C.S. to develop and create affordable housing for families of low- and moderate-income levels.

Florida S.P.E.C.S requested, and the County agreed, to provide funding for the development of affordable housing, under the ARPA Program, Treasury regulations, and/or Treasury guidance.

Florida S.P.E.C.S will construct and manage the development of the Affordable Home on the following parcel:

Legal Description: Lot 35
 Midway
 PB 1 PG 41
Parcel ID: 32-19-31-513-0000-0350

Florida S.P.E.C.S will execute an ARPA Program Mortgage Deed and Promissory Note in the amount up to \$200,000 per parcel and a Restrictive Use Covenant (RUC) guaranteeing the affordability for a term of 30 years.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Affordable Housing Development Agreement between Seminole County and Florida Superior Properties Economic Community Services (Florida S.P.E.C.S) relating to American Rescue Plan Act (ARPA) funding and subsequent funding agreements

**AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN
SEMINOLE COUNTY AND FLORIDA SUPERIOR PROPERTIES ECONOMIC
COMMUNITY SERVICES, INC. FOR AMERICAN RESCUE PLAN ACT FUNDING**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as the “**COUNTY**,” and **FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC.**, a Florida not-for-profit corporation, whose mailing address is 815 South French Avenue, Sanford, Florida 32771, hereinafter referred to as “**DEVELOPER**.”

W I T N E S S E T H:

WHEREAS, Congress passed the American Rescue Plan Act (“ARPA”) and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY’s total allocation is in the amount of \$91,646,669.00; and

WHEREAS, ARPA, Treasury regulations, and/or Treasury guidance allows COUNTY to respond to the COVID-19 public health emergency or its negative economic impacts by developing affordable housing; and

WHEREAS, DEVELOPER is a corporation duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, and sale of affordable housing; and

WHEREAS, DEVELOPER requests, and COUNTY agrees, to provide funding to DEVELOPER for the development of affordable housing, under the ARPA, Treasury regulations, and/or Treasury guidance, as specified herein; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and DEVELOPER, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Definitions.

(a) “Acceptable to COUNTY” means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “Affordable Home” means a new, single-family home(s) for sale to an Income Qualified family, as described in Exhibit A – Scope of Services.

(c) “Affordability Period” means thirty (30) years from the execution of this Agreement.

(d) “ARPA” means the American Rescue Plan Act of 2021; P.L. 117-2.

(e) “Cause” includes, but is not limited to, misuse of Funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida Statutes, as amended.

(f) “CS Administrator” means COUNTY’s Community Services Department Director or his/her designee.

(g) “Fund” means the Fiscal Recovery Funds under the ARPA.

(h) “Improper Payment” includes, any payment that should not have been made or any payment made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(i) “Income Qualified” means a family consisting of one (1) or more individuals pre-qualified and approved by COUNTY for the purchase of the Affordable Home and who, individually or collectively, has a gross annual income not-to-exceed three hundred percent (300%) of the Federal Poverty Guidelines.

(j) “Party” means COUNTY or DEVELOPER; “Parties” mean COUNTY and DEVELOPER.

(k) “Property” means the real property parcel, which is described as follows:

Legal Description: Lot 35
Midway
PB 1 PG 41

Parcel Identification: 32-19-31-513-0000-0350

(l) “Treasury” means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is the date the County executes this Agreement and expires on December 31, 2026 (“Term”), unless terminated earlier in accordance with this Agreement.

Section 4. American Rescue Plan Act Funding.

(a) DEVELOPER must, in a manner satisfactory to COUNTY, construct and manage the development of the Affordable Home on the Property (“Project”), as described in Exhibit A –

Scope of Services, attached to and incorporated in this Agreement. Prior to commencing work on the Project, DEVELOPER must execute and COUNTY will record in the public records of Seminole County, an ARPA Program Mortgage Deed and Promissory Note, and a Restrictive Use Covenant, in the form of Exhibits B and C, attached to and incorporated in this Agreement. DEVELOPER may only commence work on the Project after: (1) written confirmation by COUNTY to DEVELOPER stating Exhibits B and C have been recorded; and (2) COUNTY's issuance of a Notice to Proceed. Upon COUNTY's issuance of a Notice to Proceed, DEVELOPER must promptly commence work under this Agreement, but must do so no later than January 2, 2024.

(b) This is a reimbursement Agreement. COUNTY will review invoices with supporting documentation and if approved, reimburse DEVELOPER up to a maximum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) ("Award Amount") in order to respond to the COVID-19 public health emergency and its negative economic impacts, as authorized in accordance with this Agreement.

(c) DEVELOPER is only eligible for reimbursement for expenditures made during the Term, as authorized by this Agreement.

(d) If DEVELOPER completes the Project by September 30, 2024, DEVELOPER may be eligible for additional Funds through a separate agreement, subject to available Funds and in COUNTY's sole discretion.

(e) DEVELOPER agrees to have no actual or perceived conflicts of interest in DEVELOPER's procurement of suppliers for the services under this Agreement.

(f) The Funds provided by COUNTY to DEVELOPER under this Agreement must be used by DEVELOPER as outlined in Exhibit A – Scope of Services, attached to and incorporated in this Agreement.

(g) The COUNTY's performance and obligation to reimburse under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the reimbursements, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that DEVELOPER may receive all or part of the reimbursements for expenditures under this Agreement.

(h) If the DEVELOPER receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, DEVELOPER must notify the COUNTY pursuant to Section 17, Notice, prior to the receipt of such funding.

(i) DEVELOPER may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY, for the Project.

Section 5. Sale of Affordable Home.

(a) Within ninety (90) calendar days of commencing the Project, DEVELOPER must, without regard to race, color, religion, sex, national origin, familial status, sexual orientation, age, gender identity, or disability, locate an Income Qualified family interested in purchasing the Affordable Home and provide the information of the Income Qualified family to COUNTY in writing. The Income Qualified family may not include DEVELOPER's directors, officers, employees, agents, consultants, members, family members, or subcontractors.

(b) Within ninety (90) calendar days of commencing the Project, DEVELOPER must make best efforts to assist the Income Qualified family in securing a loan. If DEVELOPER is not successful despite DEVELOPER's best efforts, as evidenced through documentation, COUNTY

will make best efforts to assist the Income Qualified family in securing a loan. For the avoidance of doubt, it is ultimately the Income Qualified family's sole responsibility to secure a lender. Once approved by a lender, COUNTY will confirm whether the family is Income Qualified. If the family is not Income Qualified, COUNTY will request DEVELOPER restart the process to find a family that is Income Qualified.

(c) After confirming the family is Income Qualified, COUNTY will issue a commitment letter to the Income Qualified family stating that Funds have been allocated internally. However, allocation of Funds does not guarantee financial assistance to the Income Qualified family.

(d) DEVELOPER must sell the Affordable Home, pursuant to a sales contract, to an Income Qualified family in an amount not-to-exceed THREE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 80/100 (\$349,525.80) or the appraised value of the Affordable Home, whichever is less. In a Rider/Attachment incorporated in the DEVELOPER's sales contract, DEVELOPER must require the Income Qualified family to execute a mortgage deed and promissory note in favor of COUNTY and such Rider/Attachment must include, at minimum, the following information: the value of the property and the sales price, residency and recapture provisions, and the Affordability Period for the Income Qualified family. Within sixty (60) calendar days prior to anticipated issuance of a certificate of occupancy, DEVELOPER must provide all pre-closing documents, including a copy of the appraisal and the sales contract, to COUNTY, and any other information and documents required by COUNTY. After DEVELOPER provides COUNTY with the required pre-closing documents, COUNTY will prepare the ARPA Program Mortgage Deed and Promissory Note substantially in the form as

Exhibit H, attached to and incorporated in this Agreement, in the name of the Income Qualified family and will bring the documents to closing.

(e) At or before the time of closing, DEVELOPER must repay COUNTY the Award Amount. COUNTY will use the Award Amount to provide the Income Qualified family closing costs and up to twenty percent (20%) of the sales price for down payment assistance. DEVELOPER's net profit under this Agreement will be the difference between the Award Amount and the sales price of the Affordable Home.

(f) At closing, COUNTY will require the Income Qualified family to execute the documents in Exhibit H – ARPA Program Mortgage Deed and Promissory Note and COUNTY thereafter will satisfy the recorded mortgage deed and promissory note between DEVELOPER and COUNTY.

Section 6. County Assistance. When requested by DEVELOPER, the CS Administrator will be available as time permits, to provide general guidance as it pertains to this Agreement; however, this provision will not be deemed to relieve DEVELOPER of any terms and conditions set forth in this Agreement, as it is DEVELOPER's sole responsibility to read and understand the obligations set forth in this Agreement prior to execution.

Section 7. Invoicing. To obtain reimbursement for expenditures authorized by this Agreement, DEVELOPER must complete Exhibit D – Application and Certificate for Payment, attached to and incorporated in this Agreement and must submit the reimbursement request monthly electronically through the COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide DEVELOPER written instructions as to how DEVELOPER may submit invoices and supporting documentation electronically.

DEVELOPER's reimbursement requests must include detailed documentation and detailed receipts to justify and support DEVELOPER's request.

Section 8. Recapture of Expenses.

(a) COUNTY will only provide reimbursements for expenditures the COUNTY provisionally determines are eligible in accordance with this Agreement, Treasury guidance, and Treasury regulations. However, COUNTY's provisional determination that an expenditure is eligible does not relieve DEVELOPER of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures. This provision survives the Term of the Agreement.

(b) If requested by COUNTY return of Improper Payments under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 17, Notice and this Agreement.

(c) If a check or other draft is returned, DEVELOPER shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 9. COUNTY Responsibilities. COUNTY will review the detailed documentation and detailed receipts provided by DEVELOPER during the Term as part of DEVELOPER's reimbursement requests in accordance with this Agreement. If approved, COUNTY will reimburse DEVELOPER for expenditures incurred in accordance with this Agreement. In the event the review identifies ineligible expenditures, DEVELOPER's expenditures will not be eligible for reimbursement.

Section 10. Insurance.

(a) DEVELOPER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved

by COUNTY's Risk Manager with the Resource Management Department. DEVELOPER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) DEVELOPER shall be responsible for any uninsured or underinsured subcontractors and sub-vendors retained by DEVELOPER to perform project services. DEVELOPER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services. Subcontractors and sub-vendors shall provide a Certificate of Insurance on an Acord form evidencing Seminole County, Florida, its officials, officers, and employees, as additional insured by policy endorsement under any General Liability, Umbrella Liability, Pollution Liability, or Business Auto Liability policies required by this Agreement.

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

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

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

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

(b) General Requirements.

(1) Before commencing work, DEVELOPER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section, and including the following as Certificate Holder:

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

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

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

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

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

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

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

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

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2021), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then DEVELOPER shall immediately notify COUNTY as soon as DEVELOPER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPER

has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, DEVELOPER will be deemed to be in default of this Agreement.

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

(1) Workers' Compensation/Employers' Liability.

(A) DEVELOPER's insurance must cover DEVELOPER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by DEVELOPER under Part Two of the standard Workers' Compensation Policy must be:

\$ 1,000,000.00	(Each Accident)
\$ 1,000,000.00	(Disease-Policy Limit)
\$ 1,000,000.00	(Disease-Each Employee).

(D) If DEVELOPER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2021), as this statute may be amended from time to time, DEVELOPER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or DEVELOPER, including DEVELOPER, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) DEVELOPER's insurance must cover DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If DEVELOPER's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage

shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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

(C) The minimum limits to be maintained by DEVELOPER are:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products and Completed Operations

\$ 1,000,000 Personal and Advertising Injury.

(3) Business Auto Policy.

(A) DEVELOPER's insurance must cover DEVELOPER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event DEVELOPER does not own automobiles, DEVELOPER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by DEVELOPER are:

\$1,000,000 Combined Single Limit.

(4) Pollution Liability.

(A) DEVELOPER's insurance must cover DEVELOPER for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

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

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by DEVELOPER are:

\$1,000,000 per claim/occurrence.

(5) Crime and Employee Dishonesty Liability.

(A) DEVELOPER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of DEVELOPER's employees and others. Coverage must include ISO Form

CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in this Section. The policy must include as loss payee Seminole County, Florida on applicable coverage.

- (B) The minimum limits to be maintained by DEVELOPER are:
\$50,0000 per occurrence.

(6) Builders Risk.

(A) DEVELOPER shall provide All Risk Coverage no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30 and include COUNTY as loss payee under the policy.

(B) The minimum limits to be secured by DEVELOPER are 100% of the completed value of the structure with a maximum deductible of \$10,000.00 per claim (maximum 5% Named Windstorm deductible) unless otherwise approved by COUNTY.

(C) The policy must be endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction will not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by purchaser.

(D) Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting DEVELOPER's liability under the provisions of Section 11 concerning indemnification or any other provision of this Agreement.

Section 11. Indemnification.

(a) DEVELOPER will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to DEVELOPER or whomsoever resulting out of DEVELOPER's fraud, defalcation, dishonesty, or failure of DEVELOPER to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of DEVELOPER in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 12. Liability. COUNTY will not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to DEVELOPER in connection with the Project, whether for compensation or provided by donation, or for debts or claims accruing to such parties against DEVELOPER. This Agreement does not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to DEVELOPER.

Section 13. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 14, Remedies. Events of Default, include:

(a) If any warranty or representation made by DEVELOPER in this Agreement becomes false or misleading in any respect, or if DEVELOPER fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If DEVELOPER has failed to perform and complete on time any of its obligations under this Agreement.

Section 14. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) calendar days written notice to DEVELOPER and upon DEVELOPER's failure to cure within thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 17, Notice;

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

(c) Withhold, suspend allocation of, or require repayment of all or any part of the Funds;

(d) Require that DEVELOPER repay COUNTY any Funds reimbursed for ineligible expenditures under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

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

(1) request additional information from the DEVELOPER to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise the DEVELOPER to suspend, discontinue, or refrain from incurring costs for any activities in question,

(4) require the DEVELOPER to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by DEVELOPER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by DEVELOPER.

Section 15. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) calendar days written notice to DEVELOPER.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results, by providing DEVELOPER with written notice.

(c) The Parties may agree in writing to terminate this Agreement for their mutual convenience.

(d) In the event this Agreement is terminated, if DEVELOPER incurs new obligations after DEVELOPER has received the notice of termination, COUNTY will not provide reimbursements to DEVELOPER under this Agreement.

Section 16. Employee Status. Persons employed by DEVELOPER in the performance of this Agreement are not deemed to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are not deemed to be the employees or agents of DEVELOPER, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to DEVELOPER's officers and employees either by operation of law or by DEVELOPER.

Section 17. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

With a COPY to:

Attention: Community Services Director
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

As to DEVELOPER:

Attention: RT Hillery, Executive Director
Florida Superior Properties Economic Community Services, Inc.
815 South French Avenue
Sanford, Florida 32771

Section 18. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 19. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) DEVELOPER hereby certifies that no officer, agent, or employee of DEVELOPER has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over five percent (5%) ownership either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 20. Dispute Resolution.

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

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party, in writing, that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of the notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 21. Public Records Law.

(a) DEVELOPER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. DEVELOPER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, DEVELOPER will provide COUNTY with all requested public records in DEVELOPER's possession, or will allow

COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) DEVELOPER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records, including those relating to the sale of the Affordable Home, that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement for five (5) years after the Affordability Period ends;

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

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

(4) Unless specified elsewhere in this Agreement, five (5) years after the end of the Affordability Period, DEVELOPER will transfer, at no cost to COUNTY, all public records in possession of DEVELOPER, or keep and maintain public records required by COUNTY under this Agreement. If DEVELOPER transfers all public records to COUNTY, DEVELOPER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DEVELOPER keeps and maintains the public records, DEVELOPER must meet all applicable requirements for retaining public records. Upon request by COUNTY, all records relating to this Agreement must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the DEVELOPER 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 DEVELOPER's personnel for the purpose of interview and discussion related to such documents.

(d) **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY COUNTY MANAGER, TRICIA JOHNSON AT: (407) 665-7247, TAJOHNSON@SEMINOLECOUNTYFL.GOV, OR 1101 E. First Street, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to DEVELOPER.

Section 22. Audits and Financial Statements.

(a) In accounting for the receipt and expenditure of Funds under this Agreement, DEVELOPER must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY may perform an audit of the records of the DEVELOPER at any time during the Term of this Agreement and after final reimbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to DEVELOPER and COUNTY.

(c) If an audit shows that all or any portion of the Funds reimbursements were not in accordance with the conditions of and strict compliance with this Agreement, DEVELOPER will be held liable for repayment to COUNTY, within fourteen (14) calendar days after COUNTY has notified the DEVELOPER.

(d) If DEVELOPER expends \$750,000.00 or more in Federal awards during the DEVELOPER's fiscal year, DEVELOPER must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at DEVELOPER's expense.

(e) Within six (6) months at the end of DEVELOPER's fiscal year, DEVELOPER must provide COUNTY its annual financial statement, which must be prepared by a licensed public accountant in good standing.

(f) DEVELOPER must, within thirty (30) calendar days of completion, send copies of reporting packages required under this Section 22, Audits and Financial Statements, directly to COUNTY in accordance with Section 17, Notice.

(g) Fund payments are considered federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 23. Reports.

(a) DEVELOPER must provide COUNTY with monthly, quarterly, and end of Project reports, by completing Exhibit E – ARPA Monthly Progress Report, Exhibit F – ARPA Quarterly

Progress Report, and Exhibit G – End of Project Report, exhibits attached to and incorporated in this Agreement. DEVELOPER's reports must include detailed information to account for expenditures incurred, as authorized by this Agreement. DEVELOPER must submit reports electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide DEVELOPER written instructions as to how DEVELOPER may submit reports electronically. COUNTY reserves the right to revise Exhibits E, F, and G, to provide the public with transparency and to comply with requirements set forth by Treasury. In addition, and when requested by Treasury, Treasury regulations, Treasury guidance, or COUNTY, DEVELOPER must provide additional updates, information, and reports pertaining to this Agreement.

(b) Monthly reports are due to the COUNTY within five (5) business days after the end of each month and must be submitted each month until the termination or expiration of this Agreement. Quarterly reports are due to the COUNTY within five (5) business days prior to the end of each calendar quarter and must be submitted each calendar quarter until the termination or expiration of this Agreement. For the avoidance of doubt, DEVELOPER must substantiate through written reports to COUNTY all expenditures requested for reimbursement. The ending dates for each quarter are March 31, June 30, September 30, and December 31. The end of Project Report must be submitted to COUNTY within thirty (30) calendar days after the date of closing of the Affordable Home.

(c) If all required reports and supporting documentation are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further reimbursements until the reports are completed or may take other action, as stated in this Agreement or authorized by law.

(d) If any litigation or claim is commenced prior to five (5) years after expiration or termination of this Agreement, the records must be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY must have full access to and the right to examine the records during such time.

Section 24. Monitoring. In addition to reviews of audits conducted in accordance with Section 22, Audits and Financial Statements, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The DEVELOPER agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope audit of the DEVELOPER is appropriate, the DEVELOPER agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY to the DEVELOPER regarding such audit. The DEVELOPER further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management by the DEVELOPER throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

Section 25. Equal Opportunity Employment. DEVELOPER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race,

color, religion, sex, age, disability, sexual orientation, gender identity, familial status, or national origin. DEVELOPER shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, familial status, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 27. Compliance with Laws and Regulations. DEVELOPER must abide by all statutes, codes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, 2 C.F.R. Part 200, titled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” 2 C.F.R. Part 2424, titled “Nonprocurement Debarment and Suspension,” Section 504 of the Rehabilitation Act of 1973, Title VIII of the Civil Rights Act of 1968, the “Anti-Kickback” Act (18 U.S.C. 874), the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, Executive Order 11063 as amended by Executive Order 12259, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107, as any one of the foregoing may be amended. DEVELOPER must require its subcontractors to comply with this Section 27,

Compliance with Laws and Regulations, in DEVELOPER's subcontracts. Any violation of statutes, codes, ordinances, rules, regulations, executive orders, and guidance will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to DEVELOPER. In the event of such material breach, DEVELOPER will be required to repay COUNTY all reimbursements made to DEVELOPER under this Agreement.

Section 28. Project Publicity. DEVELOPER must request written approval from COUNTY before referring to COUNTY or the Project in client lists, on DEVELOPER's website, news release, signage, interview, or any other type of publicity. If COUNTY provides such written approval, DEVELOPER must reference Seminole County and the Seminole County Board of County Commissioners, unless COUNTY specifies otherwise in writing.

Section 29. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the Parties or as constituting DEVELOPER (including, its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPER is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 30. Entire Agreement.

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

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

Section 31. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 32. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 33. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 34. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 35. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 36. Exhibits. DEVELOPER shall comply with the terms of Exhibit J, Additional Terms and Conditions, attached to and incorporated in this Agreement. Exhibit J controls over any contrary provision elsewhere in this Agreement. In addition, DEVELOPER must execute

concurrently with the execution of this Agreement Exhibit K, Certification regarding Lobbying, attached to and incorporated in this Agreement.

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

FLORIDA SUPERIOR PROPERTIES
ECONOMIC COMMUNITY SERVICES,
INC.

hasbawrya freney
Witness

By: RT Hillery
RT HILLERY, Executive Director

hasbawrya freney
Print Name

Date: 12/19/22

Johnnie M. Williams
Witness

Johnnie M. Williams
Print Name

[Signatures and attestations on the following pages]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

BP

12/15/22

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Attachments:

- Exhibit A – Scope of Services
- Exhibit B – ARPA Program Mortgage Deed and Promissory Note (Developer)
- Exhibit C – Restrictive Use Covenant
- Exhibit D – Application and Certificate for Payment
- Exhibit E – ARPA Monthly Progress Report
- Exhibit F – ARPA Quarterly Progress Report
- Exhibit G – End of Project Report
- Exhibit H – ARPA Program Mortgage Deed and Promissory Note (Income Qualified family)
- Exhibit I – Subcontractor List
- Exhibit J – Additional Terms and Conditions
- Exhibit K – Certification Regarding Lobbying

EXHIBIT A – Scope of Services

Developer is responsible for the following activities:

Activity 1: Line of Credit Financing

- Execute ARPA Agreement, Mortgage, Note, and Restrictive Use Covenant with Seminole County
 - Payments will not be made until the Mortgage/Note and RUC are fully executed and recorded
- County will issue the Notice to Proceed

Activity 2: Pre-Development

- Prepare itemized Project Budget and submit Seminole County Community Development Program Manager prior to commence of construction
- Prepare Construction Timeline (Gantt Chart) and submit to Community Services Administrator prior to commencement of construction
- Site inspections
- Enter into contract for Architectural and Engineering Services
- Prepare site plans and specifications
- Conduct plan review with local jurisdictions
- Submit plans for permitting

Activity 3: Construction

- Enter into contract with licensed General Developer/Residential Construction Builder to construct units
- Permits approved
- Soil testing/environmental review
- Construction begins
- Monitor construction
- Conduct periodic inspections with Community Services Administrator
- Submit payment draws to Community Services Administrator
- Schedule substantial completion inspections
- Schedule final completion inspections
- Submit final reimbursement request within 30 days of receipt of Certificate of Occupancy

Activity 4: Property Sale/Disposition

- Enter preconstruction sale contract with income qualified family, holding deposits in escrow with a title company
- Refer income qualified family to Seminole County Community Development Division to complete buyer income certifications
- Make property available for home inspections and appraisals
- Address any items listed in home inspection report prior to closing
- Schedule closings
- Execute and record mortgage, note, and restrictive use covenants as required

Program Marketing and Outreach

- Provide marketing plan to identify income qualified family who will also first-time homebuyers
- Developer agrees to market the units to applicant households in accordance with 24 CFR Part 5.
- Coordinate advertising of program and properties
- Market and host open house for completed properties (if necessary)
- Provide information to applicant household members to register and complete the 8-hour Homebuyer Education Course (certificate required to close); Course must be completed not more than 12 months prior to closing date.

Income Qualified Family Requirements

- Household income cannot exceed 300 percent of the Federal Poverty Guidelines, as illustrated below:

Federal Poverty Guidelines	Income Limits by Number of Persons in Household							
	1	2	3	4	5	6	7	8
300%*	\$40,770	\$54,930	\$69,090	\$83,250	\$97,410	\$111,570	\$125,730	\$139,890
Add \$14,160 for each additional household member *Amount updated annually by HUD								

- All applicant household incomes will be determined in accordance with 24 CFR Part 5 § 5.240 Family disclosure of income information to the responsible entity and verification.
- All income qualified persons listed on the mortgage must complete the 8-Hour Homebuyer Education Course and provide certificate(s) to the Community Services Administrator in order to receive down payment and closing cost assistance.
- FHA and Conventional financing are allowed

**SCOPE OF WORK AND TECHNICAL CONSTRUCTION
SPECIFICATIONS FOR THE FOLLOWING PROJECT:**

HOMEOWNER:

ADDRESS:

PARCEL #:

MUNICIPALITY

Seminole County Community Services is seeking a State Certified General Contractor, State Certified Building Contractor or a State Certified Residential Contractor to clear and prepare the lot and construct a new dwelling. Developer will be responsible for providing new permit ready (sealed) house plans that will be in the range of 1300 SF plus or minus 100 SF. Plans must be approved by Seminole County Community Services. Any associated variances related to building on this lot (setback, well or septic etc.) will be the responsibility of the Developer.

ALL PROJECTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS, AS DETERMINED BY THE PERMITTING JURISDICTION.

01. General Requirements:

As stated above, the Developer must be state certified and possess an active CGC, CBC or CRC license. The Developer will be responsible for all of the following:

Plans/Permitting:

- Provide house plans, which will be used for permitting and construction of the new home and copy of approved permit from the permitting jurisdiction to Seminole County Community Development.
- Once project has been awarded proposed plans and plot plan with elevations must be presented to the Community Services Administrator for approval **prior** to being submitted to the homeowner and the Building Department having jurisdiction.
- Developer responsible for all documents required for permitting. Developer responsible for all applicable fees and charges pertaining to insurance, permits (including septic if required), variances, architect / design, engineering and utility connections. In addition, Developer will be responsible for obtaining pre-demolition assessments, if necessary or demolition permits.
- Surveys, including appropriate spot grades, proposed and final grades.

- Developer will be responsible to meet or exceed any elevation requirements as put forward by Seminole County, the permitting jurisdiction, Zoning, Public Works or land management.
- Variances (setback, septic or well if required – see Section .02, Site Work - below)

Work:

- Abandonment of old septic tanks, wells or drain fields if required. See Section .02 (Site Work) below for details
- New septic systems and wells (if required), sewer connections, water meter fees and or relocation of water meter.
- Developer responsible to provide portable sanitary facilities for the duration of the project.
- Provide and maintain a job site dumpster.
- A temporary power pole is required unless circumstances prevent.

Safety:

- Safety: Developer will be responsible for recognizing and remediating all safety hazards in and around the home during construction activities. Safety procedures to be in place until a Certificate of Occupancy is issued on the home. These procedures include, but are not limited to the following:
 - The work site shall be maintained in a clean and orderly manner.
 - Debris shall be placed in a proper container daily
 - No materials or construction debris shall be stored in any ill-mannered fashion or location not suitable for its contents.
 - Re-bar caps shall be installed on any exposed steel rod ends.
 - Use Hard Hats at all times in construction site.
 - No damaged power cords, frayed or broken grounds left at construction site
 - OSHA approved ladders must be used
 - Lanyards for fall protection (over 6' above ground) must be on site
 - Must ensure use of properly installed scaffold

Warranty:

- Developers must provide a warranty on all materials used and/or labor performed to install such materials for a period of not less than **one year**. Electric, Plumbing, HVAC systems will be warranted for a period of **two years**. (If there is an extended manufactures warranty on the HVAC system, it will be explained to the owner along with supplying the associated manufacturer's documents). Roof installations will be warranted for a period of **5 years**. A structural warranty will be required on the new home for a period of **10 years**.

Closeout:

- Developer must complete, and forward to the manufacturer, the warranty registration for all appliances, hot water tank, roofing shingles, and HVAC system at completion of project. If an extended warranty is provided by the manufacturer, that exceeds the 2 year standard warranty, the information will be provided and explained to the homeowner. In addition, the Developer is to provide the homeowner with a **folder** containing all the manufacturer's brand, model, warranties and operating instructions for all the items installed in the home: ROOFING, HVAC, APPLAIANCES, WATER HEATERS, PLUMBING FIXTURES, FLOORING, FANS, ETC. Developer will also include a list, with his contact information, and those of the major sub-Developers that provided services to the home so homeowner can call for warranty service.
- Developer, or representative, will clearly demonstrate the operation of the HVAC system, including changing the filter monthly. *Developer to provide 12-month supply of appropriately sized single-use filters.*
- Developer, or representative, will clearly demonstrate and explain all installed features of home and any issues that would be considered normal homeowner maintenance. This would include GFCI and Arc-fault receptacles, electrical panels, caulking and low volt stub out locations, plumbing clean outs and water shut off valves.

Minimum Requirements:

- Each Property must be in compliance with the Energy Conservation and Production Act (ECPA) (Pub. L. No. 94-385), as amended (Model Energy Code) and the Lead Safe Housing Rule (24 CFR Part 35, subparts B-R), as amended June 21, 2004
- All materials used must meet or exceed the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.
- Materials will be in accordance with the construction standards as defined by the permitting jurisdiction.

Substitutions:

- All products and materials listed herein may be substituted with an "equal or greater" quality product and /or material of "equal or lesser cost" or as required by Local, State and Federal codes or regulations. The manufactured brands stated herein for certain

products will be considered the basic minimums for quality expectations by Seminole County.

New home design and standard features:

Standard Features:

- Air-conditioned space shall be approximately 1300 square feet, plus or minus 100 square feet. It shall have three (3) bedrooms and two 2 baths.
- New home **will have** an attached two car garage. See Section .02 (Site Work) below.
- Termite Protection: Shall be provided by a registered termiticide and comply with current FBC requirements. A certificate will be provided to the Permitting Jurisdiction at final inspection for issuance of C.O.
- House will be designed with a hip roof.
- Provide pre-manufactured truss system that shall cover (incorporate) the front porch. The trusses over the porch shall be supported by a structural header, wood posts or block columns at the front edge of the porch slab (Section .06).

Exterior Requirements:

- House to be centered on lot if conditions permit.
- Home to be constructed on a stem wall foundation at a minimum of 4 courses (3 block and 1 chair). See Section .02 (Site Work) below.

If Income Qualified Family is in need of an ADA accessible unit, the following must occur:

- The front porch needs to be raised up to within a ¼" of the finished floor for accessibility. The sidewalk from the porch to the driveway cannot exceed an 8% slope for accessibility purposes (see Section .03 below).
- Front entry (porch): Front porch to be approximately 80 square feet (Section .03 below).
- Rear patio slab to be approximately 8' x 10' (80 sq. ft.) see Section .03 below.
- Provide a sliding glass door at the rear patio location.
- Sub-fascia will be 6".
- House to be constructed with block exterior walls (Section .04 below)

Interior Requirements:

- See Section .06 below for framing requirements.

- Provide a new Range, Over the Range Microwave, Refrigerator with ice maker, Dishwasher, Washer, Dryer and garbage disposal. Specifications in Section .11 (Equipment) below.
- A blower door test will be required at substantial completion.
- Home will have either Garage Laundry or Utility Room Laundry. To be specified in section .11

02. **Site Work:**

Lot Condition / Demolition / Clearing:

- Site Specific Conditions will address any lot specific issues: trees, fences, septic, wells, or outbuildings.
- Water, sewer, septic and well information, along with locations are written in Mechanical, Section .12 below.
- Developer to supply dumpsters.
- Site Prep. This includes fill for the house pad, fill inside form or stem wall and proper grading of the lot. It also includes all fill associated with a mound septic if required.
- Lot will be elevated with the proper amount of fill for proper drainage. Slopes around slab perimeter will be graded with a minimum 4:1 slope
- Developer to obtain any pre-demolition site assessments as required by the permitting jurisdiction as well as obtaining and paying for all the proper demolition permits.
- Developer responsible for all variances, and associated fees.
- Developer to supply portable sanitary facilities.
- Developer shall entirely demolish the existing residential structure and any auxiliary structures pertaining to the property, including but not limited to; any flat concrete slab(s), broken city sidewalk(s), existing septic tank and / or drain field, and / or supporting concrete piers or remnants of old foundation(s) as well as fence(s) or remnants of fence(s). Any trees interfering with the placement of the new home shall be properly removed. Existing trees that remain will be trimmed for safety and appearance.
- Haul away and properly dispose of all debris.
- Developer responsible for proper finish floor elevation as specified by the permitting jurisdiction.

Landscaping:

- At final grade, prior to sod and landscaping, lot will be graded to comply with approved engineering and proper drainage.

- Lot will be fully covered with Bahia grass to cover final lot grading and disturbed areas. Sod must be weed free and in a healthy growing condition when installed. It should be installed with tight non-overlapped joints. Sod showing discoloration or wilting will be rejected.
- Sod containing nut grass, lippie, water sedge and dollar weed is not acceptable and will be rejected.
- Developer will keep new sod properly maintained, watered, and mowed (as needed) until project Close Out
- Contactor will protect new sod areas from damage by vehicle traffic or construction activities.
- Completed sod will reflect the final grade, be firmly placed (no soft spots) and be flush with adjoining walks, drives or borders of any kind.
- Sod will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

Trees and Shrubs:

- Developer to notify Community Services Administrator if permitting jurisdiction requires additional trees.
- Install 20 perennial plants along the front exposure of the house. Plants to be a minimum 3-gallon size, drought tolerant and resistant to full sun.
- Include a minimum of 3" of mulch in the beds surrounding the plants.
- Include two (2) canopy trees (no palms). Trees to be Florida Fancy or a Florida #1 grade. Plant one in the city / county right of way (if possible) and one in the front yard. Trees shall be 10' high with a 2" caliper at DBH (diameter at breast height). Tree to be guyed in an upright position immediately after planting.
- Trees and landscaping will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

03. Concrete:

Stem Wall Concrete Slab:

- In order to minimize or prevent the potential negative impact of water drain-off into adjacent properties the new house shall be a 4 course (3 block and 1 chair) stem-wall construction. Stem-wall can be reduced to a 3-course wall if lot conditions allow. Developer will contact the Community Services Administrator for approval to reduce a course before stem-wall is constructed. A stem-wall may

necessitate the addition of concrete steps at the front and rear of house to access the higher front porch and rear sliding glass door. Handrails and stairs, if required, shall comply with current FBC regulations.

- ADA Accessibility requirements if an ADA accessible Property: front porch shall be raised to ¼" to ½" below the finish floor for accessibility. The sidewalk leading from the front porch edge to the new driveway needs to have a maximum slope of 8% (1' in 12') for accessibility.
- Control joints need to be cut across the house floor to prevent cracking. Control joints shall be cut across the front and back porches (cut front to back).
- Front and rear porch to have a light broom finish.
- Sliding glass door to be recessed per door installation specifications.

Driveway and Sidewalk:

- Concrete minimum 2500 PSI
- Minimum width is 12' (not including the apron) unless the Site-Specific Conditions describes an overriding condition.
- Pre-formed or saw cut expansion joints must be provided. Maximum spacing 10' on driveway, 4' on sidewalk to home.
- Minimum thickness is 4". Increase to 6" on the County side.
- Sidewalk from new drive to front porch max slope 8% (1' in 12').
- *Developer responsible for relocating any utility poles or water meters in proposed driveway location.*

04. Masonry:

Exterior block wall:

- Exterior walls to be reinforced concrete masonry units as detailed by the engineer of record or design professional.
- Block work to be laid in a workman like manor with the walls plumb, level and square with a maximum joint size of ½".

Stucco:

- Exterior block walls will be stucco finish. A three coat process will be required: A base scratch coat, smooth coat and a light skip trowel or broom added topcoat. Stucco will comply with current FBC requirements.
- Front porch ceiling detail articulated in Section .09 below

- All windows and exterior doors will receive a 6” cut band around the opening. This will apply to all 4 sides of house.

05. Metals:

Metal framing, Stairs or ramps:

- Not applicable unless noted in Site Specific Conditions below:

06. Wood and Plastics:

Framing and rough carpentry:

- Interior walls to be wood frame 16” OC.
- Interior hallways to be a minimum of 36” wide.
- Install a centrally located scuttle hole for attic access that complies with current FBC requirements.
- Frame opening for medicine cabinet in each bathroom (14” x 18”). Up 54” from floor to bottom of opening.
- Exterior block walls to receive PT furring: Install a 1 x 4 PT furring strip around the base perimeter of the block. Install 1 x 2 furring 16” OC vertically above the base strip. Top perimeter of block to receive a 1 x 2 PT furring. Install 1 x 6” furring over top of window and door openings and extend 8” each way beyond opening. Install 1 x 4” PT furring on the sides of windows and doors. Install a 1 x 2 PT furring below window parallel with the sill.
- Sheathing to be OSB 7/16”
- Sub-fascia will be 6”. It will NOT require a 1x2 to be installed at the top to offset the drip edge.
- Overhang to be standard 16”. If elevation has any gables included, the overhang (rake) will be 12”.
- Framers to install openings with blocking for off ridge vents that will be installed on the roof deck. Openings need to comply with ventilation requirements of current FBC requirements.

Trusses:

- House will incorporate a pre-built and engineered truss system. The roof style will be “hip”.
- The truss system will extend over the front porch and shall be supported by a header and 4 x 4 posts or a block column.
- The front porch ceiling will not require OSB to be installed (see Section .09 Finishes).

Finish Carpentry and Millwork:

- Interior door style to be 6 panel pre-hung. Hardware (including hinges) will be brushed nickel throughout. Doorknob (passage and privacy) to be lever style.
- Casing to be 2 ¼" finger joint colonial. Baseboard to be 3 ¼" finger joint colonial.
- Windowsills can be PVC "faux wood" with apron (Marble and Corian are also acceptable).
- Closet doors shall be 6-panel bypass type. 6-panel bi-fold doors may be used in specific locations that bypass will not work. Hinge doors at bedroom, bath and utility room (if applicable).
- **Master bath door** should be "clear accessible" 2-8. If the clear opening will not be 2-8, a 3-0 (36") door will be installed.
- Baseboards shall be installed on top of new floor tile.

Cabinets (Kitchen):

- Kitchen cabinets will have solid wood face frame and solid wood door and drawers. Cabinet doors and drawers shall open without clearance issues from adjacent appliances and be easily accessible.
- Wall cabinets shall be 30".
- Cabinets will have fully finished interiors including full back coverings. Any electrical or plumbing penetrations through back of cabinet will be caulked or covered with an installed escutcheon.
- All door and drawers will have brushed nickel pulls and handles.
- Hinges to be concealed European type.
- Installation to include all necessary caulking, trim and adjustment of doors and drawers required to provide a professional finished product.
- See Section .15 for Kitchen plumbing specifications
- See Section .11 for appliance specifications

Cabinets (bathroom):

- Vanity cabinets shall be same style and color as Kitchen selection.
- Master vanity shall be "comfort height" and a minimum of 32" wide.
- Hall Bath shall be minimum 36" wide.
- Doors or drawers shall have brushed nickel pulls or handles.
- Installation shall be tight fit to adjacent wall with no visible gaps.

Counter Tops (Kitchen):

- Counter tops to be mica clad with a standard 4" backsplash installed over 45# industrial grade (dense) particle board. **Counter Tops (Master and Hall Bath Vanities):**
- Vanity tops to be white, cultured marble or Corian with integrated sink and overflow protection. The top must have a 4" back and side splash.

07. **Thermal & Moisture Protection:**

Insulation:

- Ceiling insulation is to be R38, blown or batts.
- Exterior wall insulation will conform to current FBC requirements. Minimum insulation is Fi-Foil R4.1 installed over 3/4" furring strips attached to the exterior block wall.
- Penetrations in top plate of interior frame walls or penetrations through the exterior wall will be sealed with expanding foam.

Roofing:

- Roof will consist of thirty-year architectural mildew / algae resistant asphalt shingles and will comply with all current FBC requirements. Color selected from a minimum of 4 sample selections supplied by Developer. White is not an option.
- Shingle underlayment will comply with current FBC requirements.
- All drip edges to be installed with ring shank galvanized nails
- Shingles will be properly flashed at valley locations and where the roof terminates at a wall. Install "kick out" flashing at the bottom of the roof slope to prevent water intrusion where it terminates at a plumb high wall or beam.
- Developer responsible for proper roof ventilation. Off ridge vents must comply with attic ventilation requirements of current FBC. Proper attic ventilation will require vented soffit to be installed at the eaves. Developer will also be responsible for installing goose neck exhaust vent caps, flashing on the weather head, and plumbing vent stack boots.
- **Soffit and Fascia:** Provide and install white aluminum fascia and vented soffit on all overhangs. Fascia will be 6". A 1 x 2 off set strip will *not* be installed at the top of the sub-fascia so the new aluminum fascia installs flush behind the drip edge.

Caulking:

- Exterior:
 - Caulk all windows and doors to stucco or siding to prevent intrusion.

- Caulk all exterior receptacles and AC disconnect boxes to prevent intrusion.
- Caulk low volt stub outs on exterior
- Caulk around meter can and / or disconnect box to prevent intrusion.
- Interior:
 - Caulk all windowsills
 - Caulk casing and baseboards. Baseboards to be caulked to floor tile to eliminate gap.
 - Caulk all penetrations: Whip to hot water tank, plumbing stub outs in cabinets or through drywall.
 - Kitchen countertop back splash will be caulked to drywall. Joint between countertop and backsplash will also be caulked.
 - Vanity tops will be caulked at backsplash and drywall. The joint between top and backsplash will also be caulked.
 - Caulk around all shower valve trim kits
 - Caulk around all acrylic tubs and showers (caulk to drywall)

08. Doors and Windows:

Exterior Doors:

- Exterior hinge door (front door) will be a six panel, fiberglass clad, pre-hung, inswing door. Door will NOT have a glass insert. The door will have a handle set and deadbolt. Handle set, dead bolt and hinges shall be brushed nickel.
- Front entry door will have a “wide angle” peephole installed.
- Sliding glass door panels will be energy efficient, insulated, Low-E. If sliding glass door is not available in vinyl clad material, aluminum will be acceptable (Sliding door only).

Windows:

- Windows will be white vinyl clad single hung windows. All windows will be one over one (no muntins). Glass will be Low-E insulated. The windows will be required to meet all current code regarding egress and hurricane design pressure. Locks should be easily accessible.
- Windows and sliding door to be installed using manufacturers installation specifications and Florida Product Approval detail.

- Each bedroom shall have a minimum of one window that meets egress requirements.
- Bathroom window shall be obscure/tempered glass.
- Each window will have a sill installed. PVC “faux wood” with apron is preferred. (Marble or Corian are also acceptable.)

09. **Finishes:**

Drywall:

- Drywall (1/2”) hung on walls and ceilings and finished. Knockdown ceilings with light orange peel texture on the walls.
- Front porch ceiling hung with 1/2” anti-sag exterior soffit board drywall, finished with knocked down texture.

Tile:

- All floor surfaces under air, including bathrooms and closets, shall have porcelain or ceramic floor tile, size shall be minimum 18” x 18”. Developer to prepare floor to insure a level professional finish.
- Developer to install anti-crack membrane or liquid crack isolation membrane before installation of floor tile.
- Homeowner to select floor tile from a minimum of 4 samples.
- On layout, center floor tile field in both directions. Adjust layout to avoid pieces less than half the size of the tile supplied. Provide straight cuts which run parallel with adjacent walls or cabinets; no diagonal lay. Grout joints will be uniform in width (1/4” maximum). Extend tile under cabinets, dishwasher location, range and hot water tank to form a complete covering without interruption. Upon completion of work, clean tile and remove all grout residue and debris. Protect tile after cleaning with paper or cardboard to prevent damage.

Carpet:

- Carpet will not be installed unless specified in “Site Specific Conditions” below.

Paint (exterior):

- Paint shall not be applied without a thorough preparation of all surfaces (caulking)

- Stucco walls must be properly cured (pH below 10) before paint will be applied.
- Stucco to be primed with Loxon Masonry Primer (Sherwin Williams) or equal before final paint is applied.
- Stucco to receive two coats of final paint by airless spray and a wet back roll.
- Exterior paint to be Sherwin Williams A-100 or equal
- Front Porch will receive an acrylic knock down texture
- Front porch ceiling same color as exterior body.
- New wood and / or siding will be primed with two applications of topcoat.
- All final paint to be free of runs, sags or other defects such as brush and roller marks.
- Owner to select final body, trim, and door colors from a minimum of 4 samples (each).

Paint (interior):

- Paint shall not be applied until all surface prep is complete (caulking)
- Interior wall paint to be Sherwin Williams ProMar 200 or equal. Apply 2 coats of wall paint. Spray and back roll is an acceptable method.
- Interior trim to be semi-gloss white. Sherwin Williams ProMar 200 or equal. Trim to have two applications. Primer with topcoat is acceptable.
- Ceilings to receive two coats of white flat paint.
- Closet interiors same as wall color.
- Kitchen and bath walls to be eggshell or semi-gloss.
- Homeowner to select interior wall color from a minimum of 6 samples.

10. Specialties:

Shelving:

- Bedroom closets to have 12" wire shelving with free slide for hangers. Shelving to be installed with one run on each exposed wall in each closet.
- Linen closets to have 4 – 16" tight mesh shelves.
- Utility room (if applicable) to have one 12" tight mesh shelf installed over washer and dryer. Approximate length is 64".

Medicine Cabinets:

- Install one medicine cabinet at the side wall adjacent to the vanity in each bathroom. Opening size is 14" x 18". Bottom of rough opening is 54" up from finish floor. Medicine cabinet door to be beveled glass.

Mirrors:

- Install a mirror over each vanity. Width 2" shorter than vanity top width. Height to be 42"

Towel bars and TP holders:

- Install one towel bar and one toilet paper holder in each bathroom. Color to be brushed nickel.

Window blinds:

- All windows to receive horizontal blinds, minimum 1" slats, and be white.
- Sliding glass door to receive vertical blinds. Color white.
- Installation method shall be "inside" mount.

Accessibility Ramps:

- If a specialty accessibility ramp is required, it will be described in "Site Specific" below.

11. Equipment:**Kitchen:**

- Provide the following: Energy Efficient 30" freestanding Gas range with a minimum of 4 burners, Over the Range Microwave with recirculating vent, Dishwasher, minimum 18 CF refrigerator with ice maker (hinge on the correct side to allow proper access from prep area). Ice maker supply tube will be installed to the wall valve. Supply 1/3 horsepower Insinkerator (or equal) disposal. Appliances to be from the same manufacturer. Approved appliances to be GE or Whirlpool, or like quality.

Garage:

- Attached two car garage, approximately 480 sq ft with a 16 ft. garage door and entry door leading to the interior of the house.

- Interior finish of the garage will be struck block, knocked down painted ceiling and orange peel texture on the frame / drywall walls. Painted.
- Garage to have a garage door with opener.
- Garage to have a garage door pre-wired. This will include one receptacle in the ceiling, for the motor with low volt wires run to each side of the door opening for sensors and one wire at the entrance door for the door button that terminate at the future motor location at the ceiling.
- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- Install a 48-inch wrap around ceiling LED light fixture over the laundry location.
- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- One extra wall receptacle for general use in garage area.
- Install one 1 ¾" exterior solid core hinge door from the garage to the living area. Must have weather strip and 20-minute fire rating. Include lever handle lock set.
- Provide Energy Efficient washer (minimum 7 CF) and dryer (minimum 4.2 CF) shall be same manufacturer (GE or Whirlpool), white. Supply Gas 40-gallon water heater. New water heater to have a five (5) year minimum limited warranty from the manufacturer. Approved appliances to be GE or Whirlpool, or like quality.
- **Laundry location must be one of the following:**
 - **Garage Laundry:** Garage is to include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler. *(Located to the rear of Garage). HVAC can also be placed in a dedicated closet inside the home.*
 - Install a 64" wire shelf (12" depth) over washer / dryer location.
 - **Utility Room Laundry:** Utility Room shall include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler *(HVAC can also be placed in a dedicated closet inside the home).*
 - Install a 64" wire shelf (12" depth) over washer / dryer location.

12. **MECHANICAL:**

Water Service, Sewer, Septic:

- Developer must notify the Community Services Administrator of the water service supplier and of connection of water service (meter) to new residence. Include ¾" PVC line and shut off valve where line enters home at the side of building. All plumbing trenches for supply and drain lines to be properly filled and compacted to grade before sod is installed.
- Shut-off valve to be ball type lever handle, gate valve will not be accepted.
- Developer must notify the Community Services Administrator of the sewer service supplier and connection of drain line to sewer tap.
- Sewer, water, septic or well locations, if known, will be indicated in "Site Specific Conditions" below.
- Developer to be responsible for relocation of meter and piping if a move is necessary.

Plumbing:

- The following components shall be provided: Domestic hot and cold water lines, water heater (see requirements below), drainpipes and vents, AC chase pipe between air handler and condenser location, washer supply valves with valve box, and an ice maker line with recess box and valve located in kitchen.
- Provide two exterior hose bibs with vacuum breakers. One at front side and one at rear on opposite side.
- PEX or CPVC is the approved pipe for supply lines. PVC for drain lines.
- Kitchen sink is Stainless Steel 50/50 minimum of 8" depth.
- Disposal will be 1/3 HP Insinkerator (or equal).
- Energy Efficient water heater (Section .11).
- Faucets and valves will be "low flow" single lever Moen, Delta (or equal) and meet accessibility requirements. Kitchen sink will have a spray nozzle.
- All faucets and valves will be brushed nickel.
- All plumbing trim will be brushed nickel finish.
- All bath shower / tub units will be white.
- Anti-scald valves at showers and tubs.
- Hall bathroom to have a sixty-inch (60") bathtub.
- Master bathroom to have a finished (30" x 60") shower stall.

- Shower and bathtub stall walls to be covered with ½” cementitious board, taped and finished to receive tile. Remaining walls and ceilings to be covered with half inch (½”) green-board, taped and finished to receive paint.
- Tile to be installed from floor to ceiling in shower stall area and from top of bathtub to ceiling in bathtub stall. All outside termination points to be finished with Schluter style metal trim.
- Both showers to be supplied with standard tension rod and white curtain.
- ADA toilet in both baths with 1.28 GPF, elongated, white.
- Install escutcheon plates on all pipe protruding from cabinet back or from the wall (at hot water tank)

HVAC:

- Provide and install new split system HVAC. New components to have a minimum **15.0 SEER** rating. Rheem, Carrier or Trane are the approved manufacturers. Unit must contain a properly sized heat strip.
- Unit must filter at one location; multiple filter locations will not be accepted unless specified by permitting jurisdiction. Provide one filter back grill. *Developer to provide 12-month supply of appropriately sized single-use filters at completion of project.*
- Provide drops in the following: one in each bedroom, one in each bathroom, one in living room, one in dining room, one in kitchen and one in the utility room (if applicable).
- Provide passive returns in the ceiling. Ceiling jumpers are the approved method (stamped grills installed in walls above the doors will NOT be accepted).
- Provide a new formed and poured in place (concrete) or approved pre-cast (concrete) base for the condenser. Location will be in the rear of home unless mitigating circumstances prevent.
- Provide condensate drain line.
- Provide and install a prefab security steel cage for the condensing unit to prevent theft. Cage should cover all sides of the unit. Include locks and keys for the cage. Cage must be secured to the concrete pad.
- Provide and install ceiling mounted exhaust fans in both bathrooms with a minimum 50 CFM that exhaust through the roof. Provide vent caps with bug / bird screens.

- Provide and install a dryer vent in utility room (if applicable). Dryer vent is always on the right side. Roof cap should not have a bird or bug screen to prevent lint back up.
- *HVAC can also be placed in a dedicated closet inside the home.*
- ***HVAC CANNOT BE INSTALLED IN ATTIC SPACE***

13. **Electrical:**

Low Voltage:

- Install two TV pre-wires: One in living room and one in master bedroom.
- Install one phone jack (pre-wire) in the Kitchen.
- Stub-out for low voltage near the power meter can.

High Voltage:

EXTERIOR:

- Install a temporary power pole for use during construction.
- Provide a complete electric system for a new residence that will comply with all requirements and codes in the State of Florida.
- Provide and install a 150-amp service with disconnect and meter can on the exterior.
- Provide one weatherproof receptacle on front porch, one on the back patio and one adjacent to the HVAC condenser
- Provide one exterior, wall mount, energy efficient light fixture adjacent to front and rear doors. Lights will be on separate switches. Bulbs will be LED.
- Provide and install two, white, double LED security lights. They will be permanently mounted on the underside of the soffit at a front “outside” corner location and an opposite rear “outside” corner location so lights can be directed to all four sides of home. Security fixtures need to be on a motion detector AND a switch to be installed, on the interior, next to front and rear door
- Provide intersystem terminal block on the system ground.
- Install properly sized home run to condenser with disconnect box.
- If necessary, Install circuit to septic alarm location. See “Site Specific Conditions” below.

INTERIOR:

- Provide and install breaker panel in the Utility Room (if applicable). Panel should have a minimum of 4 spare breaker

locations for future expansion. Provide a written breaker directory and attach to the back of the panel door for reference.

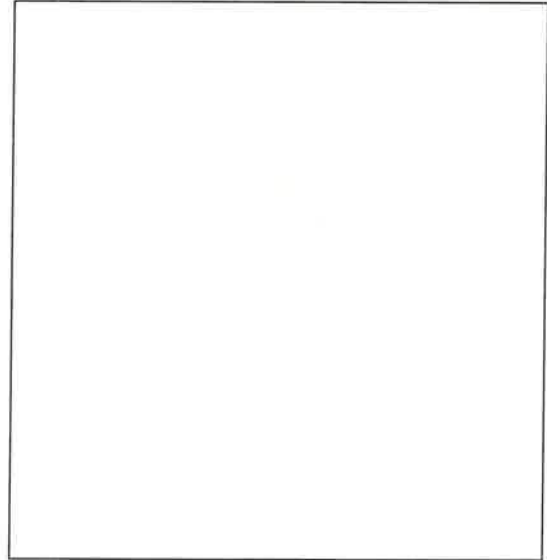
- Receptacles per code. Arc-fault and GFI where required. All to be tamper resistant (child proof).
- Install whips and switches for bath exhaust fans.
- Smoke / carbon monoxide detectors per code requirements.
- Include the following interior Energy Efficient light fixtures:
 - Hallway and / or Foyer: One flush mount ½ dome glass fixture with two LED bulbs
 - Utility Room (if applicable): One ceiling mount, 4' "wrap around", LED or Energy Efficient florescent fixture.
 - Kitchen: One ceiling mount, 4' "wrap around", LED or Energy Efficient florescent fixture.
 - Dining Room: One chandelier fixture. LED bulbs. Energy efficient.
 - Bathrooms: One wall mounted vanity fixture centered over sink and mirror. LED bulbs for energy efficiency.
 - Bathroom shower / tub locations: Install one recessed ceiling shower light over Master Bath shower and Hall Bathtub. Bulbs shall be LED. Each recess can light on a separate switch.
- Include ceiling fan / light combos for the following rooms: Living Room, All bedrooms. Include two switches for each fan: one for fan, one for light kit. Fans and light kits must be energy efficient with LED bulbs.
- Provide dedicated circuits for dishwasher, Microwave, Range, Air Handler and Condenser. Provide circuit and back splash located switch for disposal. Provide circuits for refrigerator, dryer, and washer. Circuit to water heater.
- Provide power to bath ventilation fans with separate switch.
- Developer must notify the Community Services Administrator of the company providing electrical services.

EXHIBIT B

This document was prepared by:
Brijesh Patel, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring, intangible personal
property tax pursuant to §199.183(1),
Florida Statutes (2022)**



ARPA PROGRAM
MORTGAGE

THIS MORTGAGE is made and entered into this ____ day of _____, 20____, by **FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC.**, whose mailing address is 815 South French Avenue, Sanford, Florida 32771, hereinafter the “MORTGAGOR”, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter the “MORTGAGEE”, whose address is 1101 E. 1st Street, Sanford, Florida 32771.

WITNESSETH:

1. MORTGAGOR signed an Affordable Housing Development Agreement with MORTGAGEE dated _____, 20____, which describes the obligations of MORTGAGOR under MORTGAGEE’s ARPA Program, for which this Mortgage is granted as security for performance, the terms and conditions of said Affordable Housing Development Agreement are hereby incorporated by reference.

2. That for good and valuable consideration and in particular the sum of up to but not exceeding TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) through the issuance of that certain ARPA Program Promissory Note in that amount and of even date herewith (the “Note”), the MORTGAGOR hereby grants, bargains, sells, promises, conveys and confirms unto the MORTGAGEE all of the MORTGAGOR’s interest in that certain parcel of real property hereinafter the “Property”, the legal description and parcel identification number for which Property are as follows:

Legal Description: Lot 35
Midway

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

PB 1 PG 41

Parcel Identification: 32-19-31-513-0000-0350

3. To have and to hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof unto the MORTGAGEE in fee simple.

4. MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGOR's purchase of the Property and granting of this Mortgage.

5. MORTGAGOR further covenants to use the improved Property only for the purposes expressly authorized by the Restrictive Use Covenant of even date with this Mortgage and separately recorded in the Public Records of Seminole County, Florida (the "Restrictive Use Covenant"). In the absence of MORTGAGEE's express, prior, written approval, the Property shall not be otherwise abandoned, sold, leased, conveyed, transferred or refinanced for the duration of the Affordability Period which shall be thirty (30) years from the execution of the Affordable Housing Development Agreement.

6. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby; provided, however, no payments shall be due so long as the Property remains in compliance with the Restrictive Use Covenant and this Mortgage, and is not refinanced (which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE) during the Affordability Period unless otherwise expressly approved by MORTGAGEE. The foregoing notwithstanding, the Note shall be immediately due and payable upon the resale of the Property to any person, including persons approved by MORTGAGEE.

7. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement.

8. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such

payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

9. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

10. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

12. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property.

13. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

14. Subject to paragraph 7 of this Mortgage, if any sum of money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due or if each and every agreement, stipulation, condition and covenant of either or both instruments are not fully performed, complied with and abided by, then the outstanding and unforgiven principal balance of the Note shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

15. MORTGAGOR shall not execute an assumption or in any way convey, transfer or assign its obligations under this Mortgage and the Note secured hereunder without the proper written consent of the MORTGAGEE. No part of the Property or any interest in the Property shall be sold or transferred by the MORTGAGOR without the MORTGAGEE's consent. Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, escrow agreement or any proceeding intended to liquidate or rehabilitate MORTGAGOR's assets.

16. After the happening of any default, MORTGAGEE may require immediate payment in full of all sums due under the Mortgage and Note. If MORTGAGOR fails to pay the sums then due, MORTGAGEE shall have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR who shall at all times be and remain personally liable for payment of all sums due under the Note secured hereby. MORTGAGOR shall be considered in default if any of the following occur:

(a) MORTGAGOR sells, leases, abandons, refinances, transfers or assigns the Property during the term of this Mortgage without notice to and express written consent of MORTGAGEE.

(b) MORTGAGOR fails to perform any covenant or term or condition in the Affordable Housing Development Agreement, Mortgage, Note or any other agreements, stipulations, conditions, and covenants regarding the Property.

(c) Any assignment for the benefit of MORTGAGOR's creditors, or other proceedings intended to liquidate or rehabilitate MORTGAGOR's assets.

(d) Commencement of any proceeding to foreclose any mortgage or other lien, whether prior to subordinate to the lien of this Mortgage.

(e) Any mortgage secured by the Premises is refinanced without the prior, written consent of MORTGAGEE.

(f) Failure of the MORTGAGOR to comply with the MORTGAGEE's recapture provision.

(g) Transfer of ownership of MORTGAGOR, filing for bankruptcy, or dissolution of MORTGAGOR.

17. Anything in this instrument to the contrary notwithstanding, MORTGAGOR's obligations under this Mortgage shall be deemed fully satisfied and all indebtedness under the Note outstanding in any amount shall be cancelled upon MORTGAGOR's conveyance of the fee simple interest in the Property to an Income Qualified family, as further specified in the Affordable Housing Development Agreement; in such circumstances MORTGAGEE shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction of mortgage instrument.

18. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the MORTGAGOR has executed and sealed this instrument on the day and year first above written.

ATTEST:

FLORIDA SUPERIOR PROPERTIES
ECONOMIC COMMUNITY SERVICES,
INC.

JOHNNIE WILLIAMS, Secretary

By: _____
RT HILLERY, Executive Director

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Executive Director, and _____, as Secretary, of Florida Superior Properties Economic Community Services, Inc., a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

This document was prepared by:
Brijesh Patel, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring, intangible personal
property tax pursuant to §199.183(1),
Florida Statutes (2022)**

ARPA PROGRAM
PROMISSORY NOTE

**MAXIMUM PRINCIPAL AMOUNT: TWO HUNDRED THOUSAND AND NO/100
DOLLARS (\$200,000.00)**



DATED DATE: _____, 20____

MATURITY DATE: _____, 20____

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

**MAKER: FLORIDA SUPERIOR PROPERTIES ECONOMIC
COMMUNITY SERVICES, INC.
815 SOUTH FRENCH AVENUE
SANFORD, FLORIDA 32771**

**HOLDER: SEMINOLE COUNTY GOVERNMENT
1101 E. 1ST STREET
SANFORD, FLORIDA 32771**

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of HOLDER the sum of up to but not exceeding TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on _____, 20____, in lawful money of the United States, at 1101 E. 1st Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description: Lot 35
Midway
PB 1 PG 41

Parcel Identification: 32-19-31-513-0000-0350

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, or in default of any covenant of the Mortgage, then all outstanding sums due under this Note and, subject to the terms of paragraph 6 hereof, shall become immediately due and payable in full under the terms set forth therein and herein.

4. MAKER shall use the proceeds of this Note only for the purposes of developing the Property in the manner as represented to the HOLDER. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall also include the following:

(a) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date at the time the Property is refinanced, abandoned, sold, transferred or conveyed, or MAKER otherwise ceases to utilize the Property in accordance with the Restrictive Use Covenant prior to the maturity date, or other failure to comply with the terms of the Affordability Period, as defined in the Affordable Housing Development Agreement and in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or its successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions and use restrictions of this Note and the accompanying Mortgage of even date herewith, the terms of which are incorporated herein by reference.

(f) Failure to comply with the terms of any other senior or junior lien mortgage or other encumbrance on the Property.

6. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under the Mortgage and this Note, then the Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, and this Note shall be forgiven and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement and the Note.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment or protest and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. MAKER shall be personally liable for repayment of all sums due hereunder.

11. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

13. Anything in this instrument to the contrary notwithstanding, MAKER's obligations under this Note and the Mortgage security instrument shall be deemed fully satisfied and all indebtedness hereunder outstanding in any amount shall be cancelled upon MAKER's conveyance of the fee simple interest to an Income Qualified family, as further specified in the Affordable Housing Development Agreement; in such circumstances, HOLDER shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction mortgage instrument.

*[The balance of this page is left intentionally blank.
Signatures and attestations on the following page.]*

IN WITNESS WHEREOF, the MAKER has executed and sealed this instrument on the day and year set forth below:

ATTEST:

FLORIDA SUPERIOR PROPERTIES
ECONOMIC COMMUNITY SERVICES,
INC.

JOHNNIE WILLIAMS, Secretary

By: _____
RT HILLERY, Executive Director

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Executive Director, and _____, as Secretary, of Florida Superior Properties Economic Community Services, Inc., a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

BP
12/8/22
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Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

EXHIBIT C

This document was prepared by:
Brijesh Patel, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. First Street
Sanford, FL 32771

Please return it to:
Community Development Office
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is a covenant running with the land and is made by **FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC.**, whose address is 815 South French Avenue, Sanford, Florida 32771, as fee simple owner (the "Developer"), in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, (the "County") concerning that certain parcel of real property, hereinafter the "Property", the legal description, and parcel identification number for which are as follows:

Legal Description: Lot 35
Midway
PB 1 PG 41

Parcel Identification: 32-19-31-513-0000-0350

The use of the Property is restricted to providing housing to Income Qualified families for the Affordability Period.

"Affordability Period" means thirty (30) years from the execution of the Agreement between Developer and County.

"Income Qualified" means a family consisting of one (1) or more individuals that is/are pre-qualified and approved by COUNTY for the purchase of the affordable housing and who, individually or collectively, has a gross annual income not-to-exceed three hundred percent (300%) of the Federal Poverty Guidelines.

This restrictive covenant is and will be for the benefit of the Developer, their successors in title, and is expressly for the benefit of Seminole County, Florida, and may be enforced by such persons and the County in any lawful manner. This restrictive covenant may be released prior to expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

NOT FOR EXECUTION

instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

Witness

Print Name

By: _____

Date: _____

Witness

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as Executive Director, and _____, as Secretary, of Florida Superior Properties Economic Community Services, Inc., a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

BP

12/8/22

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Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

Exhibit D - Application and Certificate for Payment

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: PROJECT NOS.: CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$
- Net change by Change Orders \$
- CONTRACT SUM TO DATE (Line 1 + 2) \$
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$
- RETAINAGE:
 - % of Completed Work (Columns D + E on G703) \$
 - % of Stored Material (Column F on G703) \$

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$
- TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- CURRENT PAYMENT DUE \$
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		



AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unauthorized photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

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G703-1992

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EXHIBIT E

Monthly Progress Report

A. Property Information

Date of Report: _____

Agency: _____

Person Preparing Report: _____

Signature: _____ **Title:** _____

Project Title:

Project Address:

Project Start Date	Estimated Completion Date	Actual Completion Date

**B. Budget
Information**

	<u>Project Cost</u>	<u>Funds Expended to Date</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____ %
ARPA Funding	\$ _____	\$ _____	_____ %
Other Funding (Name Source)	\$ _____	\$ _____	_____ %

C. Describe specific work tasks and qualified accomplishments completed this month.

D. Describe successes or challenges encountered with the project this period.

E. Discuss any anticipated challenges or concerns with project: Identify any technical assistance needed and/or requested from County staff.

F. Discuss any advertisements or marketing campaigns attempted. Provide copies of marketing materials distributed to the community. Please see Section 28 of the Agreement before Project publicity.

ARPA - Quarterly Progress Report-Exhibit F



Project Title: _____ Date: _____

Contact Name: _____

Reporting Period: _____

Telephone: _____

Project Objective:

Plan: A summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Quarter:

Authorized Agent Signature: _____

**** Quarterly progress reports must be completed each quarter or future funding will be withheld****

EXHIBIT G

End of Project Report

Project Title:

Project Address:

Construction:

Project Start Date	Estimated Completion Date	Actual Completion Date

Project Budget	Total ARPA Funds Expended	Total Other Sources Expended	Total Construction Costs

Disposition:

Income Qualified Family Name:	
List Price:	
Final Sales Price	
Total DPA Provided:	
Loan Type (conventional or FHA)	
Loan Amount	
Interest Rate	
Loan Terms	

Buyer Demographics:

Household Size:	
Race:	
Ethnicity	
AMI:	
Female Head of Household (Y/N)	

EXHIBIT H

This document was prepared by:
Brijesh Patel, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes (2022).

ARPA PROGRAM
MORTGAGE

THIS MORTGAGE is made and entered into this ____ day of _____, 20____, by _____ a _____ person, hereinafter referred to as "MORTGAGOR", who has qualified as an Income Qualified family and whose current mailing address is _____, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, hereinafter the "MORTGAGEE".

WITNESSETH:

1. For good and valuable consideration and in particular the sum of up to but not exceeding _____ DOLLARS through the issuance of that certain ARPA Program Promissory Note in the same amount and of the same date as this Mortgage, attached to this Mortgage as Attachment A (the "Note"), MORTGAGOR hereby mortgages unto MORTGAGEE all of MORTGAGOR's interest in that certain parcel of real property located at _____, hereinafter the "Property", the address, legal description, and parcel identification number for which are as follows:

Property Address: [PROPERTY ADDRESS]

Legal Description: [LEGAL DESCRIPTION]

Parcel Identification: [PARCEL ID]

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

2. To have and to hold the Property, together with the tenements, hereditaments, and appurtenances belonging to the Property and the rents, issues, and profits from the Property unto MORTGAGEE in fee simple as security for the Note.

3. MORTGAGOR covenants with MORTGAGEE that MORTGAGOR is indefeasibly seized of the Property in fee simple; that MORTGAGOR has good right and lawful authority to convey the Property; that MORTGAGOR shall make such further assurances to perfect fee simple title to the Property in MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances, other than those of record as reflected in the Public Records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGOR's granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property as his/her occupied residence and that the Property will not be sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period defined below and in the Note, except as may be otherwise provided in the Note. The Affordability Period will be thirty (30) years from the execution of the Affordable Housing Development Agreement.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured by this Mortgage, except that no payments will be due so long as the Property remains occupied by MORTGAGOR as his/her personal residence and the Property is not refinanced (which includes any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred, or conveyed to any other persons during the Affordability Period, unless otherwise expressly approved by MORTGAGEE.

6. If MORTGAGOR fully performs, complies with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate created by it with respect to the Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay these amounts, without waiving or affecting the option to foreclose or any other right under this Mortgage and all such payments will, subject to applicable Federal and State laws and regulations, bear interest from the date of such failure at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part of it except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. This insurance must be made through a company or companies acceptable to MORTGAGEE per the written

authorization of MORTGAGEE. This insurance policy or policies will be held by and payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, then MORTGAGEE will have the right to receive and apply such sum to the indebtedness hereby secured. MORTGAGEE must account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGOR to comply with any of the terms and conditions of any such instruments or covenants constitutes an event of default under this Mortgage.

11. In the event of a foreclosure or voluntary sale, MORTGAGEE will have the right of first refusal to purchase the Property from MORTGAGOR for the amount and on the terms specified in a written, firm contract between MORTGAGOR and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE will have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase under this provision by sending written notice to MORTGAGOR.

12. Subject to paragraph 6 above, if any sum of money referred to in this Mortgage or in the Note is not promptly paid within thirty (30) days after it becomes due or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the outstanding and, unforgiven principal balance of the Note will forthwith or thereafter, at the option of MORTGAGEE, become and be due and payable, anything else in these instruments to the contrary notwithstanding. Failure by MORTGAGEE to exercise any of the rights under these instruments provided will not constitute a waiver of any rights under these instruments accrued or thereafter accruing.

13. MORTGAGOR will not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured under this Mortgage without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, transferred, or refinanced during the term of this Mortgage without notice to and consent from MORTGAGEE, this Mortgage and the Note, MORTGAGOR will be in default under the terms of this Mortgage and the Note. In such event, MORTGAGEE may require immediate payment in full of all sums due under these instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 above. If MORTGAGOR fails to pay the sums then due, MORTGAGEE will have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors, or assigns acquires the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this Mortgage or the Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, will no longer be of any force or effect and such persons will take title free and clear of all such restrictive covenants and liens.

NOT FOR EXECUTION

16. Whenever used in this Mortgage, the terms MORTGAGOR and MORTGAGEE includes, respectively, all of MORTGAGOR's or MORTGAGEE's heirs, successors, legal representatives, and assigns. References to any note means all notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, MORTGAGOR has executed his/her hand and seal on the day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)



The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, ☐ by physical presence or ☐ online notarization, ☐ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

(End of Mortgage-ARPA Program Deferred Payment Promissory Note attached as Attachment A)

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

This document was prepared by:
Brijesh Patel, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes (2022).

ATTACHMENT A

ARPA PROGRAM
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT:  _____ **DOLLARS**

EXECUTION DATE: _____, 20____

MATURITY DATE: _____, 20____

RATE OF INTEREST: **ZERO PERCENT (0.00%) PER ANNUM**

MAKER:

HOLDER: **SEMINOLE COUNTY GOVERNMENT**
1101 E. 1ST STREET
SANFORD, FLORIDA 32771

1. **FOR VALUE RECEIVED**, MAKER promises to pay to the order of HOLDER the sum of up to but not exceeding _____ DOLLARS on _____, 20____, in lawful money of the United States, at 1101 E. 1st Street, Sanford, Florida 32771, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of the same date as this Note given by MAKER on certain real property, the address of which is

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

_____, hereinafter the “Property”, the address, legal description, and parcel identification number for which Property are as follows:

Property Address: [PROPERTY ADDRESS]

Legal Description: [LEGAL DESCRIPTION]

Parcel Identification: [PARCEL ID]

The security interest enjoyed by this Note will be junior and subordinate in all respects to a valid purchase money first mortgage lien on the Property.

3. If MAKER fails to use the Property in the manner as required by this Note and the attached Mortgage or defaults for any of the reasons set forth below, or defaults under any covenant of the Mortgage, then all outstanding sums due under this Note and subject to the terms of paragraph 6 below will become immediately due and payable in full under the terms set forth in this Note and the Mortgage.

4. MAKER must use the proceeds of this Note only for the purposes of down payment assistance on the Property in the manner as represented to HOLDER. Failure of MAKER to use the Note proceeds in this fashion will be an event of default under this Note and the Mortgage.

5. An event of default also includes the following:

(a) Failure to pay the outstanding principal amount of this Note or any other sum due under this Note at the stated maturity or due date at the time the Property is refinanced, rented, leased, subleased, abandoned, sold, transferred, or conveyed, or MAKER otherwise ceases to occupy the Property as his/her residence prior to the maturity date, or other failure to comply with the terms of the Affordability Period as defined in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or his/her successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions, and use restrictions of this Note and the accompanying ARPA Program Mortgage of the same date as this Note, the terms of which are incorporated in this Note by reference.

(f) Failure to comply with the terms of the first mortgage on the Property.

6. If MAKER fully performs, complies with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under the Mortgage and this Note, then this Note and the Mortgage security interest with respect to this Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement and the Note.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that MAKER will bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKER waives demand, protest, and notice of maturity, non-payment, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment on this Note is not paid at the respective maturity or due date, or in case it becomes necessary to protect the security for this Note, whether suit be brought or not.

10. This Note is to be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount under this Note will, at the option of HOLDER, become immediately due and payable.

11. Whenever used in this Note the term "HOLDER" or "MAKER" is to be construed in the singular or plural as the context may require or admit.

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



NOT FOR EXECUTION

IN WITNESS WHEREOF, MAKER has executed his/her hand and seal on the day and year first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, ☐ by physical presence or ☐ online notarization, ☐ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

BP

12/8/22

T:\Users\bpatel\Special Projects\American Rescue Plan\Affordable Housing\Endbuyer Mortgage (Exhibit H).docx

Affordable Housing Development Agreement between
Seminole County and Florida Superior Properties Economic Community Services, Inc.
for American Rescue Plan Act Funding

EXHIBIT I - Subcontractor List

Applicant must provide a list of all subcontractors with written agreements to perform work at Property under construction.

Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value
Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value
Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value

If necessary, please attach additional information.

EXHIBIT J

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

DEVELOPER 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.

LEGAL AUTHORIZATION

DEVELOPER 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 DEVELOPER also certifies that the undersigned person has the authority to legally execute and bind the DEVELOPER to the terms of this Agreement.

FALSE STATEMENTS

DEVELOPER understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), DEVELOPER is encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. DEVELOPER ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. DEVELOPER acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). DEVELOPER understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, DEVELOPER shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. DEVELOPER understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written

translation where necessary, to ensure effective communication in the DEVELOPER's programs, services, and activities.

3. DEVELOPER agrees to consider the need for language services for LEP persons when DEVELOPER develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. DEVELOPER acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon DEVELOPER.

DEVELOPER and DEVELOPER's subcontractors shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

DEVELOPER shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

DEVELOPER shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. DEVELOPER also must inform the COUNTY if DEVELOPER has received no complaints under Title VI.

EXHIBIT K

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of DEVELOPER, certifies, to the best of his or her knowledge 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 any 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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 undersigned on behalf of DEVELOPER, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, DEVELOPER understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

ENTITY NAME: FLORIDA SUPERIOR PROPERTIES ECONOMIC COMMUNITY SERVICES, INC.

SIGNATURE: 

NAME AND TITLE: R.T. Hillery Exec. Dir.

DATE: 12-22-22



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7448

Title:

Approve the plat for the Cadence Park Two Subdivision containing eighty-eight (88) lots on 27.05 acres zoned Planned Development, located approximately 1,700 feet south of the intersection of N Ronald Reagan Boulevard and Redpine Way; (Allen & Company, Applicant) District2 - Zembower (**Joy Giles, Project Manager**)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Joy Giles - 407-665-7399

Background:

In accordance with Section 35.152 of the Land Development Code of Seminole County (LDCSC), the Applicant is requesting Board approval of the plat for the Cadence Park Two Subdivision. The plat contains eighty-eight (88) single family residential lots on 27.05 acres, with a Low Density Residential Future Land Use designation and a PD (Planned Development) zoning classification. The Cadence Park Two PD, previously known as the Hidden Oaks PD, permits a minimum lot size of 6,000 square feet, with a minimum lot width of fifty (50) feet and a maximum density of four (4) dwelling units per net buildable acre.

All internal roads will be private, and utilities will be provided by Seminole County.

On August 23, 2022, a PD Major Amendment Rezone from PD (Planned Development) to PD (Planned Development) to incorporate the Hidden Oaks PD into the Cadence Park PD was approved by the Board of County Commissioners. Districts 1, 2, 3, 4, and 5 voted AYE.

In accordance with Section 35.13 of the Land Development Code of Seminole County (LDCSC), on September 7, 2022, the County's Planning and Zoning Commission reviewed and approved the Preliminary Subdivision Plan for the Cadence Park Two Subdivision. The Final Engineering plans were submitted in accordance with Section

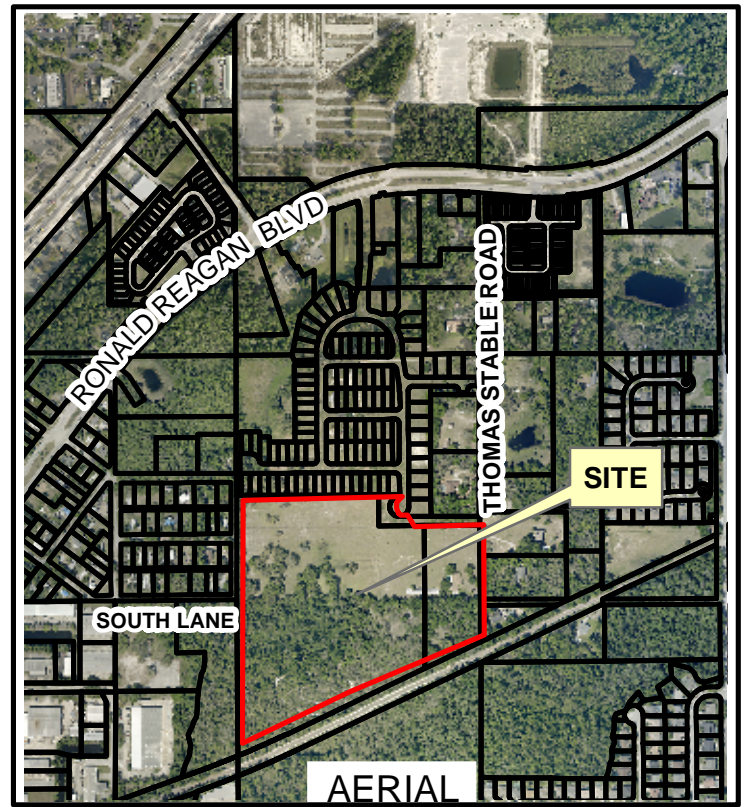
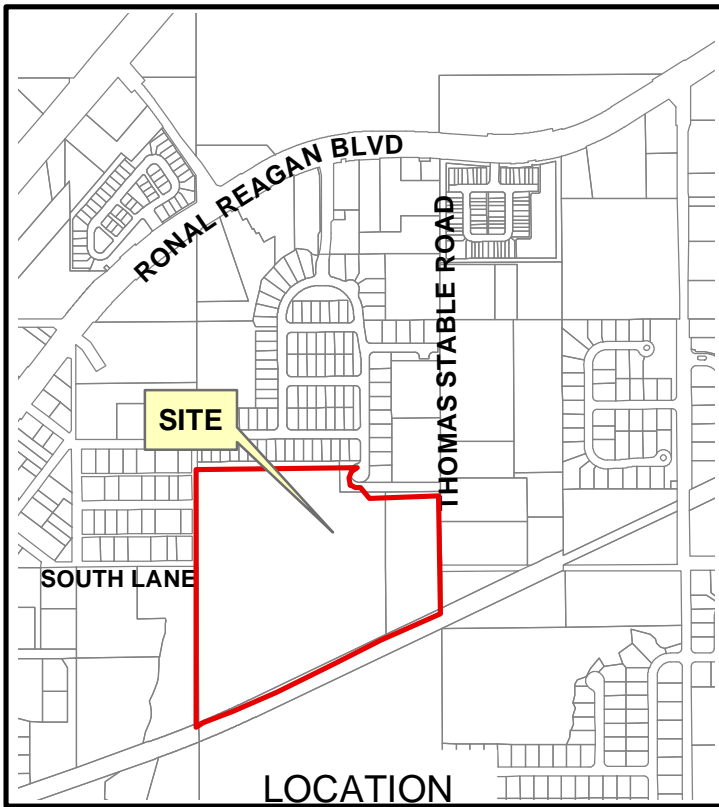
35.44 of the LDCSC and approved on October 12, 2022.

The Applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

The plat meets all applicable requirements of Chapter 35 of the LDCSC and Chapter 177, Florida Statutes.

Staff Recommendation:

Recommend the Board of County Commissioners approve the plat for the Cadence Park Two Subdivision containing eighty-eight (88) lots on 27.05 acres zoned Planned Development, located approximately 1,700 feet south of the intersection of N Ronald Reagan Boulevard and Redpine Way.

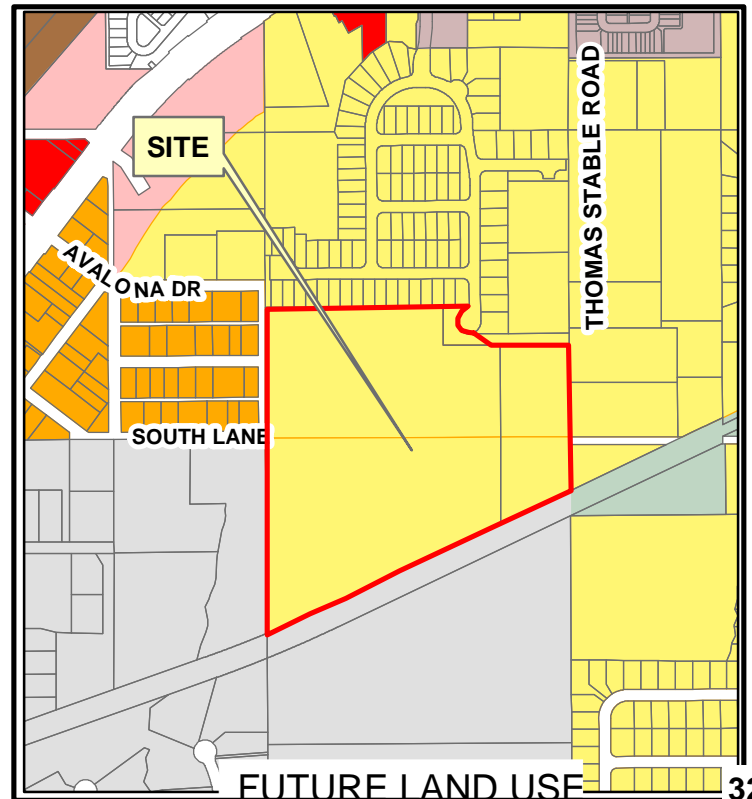
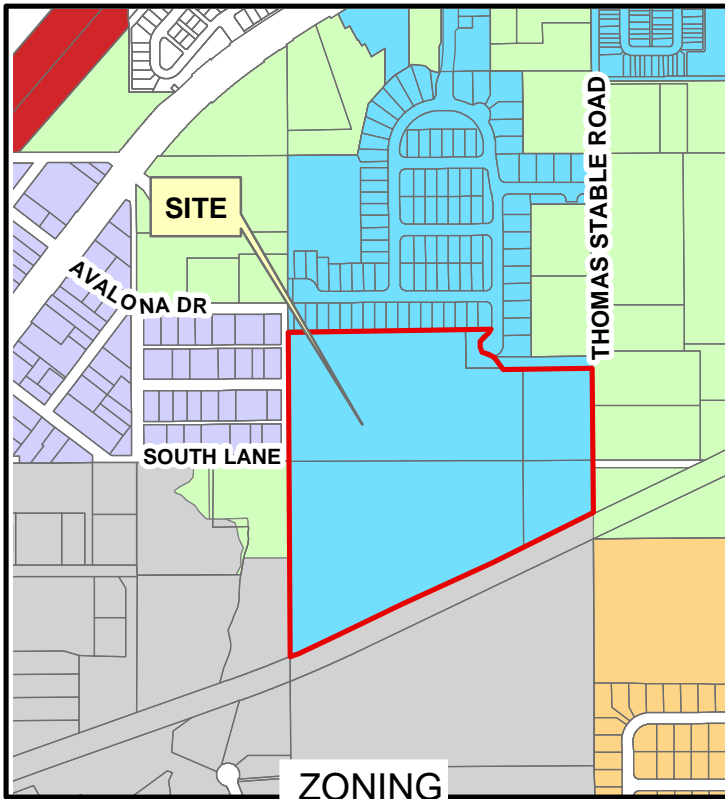


CADENCE PARK TWO FINAL PLAT

SEMINOLE COUNTY
BOARD OF COUNTY
COMMISSIONERS
JANUARY 10, 2023

LEGEND

Site	PD	C-1	LDR	COM
A-1	M-1	MDR	IND	
RM-1		PD		



CADENCE PARK TWO

SHEET 1 OF 3

A REPLAT OF TRACT I AND A PORTION OF TRACT J, CADENCE PARK, PLAT BOOK 85, PAGE 42 THROUGH 48 AND UNPLATTED LANDS LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, LYING NORTH OF SEABOARD COASTLINE RAILROAD, INCLUDING TRACT I AND A PORTION OF TRACT J, CADENCE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGES 42 THROUGH 48, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

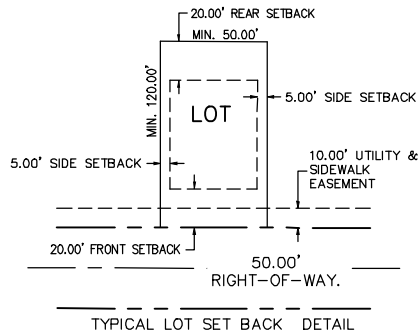
BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE RUN NORTH 00° 11' 53" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SUNNYSIDE AVENUE, MIDWAY PARK SECTION 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 546.21 FEET TO THE SOUTHWEST CORNER OF SAID CADENCE PARK; THENCE RUN ALONG THE SOUTHERLY LINE OF TRACK K AND LOTS 25 THROUGH 41 OF AFORESAID CADENCE PARK NORTH 89° 43' 59" EAST, A DISTANCE OF 886.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MONTEREY CYPRESS TRAIL (PRIVATE RIGHT-OF-WAY) OF SAID CADENCE PARK, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52° 12' 45" WITH A CHORD BEARING OF SOUTH 47° 17' 02" WEST, AND A CHORD DISTANCE OF 22.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 53.00 FEET AND A CENTRAL ANGLE OF 163° 33' 43" WITH A CHORD BEARING OF SOUTH 08° 23' 27" EAST, AND A CHORD DISTANCE OF 104.91 FEET; THENCE CONTINUING SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 151.30 FEET TO THE POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 40° 38' 17" WITH A CHORD BEARING OF SOUTH 66° 06' 33" WEST, AND A CHORD DISTANCE OF 17.36 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.73 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 45° 55' 39" WEST ALONG SAID WEST LINE, A DISTANCE OF 18.84 FEET; THENCE NORTH 89° 43' 59" EAST, A DISTANCE OF 37.26 FEET; THENCE RUN SOUTH 47° 21' 59" EAST, A DISTANCE OF 44.07 FEET TO A POINT ON THE SOUTH LINE OF TRACT J OF AFORESAID CADENCE PARK; THENCE RUN NORTH 89° 43' 59" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 00° 16' 10" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 395.82 FEET; THENCE RUN SOUTH 00° 23' 10" EAST, A DISTANCE OF 374.73 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE RUN SOUTH 64° 32' 45" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 785.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5802.35 FEET AND A CENTRAL ANGLE OF 03° 20' 59" WITH A CHORD BEARING OF SOUTH 65° 57' 35" WEST, AND A CHORD DISTANCE OF 339.18 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 339.23 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 23; THENCE RUN NORTH 00° 25' 52" WEST ALONG SAID WEST LINE, A DISTANCE OF 846.20 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 27.05 ACRES MORE OR LESS.

LEGEND & ABBREVIATIONS

CL	CENTERLINE
P.R.C.	POINT OF REVERSE CURVATURE
SJRWMD	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
(N.R.)	NON-RADIAL
U.E.	UTILITY EASEMENT
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
N.T.	NON-TANGENT
LS	LICENSED SURVEYOR
CCR #	CERTIFIED CORNER RECORD NUMBER
R/W	RIGHT-OF-WAY
ESMT	EASEMENT
R	RADIUS
CB	CHORD BEARING
C	CHORD DISTANCE
Δ	DELTA
L	LENGTH
PB	PLAT BOOK
PG(S)	PAGE
R.P.	RADIUS POINT
ID	IDENTIFICATION
ELY	EASTERLY
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR & MAPPER
D.B.	DEED BOOK

■	SET 4"x4" CONCRETE MONUMENT LB#6723 PRM
↶	CHANGE IN DIRECTION
●	A SET 1/2" IRON ROD & CAP OR NAIL & DISK PSM #6723 PERMANENT CONTROL POINT
□	FOUND 4"x4" CONCRETE MONUMENT AS NOTED
⚠	DENOTES PRM STATE PLANE COORDINATE TABLE NUMBER

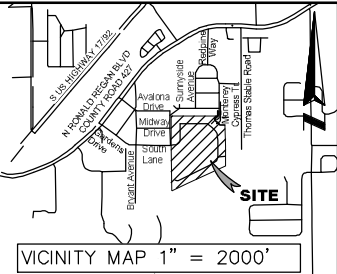


SHEET INDEX

SHEET 1 - LEGAL DESCRIPTION, DEDICATION, TRACT DESCRIPTIONS, SURVEYOR'S NOTES & LEGEND
SHEET 2 & 3 - BOUNDARY INFORMATION, LOT AND TRACT GEOMETRY



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB #6723



QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SURVEYOR'S NAME: JAMES L. RICKMAN DATE:
REGISTRATION NUMBER: 5633
PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER OF LEGAL ENTITY : 6723
ALLEN & COMPANY, INC.
16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787

SURVEYOR'S NOTES:

- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23-20-30 BEING NORTH 00°11'53" WEST.
- IN ACCORDANCE WITH CHAPTER 177.091 F.S., ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
- THE GRANTING OF EASEMENTS TO SEMINOLE COUNTY DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY, FLORIDA, TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE SYSTEM UNLESS OTHERWISE STATED.
- THE STATE PLANE COORDINATE VALUES SHOWN HEREON ARE BASED UPON FLORIDA EAST ZONE, NAD83 AND ARE FOR GIS PURPOSES, AND NOT TO BE USED TO RECREATE THE BOUNDARY OF SAID PLAT.
- THE PLAT AND THE LANDS SHOWN HEREIN ARE SUBJECT TO THE COMMUNITY DECLARATION FOR CADENCE PARK AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ANY SUPPLEMENT AND/OR AMENDMENT THERETO (THE DECLARATION). ALL PERSONS HAVING ANY INTEREST IN THE LANDS DESCRIBED IN THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CADENCE PARK HOMEOWNERS ASSOCIATION, (THE ASSOCIATION) INCLUDING ANY SUPPLEMENTS AND/OR AMENDMENT THERETO.
- THE UTILITY EASEMENTS DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO SEMINOLE COUNTY AND THE PUBLIC UTILITY PROVIDERS. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINES, TELEPHONE LINES, AND CABLEVISION LINES.
- THE WALL EASEMENTS AND FENCE EASEMENTS SHOWN HEREON, SHALL BE DEDICATED TO THE ASSOCIATION AND MAINTAINED AS DEFINED IN THE DECLARATION.
- AN EMERGENCY ACCESS EASEMENT OVER TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEM SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN OR RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE AND STORMWATER SYSTEM.
- UNLESS NOTED OR SHOWN OTHERWISE A PRIVATE FIVE (5.00) FOOT WIDE SIDE AND REAR YARD DRAINAGE EASEMENT ON ALL LOTS IS HEREBY DEDICATED TO THE ASSOCIATION: POOL EQUIPMENT, WATER SOFTENERS, AND SIMILAR FACILITIES SHALL NOT BE PERMITTED WITHIN THREE (3) FEET OF THE SIDE PROPERTY LINES. AIR CONDITIONER UNITS SHALL NOT BE WITHIN (3) FEET OF THE SIDE PROPERTY LINE UNLESS ELEVATED AND MOUNTED TO THE STRUCTURE IN A MANNER NOT OBSTRUCTING SIDE YARD PASSAGE OR THE FUNCTION AND MAINTENANCE OF THE DRAINAGE EASEMENT.
- TRACT E (POND), SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT F (RIGHT-OF-WAY), SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT L (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY SEMINOLE COUNTY, FLORIDA.
- A UTILITY EASEMENT OVER TRACT F (PRIVATE ROADWAY) IS GRANTED TO ALL PUBLIC UTILITY PROVIDERS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND REPLACING THEIR RESPECTIVE UTILITY FACILITIES WHICH SERVICE THE LAND ENCOMPASSED BY THIS PLAT.
- THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. AN EMERGENCY ACCESS EASEMENT ON ALL PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE PRIVATE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE COUNTY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE EASEMENT.
- TRACT M (WETLAND/CONSERVATION), AND TRACTS N AND O (UPLAND BUFFER) ARE COMMON AREAS AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

NAME: AMY LOCKHART
CHAIRMAN OF BOARD

NAME: GRANT MALOY
CLERK OF THE BOARD

CERTIFICATE OF CLERK OF CIRCUIT COURT

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 _____ 2022, FILE NO. _____

CLERK OF THE CIRCUIT COURT, GRANT MALOY
IN AND FOR SEMINOLE COUNTY, FLORIDA.

COUNTY SURVEYOR CERTIFICATE

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177 PART 1, FLORIDA STATUTES.

RAYMOND F. PHILLIPS, LICENSE NO. LS 7015
SEMINOLE COUNTY SURVEYOR

PLAT BOOK _____ PAGE _____

CADENCE PARK TWO
DEDICATION

THIS IS TO CERTIFY THAT THAT M/I HOMES OF ORLANDO, LLC., A FLORIDA LIMITED LIABILITY COMPANY AND CADENCE PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-PROFIT CORPORATION HEREAFTER REFERRED TO AS "OWNERS" ARE THE LAWFUL OWNERS OF THE LANDS DESCRIBED HEREIN. IN THE FOREGOING CAPTION TO THIS PLAT, DO HEREBY DEDICATES THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES HEREIN.

TRACT A (LANDSCAPE BUFFER/OPEN SPACE), TRACT B (WALL/LANDSCAPE BUFFER/UTILITY EASEMENT), TRACT E (STORMWATER), TRACT H (STORMWATER/UTILITY EASEMENT), TRACT I (OPEN SPACE), TRACT F (PRIVATE ROADWAY), TRACT G (WALL/DRAINAGE/OPEN SPACE), TRACT M (WETLAND/CONSERVATION), TRACT N (UPLAND BUFFER) AND TRACT O (UPLAND BUFFER) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.

TRACT D (RIGHT-OF-WAY DEDICATION), FOR ADDITIONAL RIGHT-OF-WAY OF SUNNYSIDE AVENUE, IS DEDICATED SEMINOLE COUNTY, FLORIDA

TRACT L (LIFT STATION) IS DEDICATED TO SEMINOLE COUNTY, FLORIDA.

A CONSERVATION EASEMENT OVER ALL TRACT M (WETLAND/CONSERVATION), AND TRACTS N AND O (UPLAND BUFFERS), IS HEREBY DEDICATED TO SEMINOLE COUNTY, FLORIDA. THE EASEMENT IS TO BE OWNED AND MAINTAINED BY THE ASSOCIATION. THE REMOVAL OF VEGETATION WITHIN THE EASEMENT IS PROHIBITED UNLESS APPROVAL FROM SEMINOLE COUNTY IS GRANTED TO REMOVE DEAD OR DAMAGED VEGETATION THAT POSES A HAZARD OR APPROVAL IS GRANTED TO REMOVE EXOTIC OR NUISANCE VEGETATION. ALL DEVELOPMENT RIGHTS WITHIN THE EASEMENT ARE GRANTED TO SEMINOLE COUNTY. NO SOIL, EXCAVATION, FILL OR REMOVAL WITHIN THE EASEMENT SHALL BE PERMITTED. CONSTRUCTION ACTIVITY WITHIN THE EASEMENT SHALL BE LIMITED TO DOCKS OR BOARDWALKS, LIMITED TO 4 FEET IN WIDTH, AND THEIR STRUCTURAL PIERS; AND PERMISSION FROM SEMINOLE COUNTY SHALL BE REQUIRED.

INGRESS/EGRESS ACCESS TO PARCEL 23-20-30-300-030A-0000 (PRAGER PROPERTY) IS HEREBY GRANTED OVER TRACT F (PRIVATE RIGHT-OF-WAY).

THE OWNERS DOES HEREBY GRANT TO SEMINOLE COUNTY THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL OF THE PRIVATE STREETS SHOWN AND DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF LOTS 96 THROUGH 183 AND THEIR GUEST, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICK UP AND FIRE PROTECTION SERVICES, POLICE, AUTHORITIES OF THE UNITED STATES POSTAL SERVICE MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE OWNER, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID STREETS AND EASEMENTS. THE UTILITY EASEMENTS DESCRIBED AND SHOWN HEREON ARE TO BE DEDICATED TO SEMINOLE COUNTY AND PUBLIC UTILITY PROVIDERS. THE UTILITIES ARE TO BE OWNED AND MAINTAINED BY THE UTILITY PROVIDER. THE PURPOSE OF THE UTILITY EASEMENTS SHOWN ARE AS FOLLOWS: INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, POWER LINES, TELEPHONE LINES, AND CABLE LINES. REGARDLESS OF THE PRECEDING PROVISIONS THE LAWFUL OWNER RESERVES THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY THE RIGHT OF INGRESS TO ANY PERSON WHO, IN THE OPINION OF THE LAWFUL OWNER MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLOT.

HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY.

IN WITNESS WHEREOF, THE UNDERSIGNED M/I HOMES OF ORLANDO, LLC., A FLORIDA LIMITED LIABILITY COMPANY, THAT HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2022.

BY: M/I HOMES OF ORLANDO, LLC.

PRINTED NAME :BRENT BARTHOLOMEW
TITLE: VICE PRESIDENT

SIGNED AND SEALED IN
THE PRESENCE OF: _____

PRINTED NAME OF WITNESS: _____

PRINTED NAME OF WITNESS: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY, THAT ON THIS DAY, BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION THIS _____ DAY OF _____ 2022 BY BRENT BARTHOLOMEW, VICE PRESIDENT OF M/I HOMES OF ORLANDO, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. WHO IS () PERSONALLY KNOWN TO ME OR () PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____

IN WITNESS WHEREOF, THE UNDERSIGNED, CADENCE PARK HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ACKNOWLEDGED BY ITS UNDERSIGNED THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____ 20____

BY: CADENCE PARK HOMEOWNERS ASSOCIATION, INC.



SIGNED AND SEALED IN
THE PRESENCE OF: _____

PRINTED NAME OF WITNESS: _____

PRINTED NAME OF WITNESS: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY, THAT ON THIS DAY, BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION THIS _____ DAY OF _____ 2022 BY _____ OF CADENCE PARK HOMEOWNERS ASSOCIATION, INC., A NOT-FOR-PROFIT CORPORATION, ON BEHALF OF THE COMPANY. WHO IS () PERSONALLY KNOWN TO ME OR () PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____

PAGE

NOTE*
TRACT J AND MONTEREY CYPRESS
TRAIL ROUND-A-BOUT ARE NOT
INCLUDED IN THIS PLAT AND ARE
SHOWN FOR GRAPHIC PURPOSES ONLY



PLAT BOOK _____ PAGE _____

POINT OF BEGINNING
WEST 1/4 CORNER OF
SECTION 23-20-30
CCR# 100679
FOUND 4" ROUND CONCRETE
MONUMENT
NO. ID
N: 1599891.39
E: 560893.95

1" = 60'
GRAPHIC SCALE

STATE PLANE COORDINATE

POINT NO.	NORTHING	EASTING
10	1599896.14	561917.07
11	1599521.12	561919.59
12	1599183.39	561210.08
13	1599045.22	560900.32
14	1599891.39	560893.95

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C5	125.00'	S32°08'17"W	133.98'	064°48'55"	141.41'
C14	5641.98'	N64°57'24"E	80.94'	000°49'19"	80.94'
C21	47.00'	N83°47'53"E	29.72'	036°51'38"	30.24'
C24	25.00'	S45°19'40"E	35.39'	090°06'59"	39.32'
C25	25.00'	S53°21'55"W	29.56'	072°29'51"	31.63'
C26	150.00'	N40°49'52"E	120.65'	047°25'45"	124.17'
C27	5666.96'	S65°12'30"W	131.05'	001°19'30"	131.05'
C28	50.00'	N10°58'51"E	81.83'	250°10'04"	218.31'
C29	25.00'	S79°22'51"E	29.00'	070°53'26"	30.93'
C30	7108.74'	N64°48'55"E	59.00'	000°28'32"	59.00'
C31	100.00'	N32°08'17"E	107.19'	064°48'55"	113.12'
C35	50.00'	N52°30'30"E	79.55'	105°24'46"	91.99'
C36	25.00'	S84°36'48"W	17.59'	041°12'10"	17.98'
C37	205.00'	N77°03'00"E	92.50'	026°04'34"	93.30'
C49	150.00'	S22°52'39"W	30.11'	011°31'19"	30.16'
C50	150.00'	S34°22'39"W	30.00'	011°28'42"	30.05'

SEABOARD COASTLINE RAILROAD
100.00' RIGHT OF WAY

GREEN ARROW PLACE
50.00' PRIVATE R/W

LOT 121
N 89°36'50" E 120.01'
10.00' U.E.
LOT 119

LOT 120
N 89°36'50" E 120.11'
10.00' U.E.
LOT 119

LOT 121
N 89°36'50" E 120.21'
10.00' U.E.
LOT 119

LOT 122
N 89°36'50" E 120.45'
10.00' U.E.
LOT 119

LOT 123
N 89°36'50" E 120.55'
10.00' U.E.
LOT 119

LOT 124
N 89°36'50" E 120.65'
10.00' U.E.
LOT 119

LOT 125
N 89°36'50" E 120.75'
10.00' U.E.
LOT 119

LOT 126
N 89°36'50" E 120.85'
10.00' U.E.
LOT 119

LOT 127
N 89°36'50" E 120.95'
10.00' U.E.
LOT 119

LOT 128
N 89°36'50" E 121.05'
10.00' U.E.
LOT 119

LOT 129
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10.00' U.E.
LOT 119

LOT 130
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10.00' U.E.
LOT 119

LOT 131
N 89°36'50" E 121.35'
10.00' U.E.
LOT 119

LOT 132
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LOT 119

LOT 133
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10.00' U.E.
LOT 119

LOT 134
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LOT 119

LOT 135
N 89°36'50" E 121.75'
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LOT 119

LOT 136
N 89°36'50" E 121.85'
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LOT 137
N 89°36'50" E 121.95'
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LOT 138
N 89°36'50" E 122.05'
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LOT 139
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LOT 140
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LOT 141
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LOT 142
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LOT 143
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LOT 144
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LOT 145
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10.00' U.E.
LOT 119

LOT 146
N 89°36'50" E 122.85'
10.00' U.E.
LOT 119

LOT 147
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10.00' U.E.
LOT 119

LOT 148
N 89°36'50" E 123.05'
10.00' U.E.
LOT 119

LOT 149
N 89°36'50" E 123.15'
10.00' U.E.
LOT 119

LOT 150
N 89°36'50" E 123.25'
10.00' U.E.
LOT 119</



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7478

Title:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Conex Recycling Corporation effective from October 1, 2022 through September 30, 2023. Countywide (**Oliver Bond, Solid Waste Division Manager**)

Division:

Environmental Services - Solid Waste Management

Authorized By:

Oliver Bond

Contact/Phone Number:

407-665-2253

Background:

Seminole County code Chapter 235 authorizes the Board of County Commissioners to regulate the collection and disposal of waste in unincorporated areas of Seminole County. Conex Recycling Corporation has complied with the requirements set forth in the Code and requested a Certificate of Public Convenience and Necessity (COPCN) from the County to provide commercial recyclables collection services in unincorporated areas of the County. This firm is requesting a COPCN for October 1, 2022 through September 30, 2023. Additionally, insurance information in compliance with Code Chapter 235 has been provided.

Firms that collect only Construction and Demolition Debris, Special Wastes or Recyclables are not required to execute a non-exclusive commercial solid waste collection franchise agreement with the County. These firms are required to obtain COPCNs from the County.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Conex Recycling Corporation

effective from October 1, 2022 through September 30, 2023.

CONEX RECYCLING CORPORATION

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Conex Recycling Corporation

Street Address: 1370 Union Hill Industrial Court Suite A

City, State & Zip: Alpharetta Ga, 30004

Type of Operation: Recyclable Materials

This Certificate of Public Convenience and Necessity is valid from October 1, 2022 through September 30, 2023, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Grant Maloy

By: _____

Amy Lockhart, Chairman

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

Date: _____

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

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

County Attorney

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is good through *October 01, 2022 to September 30, 2023*.

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Elizabeth Montgomery, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Forms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Elizabeth Montgomery at 407-665-2257 or via email at emontgomery@seminolecountyfl.gov.

Date: 11/10/2022

Company Name: Conex Recycling Corporation
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: P.O. Box 1165

City: Cumming State: GA Zip: 30028

Site Street Address: 1370 Union Hill Industrial Court Suite A

City: Alpharetta State: GA Zip: 30004

Contact Person: Lucy Martin Phone: 770-889-1550 C FAX 678-513-5075

Email Address: lucy@conexrecycling.com

Owner/Stockholders/5% or more: Shannon Sibbitt

List Prior Companies & Forms of Business: _____

Person responsible for quarterly reports: <u>Jason LeBlanc</u>	Phone: <u>813-919-0340</u>
Email Address: <u>jason@conexrecycling.com</u>	

Statement of Capability and Financial Responsibility

I certify that Conex Recycling Corporation is capable of performing the service(s) applied for and is Financially Responsible.


Signature

11/10/2022
Date

Shannon Sibbitt
Print Name above

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Company Name: Conex Recycling Corporation

What type of waste will you be collecting in unincorporated Seminole County?

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- ☐ Furniture
- ☐ Garbage
- ☐ Rubbish
- ☐ Sludge

CONSTRUCTION & DEMOLITION DEBRIS:

- ☐ Concrete, brick and fines
- ☐ Wood
- ☐ Land Clearing Debris
- ☐ Asphalt
- ☐ Drywall
- ☐ Roofing Shingles

RECYCLABLE MATERIALS:

- ☒ Newspaper
- ☒ Glass
- ☒ Aluminum Cans
- ☒ Plastic Bottles
- ☒ Steel Cans
- ☐ Other Plastics
- ☐ Ferrous Metals
- ☐ Non-Ferrous Metals
- ☒ Corrugated Cardboard
- ☒ Office Paper
- ☐ Food Waste
- ☐ Textiles
- ☐ Other (specify) _____

SPECIAL WASTE:

- ☐ Yard Trash
- ☐ White Goods
- ☐ Tires
- ☐ Other

(specify) _____

HAZARDOUS WASTE:

- ☐ Biological Waste
- ☐ Biohazardous Waste
- ☐ Other

(specify) _____

*Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.*

FACILITY:

Address: _____

City: _____ Zip: _____

- ☐ Equipment Parking, and / or
- ☐ Maintenance Yard - only.

RECYCLING FACILITY:

- ☐ C&D Processing
- ☐ Materials Recovery
- ☐ Yard Waste/Tree Debris
- ☐ Disposal Facility

Specify _____

Materials handled at facility (list all):

Facility

Materials

Tons handled Annually (per material, if applicable):

Item

Tons per year

Where do you deliver materials for disposal and / or processing?

NOTE:

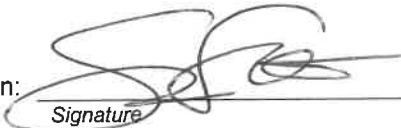
** Include Copies Of All Pertinent
Regulatory Agency Operation Permits.
Attach additional pages as needed.*

Seminole County
Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

Company Name: Conex Recycling Corporation

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Officer of Corporation: 
Signature

Date: 11/10/2022

Print Name: Shannon Sibbitt
Officer of Corporation/Print Name

Notary: 
Signature

Date: 11/10/2022

Print Name: Lucia Martin
Notary/Print Name

Commission Expires: July 26, 2024



Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Georgia
COUNTY OF Forsyth

COMES NOW, Shannon Sibbitt, being first duly sworn, who deposes and says:

- (1) That he/she is the Owner/President, an officer
of Conex Recycling Corporation corporation existing under the laws of the
State of Georgia;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity
Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience
and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Shannon Sibbitt, Affiant

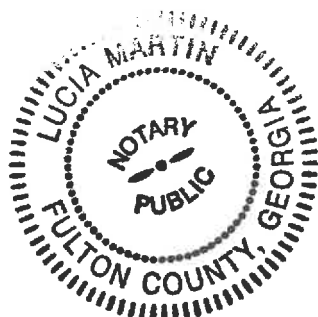
The following Affidavit was signed, acknowledged and sworn to by Shannon Sibbitt

before me this 10 day of November, 20 22

Lucia Martin
Notary Public, State of ~~Florida~~ Georgia (Signature)

Lucia Martin
Print Name (above)

My commission expires: July 26, 2024





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7491

Title:

Approve and authorize the Chairman to execute the Agreement for Services between Seminole County and the Fred R. Wilson Memorial Law Library. Countywide (**Christine Patten, Library Services Division Manager**)

Division:

Leisure Services - Library Services

Authorized By:

Richard E. Durr, Jr., CPRP, AICP, PLA

Contact/Phone Number:

Christine Patten/407-665-1501

Background:

The County and the Fred R. Wilson Law Library intend to enter into this Agreement for services to be delivered by the County related to the Law Library. The Law Library requests the County to employ library personnel to assist with the operations of the Law Library, which serves a valid public purpose. The Law Library shall retain ownership of both the print and non-print resources transferred to the Seminole County North Branch Library under this agreement.

Staff Recommendation:

Approve and authorize the Chairman to execute the Agreement for Services between Seminole County and the Fred R. Wilson Memorial Law Library.

**AGREEMENT FOR SERVICES BETWEEN
SEMINOLE COUNTY AND FRED R. WILSON MEMORIAL LAW LIBRARY**

THIS AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and a political subdivision of the State of Florida, whose business address is 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY" and **FRED R. WILSON MEMORIAL LAW LIBRARY**, whose address is 150 North Palmetto Ave, Sanford, Florida 32771, hereinafter referred to as "LAW LIBRARY".

WITNESSETH:

WHEREAS, COUNTY and LAW LIBRARY intend to enter into this Agreement for services to be delivered by COUNTY related to the LAW LIBRARY; and

WHEREAS, Ch. 59-1863, Laws of Florida, created and established the Seminole County LAW LIBRARY for use by the judges, officers of the court, and residents of Seminole County; and

WHEREAS, Ch. 63-1928, Laws of Florida, renamed the library as the Fred R. Wilson Memorial Law Library, both laws codified as Chapter 150, Seminole County Code; and

WHEREAS, Section 150.2, Seminole County Code, provides that the management of the library shall be by a Board of Trustees selected and appointed by the Seminole County Board of County Commissioners; and

WHEREAS, Section 150.3, Seminole County Code, authorizes the Board of Trustees to do any and all things necessary to establish, furnish, equip, operate and maintain the library and enter into contracts and security transactions for such purposes; and

WHEREAS, LAW LIBRARY requests the COUNTY to employ library personnel to assist with the operations of the LAW LIBRARY, which serves a valid public purpose.

WHEREAS, LAW LIBRARY shall retain ownership of both the print, and non-print resources transferred to the Seminole County North Branch Library (“North Branch Library”) under this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and LAW LIBRARY agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Scope of Work. The scope of work under this Agreement and for which services and resources will be provided consists of the following:

- (a) COUNTY shall provide LAW LIBRARY with a COUNTY employee, as may be designated by the Library Services Division Manager from the Seminole County Public Library, subject to the hiring, supervision, compensation, and employment practices established by COUNTY, to assist with the operations of the Fred R. Wilson Memorial Library located at 150 North Palmetto Ave, Sanford Florida 32771.
- (b) LAW LIBRARY’S resources will be located inside the North Branch Library and will be available sixty-four (64) hours and seven (7) days per week for attorneys, judges, court personnel and the public.
- (c) The North Branch Library located at 150 N. Palmetto Avenue, Sanford, Florida 32771 will provide the general public access to specific legal resources available at the public library transported from LAW LIBRARY.

- (d) Any invoices for the LAW LIBRARY and approved by the BOARD OF TRUSTEES must be paid from the LAW LIBRARY account using COUNTY's accounting and payment process.
- (e) The North Branch Library will be responsible for the Continuing Legal Education (CLE) compact disks from the Florida Bar Association. The CLE compact disks may be checked out for one week for a \$25.00 donation fee. The COUNTY employees at the North Branch Library shall handle any donation fees received for the CLE compact disks according to COUNTY accounting practices and shall deposit all revenue into the LAW LIBRARY account.
- (f) COUNTY shall provide LAW LIBRARY monthly status reports during the term of this Agreement. The report will include statistical data compiled by the Seminole County Public Library about the usage of the LAW LIBRARY and the donation fees for the CLE compact disks.
- (g) COUNTY and BOARD OF TRUSTEES shall meet at the beginning and at the end of the term for this Agreement, and as requested.
- (h) COUNTY shall provide BOARD OF TRUSTEES observations and opportunities for consideration as to the future operations of the LAW LIBRARY. These observations or suggestions will be in accordance with industry best practices, in part, as well as suggested adaptation of standards as promoted by the American Association of Law Libraries.
- (i) COUNTY shall continue to be responsible for cleaning and maintenance of the LAW LIBRARY building and provide internet access.

- (j) BOARD OF TRUSTEES shall continue to be solely responsible for the payment of invoices and management of the funds received from the LAW LIBRARY account in accordance with Sections 150.3 and 150.6, Seminole County Code.
- (k) LAW LIBRARY shall be responsible for all costs associated with this Agreement; COUNTY is not responsible for any payments to the LAW LIBRARY account in connection with this Agreement.

Section 3. Term. The term of this Agreement is six (6) months from September 30, 2022 to March 31, 2023, unless extended by mutual agreements of COUNTY and LAW LIBRARY.

Section 4. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party, as provided for in this Agreement, or, at the option of COUNTY, immediately in the event that LAW LIBRARY fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by LAW LIBRARY after BOARD OF TRUSTEES has received notice of termination. Any requirements set forth in Sections 6 (Billing), 7 (Reporting), and 8 (Notices) under this Agreement will survive the termination of this Agreement.

Section 5. Liability and Indemnification.

(a) BOARD OF TRUSTEES shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of any kind, type, or nature whatsoever, which COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to LAW LIBRARY or services provided to BOARD OF TRUSTEES, resulting out of any fraud, defalcation, dishonesty, or failure of LAW LIBRARY to comply with applicable laws or regulations, or by reason or as a result of any act or omission of

LAW LIBRARY in the performance of the Agreement or any part of it, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that respective party and its respective officers, employees, and agents for matters arising from this Agreement.

(c) Nothing in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2021), as this statute may be amended from time to time.

Section 6. Billing and Payment. LAW LIBRARY will cover all costs associated with this Agreement; COUNTY is not responsible for any payments to LAW LIBRARY outside of any preexisting Agreements.

Section 7. Reporting Requirements. COUNTY shall submit to LAW LIBRARY during the term of the Agreement:

- (a) Any reports or documents described in Section 2 above.
- (b) Any information pertaining to significant events associated with the services being provided to LAW LIBRARY.

Section 8. Notices. Whenever either party desires to give notice to the other, it must be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Freida Christine Patten, MLIS
Library Services Division Manager
Seminole County Public Library
Jean Rhein Central Branch
215 Oxford Road
Casselberry, FL 32707

For LAW LIBRARY:

Mark A. Reyes, Esquire
Chairman
Fred R. Wilson Memorial Law Library Board of Trustees
700 W. 1st Street
Sanford, Florida 32771

Section 9. Assignments. Neither party to this Agreement may assign this Agreement, or any interest arising in it, without the written consent of the other party.

Section 10. Entire Agreement.

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

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

Section 11. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, LAW LIBRARY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations constitutes a material breach of this Agreement, and will entitle COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to BOARD OF TRUSTEES as provided above.

Section 12. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties and their respective successors and assigns and is not intended to, and does not benefit, any third party. No third party has any rights under, or as a result of, this Agreement or any right to enforce any provisions of this Agreement.

Section 13. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 14. Public Records Law.

(a) LAW LIBRARY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, to release public records to members of the public upon request. LAW LIBRARY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, LAW LIBRARY shall provide COUNTY with all requested public records in LAW LIBRARY'S possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time.

(b) LAW LIBRARY specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2021), as this statute may be amended from time to time, with regard to public records and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement; and

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, or as otherwise provided by law; and

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

(c) Upon termination of this Agreement, LAW LIBRARY shall transfer, at no cost to COUNTY, all public records in possession of LAW LIBRARY, or keep and maintain public records required by COUNTY under this Agreement. If LAW LIBRARY transfers all public records to COUNTY upon completion of this Agreement, LAW LIBRARY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LAW LIBRARY keeps and maintains the public records upon completion of this Agreement, LAW LIBRARY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to BOARD OF TRUSTEES. LAW LIBRARY may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2021), as this statute may be amended from time to time.

(e) **IF LAW LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND ITS DUTY**

TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY LEISURE SERVICES DIRECTOR, RICHARD DURR AT rdurr@seminolecountyfl.gov, 407-665-2001.

Section 15. Equal Opportunity Employment. LAW LIBRARY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. LAW LIBRARY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 17. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 19. Conflict of Interest.

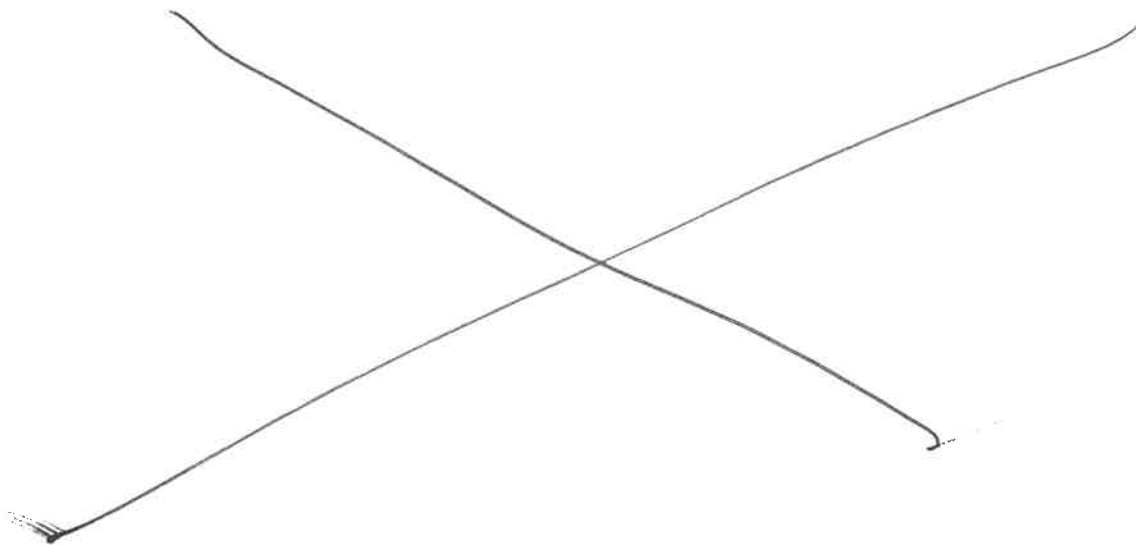
(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2021), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 20. Representations. The person executing this Agreement on behalf of LAW LIBRARY represents: (a) he is Chairman of the Fred R. Wilson Memorial Law Library Board of Trustees; (b) this document has been reviewed and duly approved for binding execution with all the formalities required by law; and (c) LAW LIBRARY authorizes the undersigned to bind LAW LIBRARY to the terms and conditions contained in this Agreement.

[Remainder of page left intentionally blank; signatory page to follow]



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

WITNESSES:

Nicole F. Dixon
SIGNATURE

Nicole F. Dixon
PRINT NAME

Diane M. Bass
SIGNATURE

DIANE M. BASS
PRINT NAME

Mark A. Reyes
MARK A. REYES, Esq., Chairman to Fred R.
Wilson Memorial Law Library Board of
Trustees

DEC. 14, 2022.
DATE

[Remainder of page left intentionally blank; signatory page to follow.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

MMH/org:
T:\Users\Legal Secretary CSB\Library&Leisure Services\Law Library Agt Dec 2022.docx



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7241

Title:

Approve and authorize the Chairman to execute the Second Amendment to Seminole County and Bike/Walk Central Florida, Inc. Grant Agreement for Fiscal Year 2022-2023. Countywide (**Bill Wharton, Project Manager**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij

Contact/Phone Number:

Bill Wharton 407-665-5730

Background:

Bike/Walk Central Florida has been providing their Best Foot Forward pedestrian safety program in Central Florida since 2012, beginning in Orange County and expanding to Osceola County and then Seminole County, creating partnerships with local jurisdictions and agencies. In 2020 Bike/Walk Central Florida requested the amount of \$60,000 annually to continue the Best Foot Forward program to enhance pedestrian safety in Seminole County. This will be the third year Seminole County contributed funds for the Bike/Walk Central Florida safety program for activities in Seminole County. The attached agreement is the Second Amendment to the Seminole County and Bike/Walk Central Florida Grant Agreement for fiscal year 2022-2023. Also attached is the annual report summarizing education and enforcement efforts and associated data to measure the effectiveness of the 2021/2022 Best Foot Forward Pedestrian Safety program in Seminole County.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a grant agreement amendment with Bike/Walk Central Florida to provide for the Best Foot Forward safety program in Seminole County in the amount of \$60,000 for Fiscal Year 2022/2023.

**SECOND AMENDMENT TO
SEMINOLE COUNTY AND BIKE/WALK, CENTRAL FLORIDA, INC.
GRANT AGREEMENT**

THIS SECOND AMENDMENT is made and entered into and is to that certain Agreement made and entered into on the 26th day of January, 2021, as amended on December 14, 2021, between Bike/Walk Central Florida, Inc. (“Bike/Walk”), whose address is 100 E. Pine Street, Suite 110-74, Orlando, Florida 32801, in this Second Amendment referred to as “CONTRACTOR,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Second Amendment referred to as “COUNTY.”

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 26, 2021, as amended on December 14, 2021, to provide for County to appropriate funds to be donated to Bike/Walk for activities, programs, and services in order to promote pedestrian and bicycle safety within Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to extend the term of the Agreement to September 30, 2023, to modify Exhibit A to the Agreement concerning the List of Activities and Programs for which Funding Is Requested, to modify Exhibit B to the Agreement concerning Reports, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 26(b) of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is deleted and replaced with the following:

Section 4. Term. The term of this Agreement begins October 1, 2020, and, notwithstanding the execution date of the Second Amendment to this Agreement, remains in effect until September 30, 2023.

2. Exhibits A and B of the Agreement are deleted and replaced by the new Exhibits A and B attached to this Second Amendment.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:



Witness

Kayla B Mitchell

Print Name



Witness

Shelby Villatoro Calderon

Print Name

BIKE/WALK, CENTRAL FLORIDA, INC.

By: 

Its: Executive Director

11/14/22

Date

[Balance of this page intentionally blank; signatory page continues on Page 3.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
AMY LOCKHART, Chairman

Date: _____

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

County Attorney

Exhibit A - List of Activities
Exhibit B – Reports

11/15/22

T:\Users\Legal Secretary CSB\Public Works\Agreements\2022\Second Amendment Bike_Walk Central Fla.docx

EXHIBIT “A”
BIKE/WALK CENTRAL FLORIDA

LIST OF ACTIVITIES AND PROGRAMS FOR WHICH FUNDING IS REQUESTED

Activities include technical analysis, marketing, community outreach, and educational materials to support the *Best Foot Forward for Pedestrian Safety* initiative within Seminole County. The minimum level of service to be performed includes the following:

Evaluation

- Monitor no more than ten (10) crosswalks six (6) times annually, including data collection, observations, and photos.
- Input and provide raw data for GIS applications quarterly.
- Scheduling training and quality control of data collection
- Management of raw data. Communications with partners regarding immediate concerns, discussions on next steps and countermeasures

Enforcements

- Organize up to four (4) high visibility enforcements with law enforcement partners.
- Create multimedia and PR campaigns surrounding the regional enforcement efforts.
- Provide materials to drivers educating on Florida’s driver yield law.

Education

- Schedule a minimum of 12 community outreach presentations or events in person or virtually.
- Management of community outreach events, strategies with staff, etc.
- Mention partner in four (4) articles on the Best Foot Forward website.
- Digital Communications: Quarterly newsletters, social media

Reporting

- Provide three (3) quarterly reports of program progress, including data collection, observations, engineering improvements, community outreach and enforcement operations.
- Provide one (1) crosswalk evaluation document.
- Provide one (1) annual report summarizing the program activities throughout the year.

Program Management

- Organize four (4) countywide steering committee meetings either in person or virtual
- Organized one (1) end of year workshop.
- Organize and host (1) regional steering committee meeting (Summit)
- Administration and oversight of program management.

Overhead

- Utilities and Infrastructure support (overhead)

**EXHIBIT “B”
BIKE/WALK CENTRAL FLORIDA**

REPORTS

BIKE/WALK shall provide the following reports:

- BIKE/WALK shall provide a notarized report of detailed revenues and expenditures for the period commencing October 1, 2022 and ending September 30, 2023 to the County Manager, with a copy to the Public Works Department Director, no later than November 30, 2023.
- BIKE/WALK shall provide an annual report summarizing education and enforcement efforts and associated data to measure the effectiveness of the *Best Foot Forward for Pedestrian Safety* initiative to the County Manager, with a copy to the Public Works Department Director, no later than November 30, 2023.
- BIKE/WALK shall provide a summary of the *Best Foot Forward for Pedestrian Safety* initiative efforts and measurable outcomes to the Board of County Commissioners on an annual basis throughout the term of this agreement and following the term of this agreement in writing, and presented at a Board of County Commissioners meeting date to be coordinated with the County Manager’s Office.

BIKE/WALK shall provide mail two (2) copies of each report to the following addresses:

County Manager
County Manager’s Office
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

Director
Public Works Department / Engineering Division
100 East 1st Street
Sanford, Florida 32771



Best Foot Forward
for pedestrian safety

Best Foot Forward Annual Progress Report

FY 21-22

October 1, 2021 – September 30, 2022



FY 21-22 AT A GLANCE

September 2021 – October 2022

ENGINEERING & EVALUATION



10

Crosswalks
Monitored

48

Collections
Completed

4

Projects
Supported

EDUCATION



15

Events &
Presentations

2,816

People
Reached

3,883

Resources
Distributed

HIGH-VISIBILITY ENFORCEMENT



4

Regional
Enforcements

7

Crosswalk
Details

100

Warnings &
Citations

YEAR IN REVIEW

Program Highlights

October 2021: New Signage at International Drive Crosswalk

Larger push button signage was installed at the International Parkway and Westin Hotel crossing in October 2021.

Before



After



April 6, 2022: Inaugural BFF Summit

In April, BFF hosted its first-ever "Best Foot Forward Summit," a regional Steering Committee Meeting bringing together partners from all three counties to receive updates, celebrate progress, and collaborate on the work needed to continue moving the needle.



YEAR IN REVIEW

Program Highlights

Ongoing: Carillon Park HOA Pedestrian Safety Concerns

Bike/Walk Central Florida Executive Director Emily Hanna provided input about concerns raised in the Carillon Park neighborhood. Support included site visits, meetings with HOA members and Seminole officials and staff, and community members.



Ongoing: Eagle Circle Pedestrian Safety Improvements

In response to a recent pedestrian fatality in the area, Seminole County Commissioner Dallari and county staff have teamed up with concerned community members and other local stakeholders to discuss safety improvements in the Eagle Cir. area. Emily also participated in these efforts, joining meetings, reviewing plans, and sharing feedback about proposed updates.



YEAR IN REVIEW

Program Highlights

September 2022: New Striping at Snow Hill Rd. & Jacobs Trail

Bike/Walk Central Florida Executive Director Emily Hanna provided input about concerns raised in the Carillon Park neighborhood. Support included site visits, meetings with HOA members and Seminole officials and staff, and community members.

Before



After



YEAR IN REVIEW

Evaluation – Tracking Driver & Pedestrian Behaviors at Crosswalks

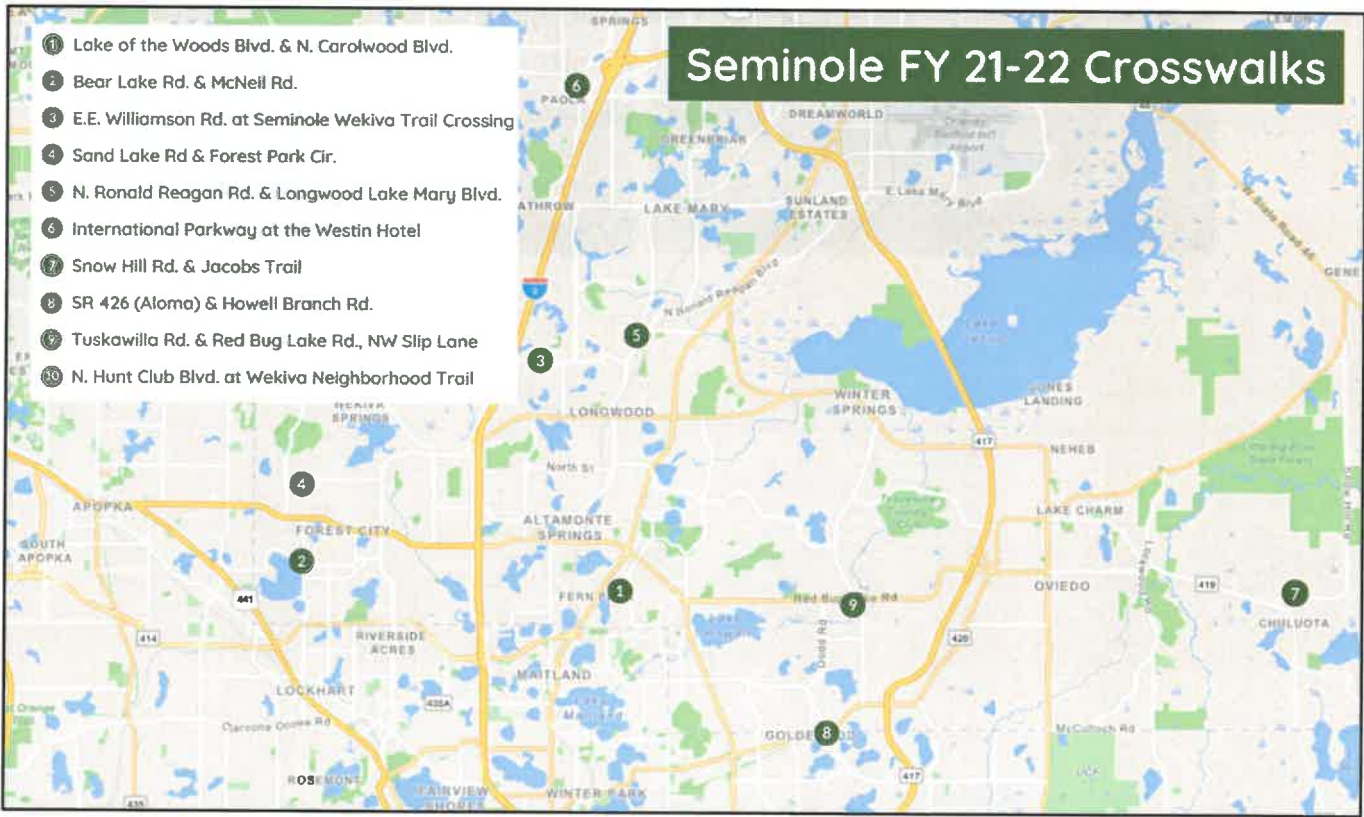
37%

Avg. yield rate of
crosswalks \leq 35

46%

Avg. yield rate of
crosswalks \geq 40

The \geq 40 average is brought up by the International Dr. location, which averaged 79% for FY 21-22. The overall \geq 40 DYR average **without this crosswalk** would be 35%.



Full crosswalk details and notes can be found at the end of this report.

YEAR IN REVIEW

Operation Best Foot Forward – High-Visibility Enforcement



4

Regional
Enforcements

7

Crosswalk
Details

100

Warnings &
Citations



194

Media
Placements

4.1M

Est. Media
Impressions

\$368.2k

Est. Earned
Media Value



Full Enforcement Schedule

Jurisdiction	Time	Location	Warnings	Citations
Wed., Nov. 10, 2021	10:00 am – 12:00 pm	International Parkway at Westin Hotel	1	4
Wed., Nov. 10, 2021	7:30 – 9:30 am	Sand Lake Rd. & Forest Park Cir.	0	26
Thurs., Mar. 3, 2022	8:00 – 10:00 am	Tuskawilla Rd. & Red Bug Lake Rd.	9	0
Tues., May 10, 2022	8:00 – 10:00 am	Snow Hill Rd. & Jacobs Trail	17	0
Tues., May 10, 2022	12:00 – 2:00 pm	E.E. Williamson Rd. at Seminole Wekiva Trail	10	0
Wed., Aug. 24, 2022	8:00 – 9:15 am	Bear Lake Rd. & McNeil Rd.	13	7
Wed., Aug. 24, 2022	9:30 – 11:00 am	N. Hunt Club Blvd. at Wekiva Neighborhood Trail	6	7

Fiscal Year 21-22: Annual Progress Report
Seminole County



Fiscal Year 21-22: Annual Progress Report Seminole County



SOCIAL MEDIA OVERVIEW

September 2021 – October 2022


**Best Foot Forward
Social Media Followers**

	1,325		756
	1,628		60

Total Content Posted	Total Impressions
477	197,208
Total Engagements	Total Followers Gained
6,665	188

Best Foot Forward
Published by Shelby Villatoro • August 2 •

Head to Sanford or tune in virtually this Thursday, 8/4, to learn more about **FDOT Central Florida's** proposed S.R. 46 improvements! Planned pedestrian safety measures include the construction of new midblock crossings along the corridor, along with pedestrian-activated lights. #YesPeds
Seminole County FL



FDOT
S.R. 46 Improvements
from Monroe Road/Upstate Road to French Avenue
(U.S. 17-82)
Seminole County
Financial Project Identification (FPI) No.: 447103.1

Project Description

The Florida Department of Transportation (FDOT) is proposing improvements along State Road (S.R.) 46 from Monroe Road/Upstate Road (C.R.) 155 to French Avenue (U.S. 17-82) in Sanford. The goal of the project is to enhance safety for all users and improve the section of S.R. 46 to extend the life of the roadway.

One recommended safety improvement is the conversion of the existing two-way left turn lane into a round median with two-way directional median openings. Landscaping in the median is planned to help encourage slower driving speeds. The project also proposes a new 7-foot-wide buffered bicycle lane to enhance safety for cyclists.

Planned pedestrian safety measures include the construction of new midblock crossings along the corridor. FDOT is still evaluating the exact locations of the crossings, as well as whether each crossing will be equipped with Rectangular Rapid Flashing Beacons (RRFBs) or Pedestrian Hybrid Beacons (PHBs). These pedestrian activated lights make the crossings more visible and safer.

Other improvements include upgrading pedestrian curb ramps according to current Americans with Disabilities Act (ADA) standards and constructing new sidewalks to fill in gaps along the corridor.


Project Status and Estimated Costs*

Design	Construction	Estimated Costs
Design	Construction	\$1.7 Million
Design	Construction	\$8.7 Million

Contact:
Anthony Miller
FDOT Project Manager
386-943-2536
Anthony.Miller@dot.state.fl.us

CFLRoads.com/project:447103.1

Best Foot Forward
Published by Shelby Villatoro • July 7 •



Seminole County Sheriff's Office •
July 7 •

HAPPENING SATURDAY! We are currently hiring energetic and dedicated crossing guards to join our team. Guards are responsible for safely crossing children who wa... See more

88 People reached	2 Engagements	- Distribution score
----------------------	------------------	-------------------------

[Boost a post](#)

WEBSITE ARTICLES

September 2021 – October 2022

Date	Article (iYield4Peds.org)
9/18/22	Operation BFF: Spreading the Word about Safety
9/7/22	Learn about Rock Springs Rd. & West Orange Trail Proposals on 9/22
8/15/22	Orange County adopts Vision Zero Strategy
7/6/22	New Osceola Trail Includes Ped Safety Upgrades
6/24/22	Kissimmee changing driver behavior with crosswalk updates
5/10/22	Kissimmee Mayor Olga Gonzalez joins WKMG New 6's Mark Lehman for Operation BFF
5/6/22	11 law enforcement agencies team up to protect trail users
5/3/22	Oakland installs stop signs for vehicles at West Orange Trail crossings
2/18/22	With Higher Risk for Pedestrians with Disabilities, Enforcement Operation Highlights "Inclusive Streets" Practices
12/15/21	37 Government Agencies Determine the Crosswalks of Focus for 2022
12/9/21	Best Wishes to Osceola County Sheriff's Deputy Spears and BFF Liaison in Retirement
11/23/21	Apopka, Longwood, Winter Park and Oakland Join Best Foot Forward Coalition
11/16/21	Daylight Savings Prompts Law Enforcement Reminder to Drivers
11/5/21	End of Daylight Saving Time Triggers Deadly Risk for Pedestrians
11/2/21	A Walk Through Pedestrian Safety Month
10/15/21	Understand the White Cane Law: Blind American Equality Day Program
10/1/21	October is National Pedestrian Safety Month



SUPPORTING DOCUMENTS

Full Activity Schedule

YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
10/5/2021	BFF Meeting	Seminole BFF Steering Committee
10/6/2021	BFF Outreach Event	SEMINOLE: International Walk to School Day - Evans Elementary
10/20/2021	BFF Outreach Event	SEMINOLE: International Walk to School Day - Carillon Elementary
10/28/2021	BFF Outreach Event	SEMINOLE: SCSO Spooktacular
11/2/2021	BFF Meeting	Seminole BFF Steering Committee
11/20/2021	BFF Outreach Event	LONGWOOD: Longwood Arts & Crafts Festival
12/2/2021	Partner Meeting	SEMINOLE: Healthy Seminole Collaborative - Community Health Needs Assessment Focus Group
12/7/2021	BFF Meeting	Seminole BFF Steering Committee
12/11/2021	BFF Outreach Event	CASSELBERRY: New Hope for Kids Holiday Bike Ride
12/11/2021	BFF Outreach Event	SEMINOLE: Jordan's Smile Sporting Goods Store
1/4/2022	BFF Meeting	Seminole BFF Steering Committee
1/4/2022	BFF Partner Meeting	SEMINOLE: Meeting with Commissioner Bob Dallari
2/1/2022	BFF Meeting	Seminole BFF Steering Committee
2/5/2022	BFF Outreach Event	LONGWOOD: Mustang Round Up - Car Show
2/10/2022	BFF Partner Meeting	SEMINOLE: Leisure Services & Florida Greenways & Trails Foundation Meeting
2/15/2022	BFF Partner Meeting	SEMINOLE: Seminole CHIP Physical Activity Subcommittee Meeting
2/26/2022	BFF Outreach Event	SEMINOLE: Matt Miller Memorial Police Motorcycle Skills Challenge with Sem Co Sheriff's Office
3/1/2022	BFF Partner Meeting	SEMINOLE: Able Trust & Commissioner Dallari Meeting
3/27/2022	BFF Outreach Event	LONGWOOD: Pirate Seafood Festival
3/31/2022	BFF Partner Meeting	SEMINOLE: Carillon Park Neighborhood Meeting

YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
4/6/2022	BFF Meeting	Best Foot Forward Summit
4/7/2022	BFF Presentation	SEMINOLE: Seminole Homeschoolers PE Class
4/7/2022	BFF Partner Meeting	SEMINOLE: FDOH Healthy CHIP Meeting
4/16/2022	BFF Outreach Event	SEMINOLE: 3rd Annual Seminole County Spring Festival and Car Show
4/26/2022	BFF Partner Meeting	Seminole County CTST Meeting
4/30/2022	BFF Outreach Event	CASSELBERRY: Earth Fest 2022
5/7/2022	BFF Outreach Event	SEMINOLE: Walk like MADD Event
5/24/2022	BFF Partner Meeting	Seminole County CTST Meeting
5/28/2022	BFF Outreach Event	CASSELBERRY: Rock'n Blues Car Show
6/2/2022	BFF Partner Meeting	SEMINOLE: FDOH Healthy CHIP Meeting
6/2/2022	BFF Outreach Event	CASSELBERRY: Wilshire DMV Tabling Outreach
6/2/2022	BFF Outreach Event	SEMINOLE: Winter Springs DMV Tabling Outreach
6/7/2022	BFF Meeting	Seminole BFF Steering Committee
6/19/2022	BFF Outreach Event	SEMINOLE: Lake Mary Cruise-In Car Show
6/20/2022	BFF Outreach Event	SEMINOLE: Chuluota VFW
6/28/2022	BFF Partner Meeting	Seminole County CTST Meeting
7/20/2022	BFF Partner Meeting	SEMINOLE: Meeting with Seminole Health Equity Liaison
8/16/2022	BFF Presentation	SEMINOLE: Live Oak Reserve Board Presentation
8/17/2022	BFF Partner Meeting	SEMINOLE: Lockwood Blvd. Safety Meeting
8/27/2022	BFF Outreach Event	SEMINOLE: Caffeine & Chrome Car Show at Gateway Classic Cars
9/6/2022	BFF Partner Meeting	SEMINOLE: Eagle Circle Follow-Up Meeting

YEAR IN REVIEW

Activity Schedule for All Events in Seminole County

Date	Event Type	Event Title or Organization
9/15/2022	BFF Meeting	SEMINOLE: FY 21-22 Workshop
9/17/2022	BFF Outreach Event	SEMINOLE: FDOH Family Health Fest
9/24/2022	BFF Outreach Event	CASSELBERRY: Latin Jazz Concert at Lake Concord Park
9/25/2022	BFF Outreach Event	SEMINOLE: Maranatha Seventh Day Adventist Church Health Expo





SUPPORTING DOCUMENTS

Full Media Report

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/8/21	WDBO-FM (Radio)	Operation Best Foot Forward starts tomorrow - Live with Bike/Walk Central Florida's Emily Hanna
11/8/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins Tomorrow Morning
11/9/21	Central Florida News 13	Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
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11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida News 13	Reaired: Operation Best Foot Forward Underway for Two More Days
11/9/21	Central Florida's TV 27	Reaired: OBFF Happening Now Across Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: Traffic Cast: OBFF About to Begin in Orange, Osceola & Seminole Counties
11/9/21	Central Florida's TV 27	Reaired: Traffic Cast: OBFF About to Begin in Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: OBFF About to Begin in Orange & Osceola Counties
11/9/21	Central Florida's TV 27	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	Central Florida's TV 27	Reaired: OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WESH-ORD (NBC)	Operation Best Foot Forward Three-Day Enforcement This Week
11/9/21	WFTV-ORD (ABC)	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF Wraps Up Day One in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	Traffic Cast: OBFF About to Begin in Orange, Osceola & Seminole Counties
11/9/21	WFTV-ORD (ABC)	Reaired: OBFF Wraps Up Day One in Orange & Osceola Counties

Links provided where available

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/9/21	WFTV-ORD (ABC)	Traffic Cast: OBFF About to Begin in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF About to Begin in Orange & Osceola Counties
11/9/21	WFTV-ORD (ABC)	OBFF Happening Now Across Orange & Osceola Counties
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Has Begun
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Cracking Down on Drivers This Week
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Reaired: Operation Best Foot Forward Cracking Down on Drivers This Week
11/9/21	WKMG-ORD (CBS)	Reaired: Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins Tomorrow Morning
11/9/21	WKMG-ORD (CBS)	Operation Best Foot Forward Three-Day Crackdown Begins This Morning
11/9/21	WKMG-ORD (CBS)	Officials across Central Florida push for pedestrian safety
11/9/21	WOFL-ORD (FOX)	Day 1 Enforcement Totals from OBFF in Orange and Osceola Counties
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward Begins Today Across Central Florida
11/9/21	WOFL-ORD (FOX)	Day 2 Enforcement Operations Continue in Seminole County and Oakland
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida
11/9/21	WOFL-ORD (FOX)	Reaired: Operation Best Foot Forward Begins Today Across Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/9/21	WOFL-ORD (FOX)	Operation Best Foot Forward About to Begin Across Central Florida

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/9/21	WOFL-ORD (FOX)	Officers Setting Up to Start Operation Best Foot Forward in Central Florida
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Officers Already Ticketing Orlando Drivers for Operation Best Foot Forward
11/9/21	WOFL-ORD (FOX)	Central Florida officers crack down on drivers who don't stop at crosswalks
11/9/21	WOGX (FOX)	<i>Reaired:</i> Officers Ticketing Local Drivers During OBFF Crosswalk Crackdown
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida News 13	<i>Reaired:</i> Operation Best Foot Forward Underway for Two More Days
11/10/21	Central Florida's TV 27	<i>Reaired:</i> OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	<i>Reaired:</i> Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	<i>Reaired:</i> Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	Central Florida's TV 27	OBFF Resumes Today Amid Fatal Pedestrian Hit and Run
11/10/21	CW18 WKCF	Deputy Highlights OBFF Efforts at Scene of Deadly Ped Hit and Run Crash
11/10/21	WFTV-ORD (ABC)	OBFF Resumes Today in Seminole County and Oakland
11/10/21	WFTV-ORD (ABC)	Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	WFTV-ORD (ABC)	Traffic Cast: OBFF Resumes Today in Seminole County and Oakland
11/10/21	WKMG-ORD (CBS)	Operation Best Foot Forward Begins Day Two of Crosswalk Crackdown
11/10/21	WKMG-ORD (CBS)	<i>Reaired:</i> Operation Best Foot Forward Begins Day Two of Crosswalk Crackdown
11/10/21	WKMG-ORD (CBS)	Operation Best Foot Forward Crackdown Continues for Second Straight Day
11/10/21	WOFL-ORD (FOX)	<i>Reaired:</i> Day 1 Enforcement Totals from OBFF in Orange and Osceola Counties

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
11/10/21	WOFL-ORD (FOX)	<i>Reaired:</i> Day 2 Enforcement Operations Continue in Seminole County and Oakland
11/10/21	WOFL-ORD (FOX)	UPDATE: Central Florida officers crack down on drivers who don't stop at crosswalks
11/10/21	WOGX (FOX)	Operation Best Foot Forward pushing pedestrian safety
11/11/21	Orange Observer (West Orange Times)	Oakland police officers participate in "Best Foot Forward" program
11/12/21	El Osceola Star	End of daylight saving time triggers deadly risk for pedestrians
11/12/21	El Osceola Star	End of daylight saving time triggers deadly risk for pedestrians
2/21/22	Central Florida's TV 27	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	Central Florida's TV 27	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Operation Best Foot Forward kicks off tomorrow through next week.
2/21/22	WFTV-ORD (ABC)	Central Florida law enforcement agencies to host 3-day crosswalk crackdown
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
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2/22/22	Central Florida News 13	Officers in Central Florid are beefing up patrols at crosswalks
2/22/22	Central Florida's TV 27	Operation Best Foot Forward begins enforcements today
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	Central Florida's TV 27	Were live on the scene of Operation Best Foot Forward
2/22/22	WESH-ORD (NBC)	Operation Best Foot Forward has law enforcement cracking down on drivers who don't yield or stop for pedestrians at crosswalks
2/22/22	WESH-ORD (NBC)	Law enforcement across several Central Florida counties are stepping up patrols
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	A local organization is raising awareness about pedestrian safety
2/22/22	WFTV-ORD (ABC)	Operation Best Foot Forward begins enforcements today
2/22/22	WFTV-ORD (ABC)	Were live on the scene of Operation Best Foot Forward
2/22/22	WFTV-ORD (ABC)	Operation Best Foot Forward looks to highlight risks for those with disabilities
2/22/22	WKMG-ORD (CBS)	Nearly a dozen law enforcement agencies will team up in the latest effort to get results and improve safety at busy crosswalks
2/22/22	WKMG-ORD (CBS)	REAIRED: Nearly a dozen law enforcement agencies will team up in the latest effort to get results and improve safety at busy crosswalks
2/22/22	WOFL-ORD (FOX)	Crosswalk enforcement in Orange County
2/22/22	WOGX (FOX)	Crosswalk enforcement in Orange County
2/22/22	The Apopka Voice	Operation Best Foot Forward coming to Apopka
2/22/22	WESH-ORD (NBC)	Cracking down on drivers who do not yield to pedestrians
2/22/22	WOFL-ORD (FOX)	Officers are cracking down, making sure drivers stop for pedestrians.
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida News 13	Today marks day two of Operation Best Foot Forward spanning across Orange, Osceola, and Seminole counties.
2/23/22	Central Florida News 13	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians

MEDIA COVERAGE

Full Report of This Year's Coverage

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2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida News 13	An initiative in Orange, Osceola, and Seminole counties aims to ensure the roadways are safe for pedestrians
2/23/22	Central Florida's TV 27	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	Central Florida's TV 27	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	CW18 WKCF	Drivers will want to be extra careful around crosswalks, Operation Best Foot Forward is in full force!
2/23/22	CW18 WKCF	Expect to see more officers today as part of Operation Best Foot Forward
2/23/22	CW18 WKCF	Operation Best Foot Forward returns today across Central Florida
2/23/22	CW18 WKCF	Operation Best Foot Forward is cracking down on drivers who do not stop for pedestrians at crosswalks
2/23/22	CW18 WKCF	Deputies are out today cracking down on drivers who don't yield or stop for pedestrians.
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward has law enforcement cracking down on drivers who don't yield or stop for pedestrians at crosswalks
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward cracks down on people who don't yield or stop for pedestrians at crosswalks
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	WESH-ORD (NBC)	Operation Best Foot Forward aims to crack down on crosswalk violations
2/23/22	WFTV-ORD (ABC)	It is day two of Operation Best Foot Forward and returns today across Central Florida
2/23/22	WKMG-ORD (CBS)	It's day 2 of a three-day crackdown on busy crosswalks
2/23/22	WKMG-ORD (CBS)	It's day 2 of a three-day crackdown on busy crosswalks
2/23/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
2/24/22	Osceola News Gazette	Operation Best Foot Forward — teaching drivers to yield
2/24/22	Positively Osceola	Operation Best Foot Forward Highlights Pedestrian Crosswalk Safety in and Around Osceola County
2/24/22	Univision Orlando	La policía dio advertencia y multas de 164 dólares a los conductores que no se dieron paso a los peatones en los cruces peatonales.
2/24/22	Univision Orlando	Las autoridades de la ley de varios condados en florida central se han unido en un esfuerzo para educar a los conductores sobre las leyes de tránsito

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
2/24/22	Univision Orlando	Autoridades realizar un operativo para evitar accidentes en los que se ven involucrados peatones
2/24/22	Univision Orlando	Autoridades realizar un operativo para evitar accidentes en los que se ven involucrados peatones
2/24/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
2/24/22	Univision Orlando	Las autoridades de la ley de varios condados en florida central se han unido en un esfuerzo para educar a los conductores sobre las leyes de tránsito
2/24/22	Univision Orlando	La policía dio advertencia y multas de 164 dólares a los conductores que no se dieron paso a los peatones en los cruces peatonales.
2/24/22	Univision Orlando	Autoridades hacen un llamado a que respeten los cruces peatonales
3/1/22	Central Florida's TV 27	A group of Central Florida students will help teach children how to safely cross the street
3/1/22	Central Florida's TV 27	REBROADCAST: A group of Central Florida students will help teach children how to safely cross the street
3/1/22	WFTV-ORD (ABC)	A group of Central Florida students will help teach children how to safely cross the street
3/1/22	WFTV-ORD (ABC)	REBROADCAST: A group of Central Florida students will help teach children how to safely cross the street
3/1/22	MSN (Microsoft News)	Some students with Cornerstone Charter Academy will get to be part of a new public service announcement aimed at educating children about street safety.
3/1/22	WFTV	Belle isle school selected as winner of statewide student video contest
3/3/22	WESH-ORD (NBC)	Officer's crackdown on drivers with 246 warnings and citations to those not stopping for pedestrians
3/28/22	Sanford Herald	Seminole deputies, Casselberry officers conduct crosswalk enforcement
4/1/22	City of Apopka	Best Foot Forward in Apopka (February)
5/10/22	Central Florida's TV 27	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WFTV-ORD (ABC)	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WFTV-ORD (ABC)	Traffic Cast: Operation Best Foot Forward will be out at trail crossings across Central Florida
5/10/22	WKMG-ORD (CBS)	Police are out checking for safe drivers during Operation Best Foot Forward
5/10/22	WKMG-ORD (CBS)	Nearly a dozen local law enforcement agencies are focusing on trail crossings ahead of summer

MEDIA COVERAGE

Full Report of This Year's Coverage

Date	Outlet	Coverage/Story
5/10/22	WKMG-ORD (CBS)	15 Crosswalks are being targeted for a pedestrian safety enforcement Operation Best Foot Forward
5/10/22	WKMG-ORD (CBS)	Law enforcement watching crosswalks along trails across Central Florida
5/10/22	MegaTV Orlando	Best Foot Forward Program Conducts Crosswalk Safety Enforcement (Español)
5/10/22	The Apopka Voice	Apopka Police Department puts its best foot forward to protect trail users
5/11/22	WKMG-ORD (CBS)	Day Two of Crosswalk Crackdowns with Nearly a Dozen Central Florida Agencies
5/12/22	Positively Osceola	Kissimmee Police, Osceola Deputies Join Operations Best Foot Forward to Protect Kissimmee Trail Users
5/13/22	NewsBreak	Florida sheriff reminding drivers to yield to pedestrians
5/13/22	WWSB (ABC)	Florida sheriff reminding drivers to yield to pedestrians
8/10/22	Clermont News Leader	Pedestrian safety initiatives to be discussed
8/8/22	South Lake Tablet	Coffee With The Town Manager To Discuss Pedestrian Safety Initiatives (Aug 11)
8/19/22	NewsBreak	Operation Best Foot Forward: Aug. 23-24, 2022
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
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8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/22/22	WFTV-ORD (ABC)	Overview of Operation BFF Crosswalks
8/23/22	Central Florida's TV 27	Overview of Operation BFF Crosswalks

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8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools
8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools
8/23/22	WESH-ORD (NBC)	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	WESH-ORD (NBC)	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Drivers beware: Cops out at crosswalks
8/23/22	WESH-ORD (NBC)	Drivers beware: Cops out at crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Reminder: Stop for People in Crosswalks
8/23/22	CW18 WKCF	Police will be out in full force this week at crosswalks
8/23/22	WKMG-ORD (CBS)	Law enforcement keeping eyes on crosswalks
8/23/22	WFTV-ORD (ABC)	School's back and cops are out
8/23/22	WFTV-ORD (ABC)	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	Central Florida's TV 27	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	Central Florida's TV 27	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	WFTV-ORD (ABC)	CFL Law Enforcement Watching Crosswalks Closely
8/23/22	WKMG (ClickOrlando)	Crosswalk crackdown promotes safety in Orange County school zones
8/23/22	NewsBreak	Crosswalk crackdown promotes safety in Orange County school zones
8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	WKMG-ORD (CBS)	Operation Best Foot Forward getting results this week
8/24/22	West Orange Times & Observer	Local leaders, organizations partner for #BestFootForward pedestrian safety initiative
8/23/22	WKMG-ORD (CBS)	Crosswalk Crackdown happening near Schools

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8/24/22	West Orange Times & Observer	Local leaders, organizations partner for #BestFootForward pedestrian safety initiative
8/24/22	WESH-ORD (NBC)	Crosswalk crackdown in Casselberry
8/24/22	CW18 WKCF	Operation BFF in Casselberry
8/29/22	NewsBreak	WKMG joins crosswalk crackdown in Orange County



SUPPORTING DOCUMENTS

Steering Committee Meeting Recaps

BFF Steering Committee Conference Call: Seminole County

Tuesday, October 5th, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 816 5120 9765

Passcode: 548423



Meeting Attendance

Venise White, Florida Health Department
Courtney Gleaton, Orlando Health
Frank Consoli, Seminole County
Bill Pandos, Seminole County
Bill Wharton, Seminole County
Mike Blinn, Seminole County
Kareem Goodwin, LYNX

Trish Whitton, LYNX
Jasmine Blais, MetroPlan Orlando
Kelly Brock, City of Casselberry
Brian Woods, Seminole County Sheriff's Office
Emily Hanna, BWCF
Eric Trull, BWCF
Kayla Mitchell, BWCF

Meeting Recap

Best Foot Forward Program Review

Eric Trull – New BFF Community Outreach Manager

- Will handle all social media, website, community outreach
- One of the founders in micro mobility across North America in early 2000s
- Previous consultant with FDOT on public involvement

August Progress Report

- Numbers represent the tail end of the fiscal year
- Reports will shift towards a quarterly period for 2022
- Final reports will be available November 30, 2021
- Emily offered to present to elected officials
- *Partners let Emily know who they would like to present to and when
- A one-page document with program metrics will be provided

Education

Mobility Week (Oct. 29 – Nov. 5)

- Seminole County Bike to Work Day -- Oct. 29
- Bike 5 Cities – Oct. 30 – Register: <https://bikewalkcentralflorida.org/bike5cities/>
- Partners to provide partner events for BWCF to share on social media
- BWCF will partner with St. Cloud and MetroPlan Orlando in a Cyclovia Culinary Tour – Register: <https://www.stcloudfl.gov/CivicAlerts.aspx?AID=1576>

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National Night Out

- Brian Woods and Emily Hanna will be attending Oviedo on the Park
- Health Department Staff will be attending in Sanford
- Sheryl and Courtney with Orlando Health will be attending Lake Mary
- BWCF can provide materials if needed

Walk to School Day

- Emily is attending Evans ES per JoJo Sturm's direction

National Pedestrian Safety Month

- BWCF will share material on social media
- Daylight savings change comes in November

Enforcement

- Brian Woods confirmed Seminole County Sheriff's Office will participate Nov. 9
- *Casselberry to confirm OBFF participation for Nov. 9-10
- Crosswalks will be selected prior to the next steering committee meeting
- Reviewed 2022 Enforcement Schedule

Engineering

Graduated Crosswalks

- Varies among partners, generally accepted as 75%
- Continuing to have this discussion

GIS Database

- New Maps + Data link on the Best Foot Forward website:
<https://www.iyield4peds.org/home/maps-data/>
- Emily pointed out data points highlighted on website
- Maps show driver yield rate data, enforcement efforts and community outreach
- What additional elements should be included?

BFF Partner Updates

Metroplan Orlando

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-
- Working on the Cyclovia event with St. Cloud

LYNX

- Working on starting plans for the next fiscal year

Florida Department of Health Seminole

- 4th annual Bike to work day
- Longer route for those who'd like starting at the zoo Friday Oct. 29
- Trail cleanup Goldsboro trail Sunday Oct. 31
- Amanda Beal has announced her retirement, she will continue as volunteer

Seminole County Government

- Recently updated their trails master plan
- New project with Kittelson to look at signage enhancement and calming devices for trail users
- Meeting tomorrow with the signal IT shop about the pedestrian detection devices
- Emily spoke to City of Orlando about their initial feedback and the detection device is very sensitive

City of Casselberry

- In cooperation with Seminole County installing more permanent Bike 5 Cities signage
- Starting construction on connection from Quail Pond to Sunset Dr.
- RRFB and Queens Mirror and S. Lost Lake Lane
- Bids out for Lake Catherine Cir and Sunset Dr.
- 30% design plans for Wheel Park – public meetings on Oct. 7, 12, 25
- Seminole County trails master plan mentions Wheel Park

Orlando Health

- New brand specific micro mobility codes in the trauma unit
- Other new codes available related to micro mobility, pedestrian related events
- Courtney to provide more information

Signal Four

- Mike asked about the new Signal Four dashboard
- BWCF has access through MetroPlan Orlando, dashboard is now available publicly

Next Steering Committee Meeting: Tuesday, November 2, 2021, 9:00 a.m. via Zoom.

BFF Steering Committee Conference Call: Seminole County

Tuesday, October 5th, 2021

9:00 a.m. – 9:40 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 816 5120 9765

Passcode: 548423



Seminole County October Community Outreach

Changes as events are added each week

- OCTOBER – Pedestrian Safety Month, International Walk to School Month
- 10/5 -- National Night Out
- 10/6 -- National Walk to School Day
- 10/15 -- White Cane Safety Day
- 10/18 -- National School Bus Safety Week Begins
- 10/17 -- National Teen Driver Safety Week Begins (Oct. 17-23)
- 10/19 -- Seminole CTST Meeting
- 10/24 -- Goldsboro Trail Clean Up – Friends of FDOH Seminole
- 10/28 -- SCSO Spooktacular Halloween Event
- 10/30 -- Bike 5 Cities
- 10/29 -- Mobility Week (Oct. 29 – Nov. 5)
- 10/31 -- NHTSA Impaired Driving Campaign Halloween

2022 Schedule

Quarter 1: October, November and December

- Operation BFF: November 9-10
- Darker later – daylight savings (Watch out for peds at night!)
- Report: January 30, 2022

Quarter 2: January, February and March

- Operation BFF: February 22-23
- Inclusive Streets theme (have input and support from advocacy organizations for people with disabilities)
- Report: April 30, 2022

Quarter 3: April, May and June

- Operation BFF: May 10-11
- School is out, watch out for kids!
- Report: July 30, 2022

Quarter 4: July, August and September

- Operation BFF: August 23-24
- Back to School theme
- Annual report due by November 15, 2022 with Q4 activities



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Attendance

Bill Pandos, Seminole County

Mike Blinn, Seminole County

Frank Consoli, Seminole County

Bill Wharton, Seminole County

Courtney Gleaton, Orlando Health

Kelly Brock, City of Casselberry

Dean Fathelbab, City of Casselberry

Matthew Blunt, Casselberry Police

Department

Jasmine Blais, MetroPlan Orlando

Venise White, Florida Health Department

Trish Whitton, LYNX

Emily Hanna, BWCF

Eric Trull, BWCF

Kayla Mitchell, BWCF

Rafael Burgos, BWCF

Barbara Giles, BWCF

Meeting Recap

Best Foot Forward Program Review

- Friday In the News will now become a monthly newsletter
- BFF is looking for feedback on what partners would like to see

Enforcement

- *Seminole County Sheriff's to confirm the times, enforcing on Tuesday, Nov. 9 at International Parkway and Westin Hotel, Forest Park Cir. and Sand Lake Rd
- Casselberry will be enforcing on Thursday Nov. 11 from 8-12, Lake Dr. and Park Dr.
- Partner attendance is highly recommended

Engineering

- GIS data highlights have been updated on the BFF website
- RRFB data and mid-block yield rate differences, average yield rates and their improvements within the program are now listed on the website
- Data shows that the yield rate does improve over time within the program
- GIS file will be made available to the partners this month
- BFF is looking for data collectors, looking to reduce turnover by increasing pay and making hours more consistent
- Baseline data collection should be finished and ready for partner review in November

BFF Steering Committee Conference Call: Seminole County

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9:00 a.m. – 10:00 a.m.

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Education

- Bike5Cities was successful with many partners attending
- Jordan Smelsky foundation helmet fitting event is in early December
- Region-wide Mobility Week: The Blind Experience is tomorrow at City Hall in Orlando
- Operation Best Foot Forward next week's theme is daylight savings time
 - Seminole County Sheriff's Office, Wednesday, November 10
 - 7:30 am – 9:30 am: Sand Lake Rd. & Forest Park Cir.
 - RESULTS: 26 drivers educated total (0 warnings, 26 citations)
 - 10:00 am – 1200 pm: International Parkway at Westin Hotel
 - RESULTS: 5 drivers educated total (1 warning, 4 citations)
- Please share any events that BFF should be attending with Eric Trull
- Seminole County Spooktacular drivers received educational materials
- Emily shared her experience with attending walk to school day
- Sterling Park ES at Deer Run has asked BFF to present to promote more students to walk and bike and to school

Partner Updates

FDOT

- Updated Pedestrian Safety Plan for 2021

MetroPlan Orlando – Jasmine Blais

- Mobility Week – the Blind Experience tomorrow 10-12, register online
- Cycloviva in St. Cloud – culinary bike tour Friday from 6-8pm

LYNX – Trish Whitton

- Working on FY22 projects
- BFF will provide GIS data in November

Florida Department of Health – Venise White

- Community Health Improvement Plan (CHIP) – provides educational materials and wayfinding maps on trails
- Emily would like a QR code on the signage to educate on events for trail users
- 4th annual bike to work day started at Sanford Zoo along the new expanded Riverwalk and had about 40 participants

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Seminole County Government – Bill Wharton

- Looking at grade separated trail crossings at 434/436
 - Met with Altamonte Springs last week
 - Met with leisure services and parks and rec as well
 - Meeting with FDOT to get their recommendations
- Will be presenting to the commission on Dec. 14
- Barbara asked if there was knowledge of FDOT audits of trails for anything that is part of the Coast to Coast

Seminole County Government – Bill Pandos

- Trails master plan was finalized
- Received some money to start projects already
- Midway River loop system to connect that community
- Flagler Trail feasibility project has started
- Working with health department to have an internal loop with some exercise equipment
- Consultant Kittelson has identified some areas of concern: General Hutchinson and Ronald Reagan crossing – setting up site visits soon and would like Emily's involvement

Seminole County Government – Mike Blinn

- Push button signs on International Pkwy have been installed, would like to see how they influence use during Operation BFF
- Restriping on Bear Lake and McNeil – has been taken care of with the project scheduled
- Emily brought up recent student related crashes at Dike Rd and Lake Howell – Mike has ordered a study for counts to see how many people are using the crosswalk or where they are crossing
- Put in a study request for Lake of the Woods
- The studies being conducted are cost prohibitive - Oviedo residents want a midblock installed for the trail, baseball fields, playground and the cost was shocking
- Emily and Mike to talk opportunities offline

City of Casselberry – Kelly Brock

- Two large complete street projects, out to bid and one to be released
- Resistant to speed humps or vertical deflections but exploring adding to one of the projects – speed cushions, are effective but do not slow down emergency vehicles
- Public meeting tonight from the residents in the area
- Mike suggested looking at City of Sanford traffic calming measures

BFF Steering Committee Conference Call: Seminole County

Tuesday, November 2nd, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



- *Mike will send link to their website and the specs for traffic calming that
- *Eric Trull will share the College Park rubberized speed humps

Casselberry Police Department – Sergeant Blunt

- Needs final approval for operation next week
- First time using this intersection, well painted but there is a speed issue there, two traffic homicides with ped/cyclists in the last 12 years, low visibility but hoping hospital partners will assist with decoys
- Hoping to use electronic sign board and Facebook posts to improve public awareness a week in advance
- Have been distributing the educational materials and will not be doing a warning phase this time
- Corporal Stewart will be managing the operation, Emily and Courtney will attend this location

Orlando Health – Courtney Gleaton

- Safe Kids Orange County coalition received a grant to give out 400 car seats and 90 booster seats
- Contact Courtney if people are needing car seats of any county
- Courtney has several helmet fittings coming up and attended Bike 5 Cities

Next Steering Committee Meeting: Tuesday, December 7, 2021, 9:00 a.m. via Zoom.

Seminole County November Community Outreach

Changes as events are added each week

- November 4, The Blind Experience – Regionwide – at Orlando City Hall
- November 7, Daylight Savings Time Ends, Driver Awareness (Drowsy Driving Prevention Week)
- November 9 & 10, Operation Best Foot Forward
- November 20, Longwood Arts & Crafts Fair
- December 11 & 12, Jordan's Smile Sporting Good Store

BFF Steering Committee Conference Call: Seminole County

Tuesday, December 7th, 2021

9:00 a.m. – 10:00 a.m.

[Zoom](#) or Call-in: 929-205-6099

Meeting ID: 839 1165 3712

Passcode: 041778



Attendance

Bill Wharton, Seminole County
Cody Johnson, LYNX
Dean Fathelbab, City of Casselberry
Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Kayla Mitchell, Bike/Walk Central Florida

Mike Blinn, Seminole County
Rafael Burgos, Bike/Walk Central Florida
Sgt. Jesse Gelm, Longwood Police Department
Shad Smith, City of Longwood
Sheryl Aldarondo, Orlando Health

Meeting Recap

Best Foot Forward Program Review

- Emily shared highlights from the MetroPlan Orlando fiscal year 2021 annual report.
 - Bill Wharton asked for clarification between the number of enforcements and details: “Enforcements” include the total number of BFF operations, while “details” include the number of crosswalks that are part of each enforcement.
- Crosswalk recommendation documents were provided to each partner in 2021 and included in-depth audits of each BFF crosswalk.

Engineering

- FY22 Baseline crosswalk data and observations were highlighted.
 - See meeting materials for full report on baseline observations and any hazards noted.

Enforcement

- November’s Operation BFF Seminole County Sheriff’s Office enforced two crosswalks issuing 31 warnings and citations at International Pkwy at the Westin Hotel and Sand Lake Rd at Forest Park Circle
- Next Operation BFF: Inclusive Streets! February 22-23, 2022
 - When the City of Casselberry and BWCF were out evaluating the crossing at Melody and Cypress, a person in a wheelchair was being pushed down the shoulder of Melody Lane. When we asked him why he stated he felt more visible in the road than on the sidewalk. He said drivers never stop for him. Will ask Casselberry Police Department to enforce this crossing during the next enforcement

Education

- Eric has officially transitioned into Outreach Coordinator and will be reaching out for one-on-ones with partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, December 7th, 2021

- Jordan Smelski event this weekend includes bicycle giveaways for children in need. We will be fitting helmets for kids and sharing bike and pedestrian safety information with them and their parents.

BFF Partner Updates

Seminole County Government – Mike Blinn

- Signage and markings in Seminole County school zones are maintained by the county.
- Lake and Park is a county road, side streets are city, any changes in engineering need to be filtered by the county.
- Building an inventory of midblock crossings (163 locations, GIS layer) to look at how to sign the midblock crossings in the future, timeline to be determined.
 - Emily asked if there was a list of midblock crossings that are needed to be installed? Mike noted that traffic studies are needed to warrant a midblock, many are often requested. Traffic is weary of installing new midblock crosswalks.
 - Emily offered the consultant, xGeographic's assistance with the GIS layers.

City of Casselberry – Dean Fathelbab

- Sunset Drive Complete Street going back to drawing board – few modifications on the LAP funded project.
- Emily is interested in learning about the configuration at Button Rd.

Orlando Health – Sheryl Aldarondo

- Ready to support February's Operation BFF.
- Brought the iY4Ped tear sheets to the senior centers

Next Steering Committee Meeting: Tuesday, January 4, 2022 at 9:00 a.m. via Zoom.

Upcoming Seminole County Community Outreach

Changes as events are added each week

- 12/11/21 – Seminole Co. – Jordan's Sporting Goods
- 12/12/21 – Seminole Co. – Jordan's Sporting Goods
- 01/21/22 – Casselberry – Casselberry Rock-N-Blues Concert and Car Show
- Feb '22 – Operation Best Foot Forward
- March '22 – Florida Bike Month



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

9:00 a.m. – 10:00 a.m.



Attendance

Bill Pandos, Seminole County
Courtney Gleaton, Orlando Health
Dean Fathelbab, City of Casselberry
Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Jasmine Blais, MetroPlan Orlando

JoJo Sturm, Seminole County Crossing Guards
Kayla Mitchell, Bike/Walk Central Florida
Mike Blinn, Seminole County
Shelby Villatoro, Bike/Walk Central Florida
Trish Whitton, LYNX

Meeting Recap

Best Foot Forward Program Review

- Shelby Villatoro, the previous program manager prior to Kayla, has returned to BFF after working with Global 5.
- **Best Foot Forward Summit** – a one-day gathering of all stakeholders in the three counties to talk about the 3 E's and how to continue to move the needle – tentatively scheduled for April 6; Will be sending a save the date once final details are confirmed.
- First quarter progress reports will be provided by the end of the month.

Education

- Jordan Smelski's Sporting Goods Store event happened Dec. 11-12.
 - ~1,000 kids received sporting goods (bikes, scooters, basketballs, etc.) during the free event.
 - **646 helmets** were fitted for children by BWCF staff, volunteers, and partners from the Seminole County Sheriff's Office Crossing Guard team.
 - [View the recap video.](#)
- Upcoming Events
 - 02/05/22: Mustang Roundup car show - Longwood
 - 02/26/22: Matt Miller Memorial Motorcycle Competition – Seminole County; Motors Unit event, BFF to share information about pedestrian safety laws and BFF program.
 - 03/19/22: Hot Rods for Heroes – Seminole County (Oviedo Mall)
 - 05/28/22: Rock'n Blues Car Show – Casselberry; Interested in this event and will be confirming attendance with Dean.
- Send information to Eric or Shelby for upcoming events for BFF to attend.

Enforcement

- Next Operation BFF: Feb. 22-23, 2022 – Inclusive Streets
 - Shelby to reach out to partners in the coming weeks to confirm their attendance and their crosswalk locations; Will send out an invite for the enforcement.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

- Enforcement crosswalks have been selected surrounding the themes for FY22.

Engineering

- GIS Update
 - GIS updates are included in the latest; Some crosswalks were collected over the holidays and those will be added soon.
 - GIS zip file has been provided in the meeting materials and updates will be provided quarterly.

BFF Partner Updates

MetroPlan Orlando – Jasmine Blaise

- Preparing for the next round of committee meetings.

LYNX – Trish Whitton

- Providing GIS information to the LYNX GIS department.

Orlando Health – Courtney Gleaton

- Will keep Eric in the loop about upcoming events.

Seminole County Government – Mike Blinn

- Mike to join Emily in rescheduling meeting with Commissioner Dallari to discuss funding for engineering updates.
- Still working on inventory of mid-block crossings around the county. The budget is getting ready to ramp up in the next month or two and funding requests need to be included there.
- Mike reached out to a contractor about in-street PED pavement markings, would like to see some go in the travel lane at Tuskawilla. Emily agreed and recommended that we collect data to measure their impact.
 - Eric shared that Orange County is adding one at 441 and 17/92.

City of Casselberry – Dean Fathelbab

- Installing gateway treatments and would like the timeline from BWCF for enforcements at:
 - Crystal Bowl at Casselberry ES
 - Winter Park Dr at Bluebell
- Gateway treatment repairs can be reported to Kelly and Dean (city maintaining).
- The Quail Pond Complete Street from Sunset to Lake Concord Park is almost complete. There will eventually be a crosswalk over Sunset.

Seminole County Crossing Guards – JoJo Sturm

- Inquired for more information on the Crystal Bowl gateway treatment.

BFF Steering Committee Conference Call: Seminole County

Tuesday, January 4th, 2022

- Kayla will provide the gateway treatment PowerPoint provided by MetroPlan Orlando in the meeting materials.
- Participating in their first county school safety event in a while on the 14th in Casselberry. Emily offered BFF support with materials for any upcoming events.
- Emily shared information about Walking School Bus Program. JoJo in support and has a lot of information to share but finds that the biggest hurdle is parents not wanting to be responsible for others' children. Happy to connect offline about working together.
- Requested the meeting time change to the afternoon.
 - Shelby to send a Doodle Poll to Seminole partners to explore new meeting times.

Seminole County Leisure Services – Bill Pandos

- Kittelson will be providing deliverables by the beginning of February for the trail safety feasibility study.
 - Had some field visits prior to the holiday break.
 - Looking forward to this year.
 - Emily shared the available data with Kittelson.

Next Steering Committee Meeting: Tuesday, February 1, 2022, at 9:00 a.m. via Zoom.



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, February 1st, 2022

9:00 a.m. – 10:00 a.m. (Zoom)



Attendance

Emily Hanna, Bike/Walk Central Florida
Eric Trull, Bike/Walk Central Florida
Kayla Mitchell, Bike/Walk Central Florida
Rafael Burgos, Bike/Walk Central Florida
Shelby Villatoro, Bike/Walk Central Florida
Dean Fathelbab, City of Casselberry
Anjum Mukherjee, City of Longwood
Shad Smith, City of Longwood

Herronda Mortimer, FDOH in Seminole
Stephanie Moss, FDOT
Trish Whitton, LYNX
Jasmine Blais, MetroPlan Orlando
Courtney Gleaton, Orlando Health
Bill Pandos, Seminole County
Mike Blinn, Seminole County

Meeting Recap

Best Foot Forward Program Review

- BFF Summit Save the Date (April 6, 2022) – More details to come!
- Emily will be presenting about the BFF program at the MetroPlan Orlando board and committee meetings.
- Progress reports for the first quarter of fiscal year 2022 are now available

Education

- Upcoming Events
 - 2/05/22 - Longwood - Mustang Round up
 - 2/26/22 - Seminole County - Matt Miller Memorial Police Motorcycle Skills Challenge
 - 3/19/22 - Seminole County - Hot Rods for Heroes at Oviedo Mall
- Bike Month
 - Any planned events in March or May?
 - Submit events [through our form!](#)

Enforcement

- Conducted Longwood PD enforcement training on 1/25/22
 - Training is not focused on educating law enforcement on how to conduct enforcement (they are the pros!). It focuses on other topics like the built environment to provide a holistic approach that we take in all BFF education.
- Operation BFF: 22-23, 2022 – Inclusive Streets
 - Longwood PD: Tuesday, February 22, 2022, from 11:00 am – 1:00 pm*
 - Grant & 434
 - Casselberry PD: Wednesday, February 23, 2022, from 4:00 pm – 5:30 pm*
 - Crystal Bowl Cir at Casselberry ES
 - Seminole County Sheriff's Office: Thursday, March 3, 2022, Time TBD*
 - Tuskawilla and Redbug, NW slip lane



Engineering

- Many crosswalks in Seminole County were collected recently in January - just in time for upcoming enforcement.
- Emily is working on a project with a consultant to connect the data collectors with Fitbits to record data on heart rates, stress levels, etc. to provide more quantitative data on their experience.
- Bike/Walk is still looking to add to the data collection team – [please share!](#)
- Partners, please share updates on engineering upgrades so we can broadcast on our social media and website and celebrate every improvement that happens in the region to make the streets safer for people walking and biking.

BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Florida Department of Transportation (FDOT), Stephanie Moss

- Implementation plan for the Strategic Safety Plan last week in Tallahassee during the Florida Bike/Ped Coalition meeting.
- During Mobility week there was a bike lane design contest. Bentley ES in Sanford – two winners and Oviedo operations is working to get those two designs created to go on the trail near the school. Install date TBD and short bike safety presentation will be scheduled for the winning teams and their classmates Michael McCoy ES installed first winner's design on the ground in Orlando already.
 - Stephanie has photos from last year's design to share.

MetroPlan Orlando, Jasmine Blais

- Cyclovia was a successful culinary bike tour event in January in St. Cloud, rescheduled from Mobility Week.

Trish Whitton, LYNX

- No major updates but planning projects that will be started in the upcoming months.

Orlando Health, Courtney Gleaton

- Run with the Heroes this Saturday in Seminole County, will be sharing safety information.
- 81 car seat checks last month!

Florida Department of Health Seminole, Herronda Mortimer

- New counterpart taking over for the BFF program.

Seminole County Government, Bill Pandos & Mike Blinn

Bill Pandos



- Mountain bike at Markham Trailhead improvements beginning shortly, would like to partner to share bike safety information.
- Kittleson is working on a trail safety feasibility study to make recommendations at trail crossings, more updates to come.

Mike Blinn

- RRFB being strongly considered at the Snow Hill at Flagler Trail crossing (Jacobs Trail), should be coming in the next 6 months. BFF team will follow up about installation timeline.
- Could use some help (Stephanie, FDOT) with determining where DOT considered roads that have bike lanes, [went into their GIS portal](#) and brought up a number of roads that they considered bike lanes.
 - Roads included:
 - Red Bug Lake Road
 - E. and W. Lake Mary Blvd
 - Eden Park
 - International Pkwy
 - Lockwood
 - Small section of W. Airport Blvd
 - Seminole County plans to mark those as bike lanes now that DOT has officially named them bike compatible.
 - Emily questioned striping on roads with speeds above 45, provide a buffered bike lane – Mike says that's for new construction only.
 - Stephanie suggested looking at each segment specifically, with the changing perspective on where they want marked bike lanes and where they prefer separated facilities.
 - Shad provided background from when he was with the county: Keyhole standard is for 5 feet, lanes were 11/11/4 – do you stripe the keyhole lane if it is too narrow?
 - Citizens were happy that Lake Mary Blvd. was striped and reported feeling much safer once that was completed.
 - Mike to follow up with Stephanie to get her thoughts.

City of Casselberry, Dean Fathelbab

- Outreach events locked in with BWCF: April 30th Earth Fest, May 28th Rock Blues
- June 22nd check availability for a city spotlight event with Seminole County Chamber of Commerce, different audience but opportunity for the city to highlight aggressive development and pedestrian infrastructure.
- Right after OBFF, gateway treatments will be installed Casselberry ES crosswalk.
- End of February will be the install for the speed feedback and RRFB at Lost Lake and Queens Mirror Cir at the new park, location of Casselberry Founder's House.
- Upcoming webinar this Thursday by the [Smart Growth Online: from Complete Streets to Complete Networks](#).
- Shelby brought up the guidance from FDOT on STOP for pedestrians versus YIELD for pedestrians, will follow up with Dean about their design for their gateway installations.

City of Longwood, Shad Smith

- Received BFF magnets after Longwood PD enforcement training, would like to know who our vendor is. Eric to reach out.



- Cross Seminole Trail Connector in the works (LAP funded by FDOT), making sidewalk connections in Timacuan, adding sharrows and a connecting trail piece behind Arbor Park, project estimated to be completed by end of April.
- [W. Warren Complete Streets project](#) ongoing, discussed midblock crossings. One PVT meeting left; a BFF staff member could join mid-late February. Shelby will follow up. April 4th will be presented to the commission.
- “Stop here for peds” signs were ordered for installation where the stop bars are at the current midblock crossings along Warren Ave near Reiter Park and hospital parking.
- East Church from SunRail to 17-92 is another upcoming project to improve the corridor with sidewalks and bike facilities.

Longwood Police Department, Sgt. Gelm

- Working on the operation plan for the 22nd operation at 434 and Grant St.
- Next month March 26-27 is the Pirate Seafood Festival at Reiter Park (near several BFF crosswalks) big turnout and law enforcement detail so great opportunity to observe pedestrian behavior. Eric to follow up about participating.

Next Steering Committee Meeting: Tuesday, March 1, 2022, 9:00 a.m. via Zoom.



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.

BFF Steering Committee Conference Call: Seminole County

Tuesday, June 7, 2022

9:00 a.m. – 10:00 a.m.

[Teams](#) | Call-in: +1 917-410-4077, Pin: 703911380#



ATTENDANCE

Emily Hanna, BWCF
Eric Trull, BWCF
Erin Hearn, BWCF
Kayla Mitchell, BWCF
Shelby Villatoro, BWCF
Ofc. Chris Jones, Casselberry Police Department
Dean Fathelbab, City of Casselberry

Ethel Smith, FDOH in Seminole County
Taylor Laurent, MetroPlan Orlando
Courtney Gleaton, Orlando Health
Sheryl Aldarondo, Orlando Health
Bill Pandos, Seminole County
Bill Wharton, Seminole County
Mike Blinn, Seminole County

Next Steering Committee Meeting: Tuesday, August 2, 2022, at 9:00 a.m. via Teams.

ACTION ITEMS

- BFF to resolve issues with call-in option in Teams.

MEETING RECAP

Program Updates

- FY 21-22 Q2 Progress Reports distributed on April 30!
 - Progress Reports are available in the [public Sharepoint \(linked here\)](#).
- [NHTSA](#) & [GHSA](#) recently released reports about the preliminary traffic crash data for 2021.
 - Pedestrian fatalities nationwide are up 13%.
 - Florida had the greatest increase in total number of fatalities between 2020 and 2021 (183).
 - Emily noted that toward the end of the GHSA report (Part 3), there is a lot of great information shared about the Safe System approach and how its objectives can help reduce fatalities.
 - The Dangerous by Design report is expected to come out in the next month or two – methodology has shifted and should allow us to replicate the data at a local level and break it out to address our communities.

Engineering

- New data collection contractors providing a more diverse team, allowing for more well-rounded data collection (observations and yield rates).
 - Dean asked about looking at data through the different results based on the demographics of our data collectors. Emily talked about the goal of working with UCF researchers to organize this type of research project, studying yield rates, racial bias, and more in different communities.

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- April – May data collection highlights/follow ups will be shared in the coming weeks (as needed). Stay tuned.
- Shelby and Emily are working on crosswalk evaluation documents – adding in new information.
- [Latest GIS files are available on Sharepoint!](#)
- Crosswalk project highlights were shared:
 - ***Crystal Bowl Cir. at Casselberry ES – Gateway Treatments Installed in April***
 - Casselberry recently installed gateway treatments at the Crystal Bowl at Casselberry Elementary School crossing. This location averaged a 36% driver yield rate prior to installation (measured in March 2022).
 - Dean shared that, unfortunately, one of the signs has already been knocked down but the city is working to get it restored.
 - The latest data was collected at this location on May 23, and we are seeing a jump to 80%!
 - One thing to note – data collector noted more hard brakes than in previous two collections (13% or a total of 8 noted – up from only ONE noted in the previous collections).
 - Dean also noted that people are stopping general – would like more education to be pushed about what the stop bars/signage is, that people only need to stop if there is a PED in the crosswalk.
 - ***Queens Mirror Circle & Lost Lake Dr. – RRFB Installation***
 - The City of Casselberry recently installed new RRFBs at Queens Mirror Cir. & S. Lost Lake Ln. along with signage reminding driver of the state law to stop for pedestrians.
 - Initial data collection indicates that these countermeasures are hugely successful. In December 2021, 43% of drivers were stopping for data collectors (the FY 20-21 average was 37%).
 - Averaging our March and May 2022 data collection, this crosswalk is currently at 87%!
 - ***Warren Ave. at Reiter Park – New “Stop Here for PEDS” signage***
 - “Stop Here for Peds” signage was installed to accompany the existing stop bars at the Warren Ave. crosswalk at Reiter Park.
 - Data collectors saw an initial driver yield rate increase from the baseline of 46% (Dec. 2021) to 80% (Feb. 2022) after the signage was installed.

Enforcement – Operation Best Foot Forward

- Shelby briefly recapped the May Operation BFF, which was the largest enforcement action to date with 11 law enforcement partners participating.
 - [Photos are saved here!](#)
 - Action items from the enforcement will rolling out in the next couple of weeks.
- Next enforcement: August 23-24, 2022 (Back to School Theme)

BFF Steering Committee Conference Call: Seminole County

Tuesday, June 7, 2022

9:00 a.m. – 10:00 a.m.

[Teams](#) | Call-in: +1 917-410-4077, Pin: 703911380#



- Shelby will be following up in early July to coordinate crosswalks and schedules.

Education

- Mr. Richard's Left Right Left Video now available!
 - Full video – <https://vimeo.com/687578445/5e36b99e2b>
 - 30-sec (v1) – <https://vimeo.com/687783620/c2d67eca8a>
 - 30-sec (v2) – <https://vimeo.com/688172758/901520551c>
- Outreach
 - Full list of past and upcoming outreach events below.
 - The Community Outreach Map has been updated - Links: Via BFF [Map & Data Page](#), or [Direct on ArcGIS](#).
 - Updates include a layer with BFF crosswalks and the ability to filter out crosswalk and outreach data for this fiscal year.
 - Events are currently updated through the end of March and will be updated 30 days after the end of each quarter.
 - **County Wide Outreach Totals – Q3 – April 1 – June 30 (totals through May 25)**
 - 4 Events
 - 958 People Reached
 - 2,348 Education Materials Distributed
 - 65 Helmets Distributed
 - **Event Totals – Fiscal Year 2022, YTD October 2021 – June 5, 2022**
 - Seminole County – 11 events completed/scheduled of 15 scoped
 - Casselberry – 4 events completed/scheduled of 3-5 scoped
 - Longwood – 4 events completed/scheduled of 3-5 scoped
 - **Back-to-School Events**
 - Are you aware of anything being planned? We'd like to ensure we're available and have room in our scope to support BFF Outreach at these.

BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Bike/Walk Central Florida – Emily Hanna

- BWCF is working with UCF students to go after grant funding for Walking School Bus program; The grant application is due in July.

MetroPlan Orlando – Taylor Laurent

- Continuing with speed study across the three-county area.

Orlando Health – Sheryl Aldarondo

- No major updates – excited for the next round of enforcement.

BFF Steering Committee Conference Call: Seminole County

Tuesday, June 7, 2022

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Orlando Health, Arnold Palmer – Courtney Gleaton

- Children's Safety Village doing summer camp in the next two weeks, Courtney doing ped safety there next week.
- Event taking place this weekend for car seats.
- Doing Walk-Ride-Thrive pedestrian safety education with the Children's Safety Village.

Florida Department of Health in Seminole County – Ethel Smith

- Has participated in the last couple of meetings but is new to the group; Very interested in learning more about Bike/Walk Central Florida and getting up to speed.

Seminole County

Bill Pandos

- Working on a Trail Feasibility Study with Kittelson: 9 different scenarios.
- Markham Trail skills track construction starts soon.

Bill Wharton

- Board approved two tunnels on 434 and 436.
 - Design RFP went out and closes June 22.

City of Casselberry – Dean Fathelbab

- New city engineer coming onboard shortly, will be introduced to the BFF group.
- Studying raised crosswalks at city parks: Wirz Park, Dew Drop Park at Avalon Road, and Wheel Park at Winter Park Drive.

Casselberry Police Department – Christopher Jones

- No updates – would like to see more driver education taking place.
 - Emily recommended sharing BFF citation tear sheets throughout the year, not just during enforcement. BFF to explore additional opportunities to work with FLHSMV.

City of Longwood – Shad Smith

- Update on Longwood Cross-Seminole Trail Connector Project: SunRail to Grant Street – Grant Street runs up to Candyland Park, then to Timocuan Way. Will be a combination of trails and sidewalk.
 - Trail paving starting shortly; Curb ramps are in place, just not "officially" finished so not formally opened just yet.

BFF Steering Committee Conference Call: Seminole County

Tuesday, June 7, 2022

9:00 a.m. – 10:00 a.m.

[Teams](#) | Call-in: +1 917-410-4077, Pin: 703911380#



BFF OUTREACH SUMMARY

Past Events – Beginning FY '22 Q3 – April 1 – May 30

- 4/7/2022 SEMINOLE: Oviedo Homeschoolers PE Class
- 4/16/2022 SEMINOLE: 3rd Annual Seminole County Spring Festival and Car Show
- 4/30/2022 CASSELBERRY: Earth Fest 2022
- 5/7/2022 SEMINOLE: Walk like MADD Event
- 5/28/2022 CASSELBERRY: Rock'n Blues Car Show
- 6/2/2022 CASSELBERRY: Wilshire DMV Tabling Outreach
- 6/2/2022 SEMINOLE: Winter Springs DMV Tabling Outreach

Upcoming Events – Ending FY '22 Q3 – June 2022

- 6/19/2022 SEMINOLE: Lake Mary Cruise-In Car Show
- 6/20/2022 SEMINOLE: Chuluota VFW

Upcoming Events – FY '22 Q4 – Through Sept. 30, 2022 (*Tentative*)

- 9/17/2022 *TENTATIVE: SEMINOLE: Sanford Spring Craft Festival*
- 9/23/2022 *TENTATIVE: SEMINOLE: Sanford Spring Craft & Vendor Event*
- 9/24/2022 *TENTATIVE: CASSELBERRY: Latin Jazz Concert at Lake Concord Park*



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.



ATTENDANCE

Emily Hanna, BWCF
Erin Hearn, BWCF
Grace Winter, BWCF
Shelby Villatoro, BWCF
Sgt. Matthew Blunt, Casselberry PD
Dean Fathelbab, City of Casselberry
Leonard Barden, City of Casselberry

Shad Smith, City of Longwood
Patricia Whitton, LYNX
Sheryl Aldarondo, Orlando Health
Bill Pandos, Seminole County Government
Bill Wharton, Seminole County Government
Kelly Welch, Seminole County Government
Mike Blinn, Seminole County Government

Next Steering Committee Meeting: TBD (FY 22-23).

End of Fiscal Year September Workshops to be scheduled individually.

ACTION ITEMS

- **Shelby Villatoro** to distribute BFF citation tear sheets to Sheryl Aldarondo and Seminole County Crossing Guard team (JoJo and Dacia).
- **JoJo Sturm** to explore education opportunities at Wekiva Elementary (near new Wekiva Neighborhood Trail crosswalk).
- **Erin Hearn** to follow up with Bill Pandos about Winter Springs trail event.

MEETING RECAP

Program Updates

- Smart Growth America's [Dangerous by Design 2022 report](#) was released July 2022. The latest report featured significant changes.
 - Updates to the methodology mean that this year's rankings cannot be compared to previous years.
 - The Orlando-Kissimmee-Sanford MSA ranked #8, with Florida ranking #2.
- [FY 21-22 Q3 Progress Reports](#) are available!
- Emily looking to adjust upcoming scopes for FY 22-23 to reduce costs for administrative tasks and maximize program resources. During our upcoming workshop, we will be discussing these scopes and ideas.

Engineering

- Shelby is working on FY 21-22 Crosswalk Evaluations and disseminating them prior to the upcoming workshops. Here's the status of the Osceola evaluations to date:
 - **Casselberry:** Distributed

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



- **Longwood:** Distributed
- **Seminole County:** In Progress
- Emily is coordinating the end-of-year workshops with the partners individually. During these workshops, we will cover the crosswalk evaluations and discuss FY 22-23 locations. Workshops scheduled to date:
 - **Casselberry:** 9/15 at 10:00 am
 - **Longwood:** 9/13 at 2:00 pm
 - **Seminole County:** 9/15 at 10:00 am
- Data Collection Highlights
 - CAS: Queen's Mirror Circle and Lost Lake Lane
 - RRFB Light (North) – Out or Low Solar (Blocked by Trees)
 - Casselberry is aware of the outage; Working on getting trees trimmed and identifying what is causing the RRFB issue so that it can be repaired.
 - SEM: New Crosswalk at 239 N. Hunt Club Blvd
- [Latest GIS files](#)

Enforcement – Operation Best Foot Forward

- August 23 and 24, 2022 – Back to School theme
 - CPD plans to do enforcement on 8/24 from 8:00 am to 12:00 pm. They are open to enforcing the Melody and Cypress location or Casselberry ES location again. Looking for decoy support (Sheryl has volunteered).
 - LPD planning to enforce at Ronald Reagan and Dog Track Rd.
 - Sem. Co. SO will need to enforce the morning of the 24th; They are looking at Bear Lake & McNeil and/or the [Wekiva Neighborhood Trail crossing on N. Hunt Club Blvd.](#)
 - JoJo will connect with Wekiva ES to explore education opportunities in the area near this crosswalk.
- Please send any contact information for PIOs to Shelby for communications updates.

Education

- Full list of past and upcoming outreach events below.
- Event Totals – Fiscal Year 2022, YTD October 1, 2021 – September 30, 2022
 - Seminole County: 11 events completed of 15 events scoped
 - Casselberry: 4 events completed of 3 – 5 events scoped
 - Final event requested has been scheduled – Latin Jazz Fest
 - Longwood: 4 events completed of 3 – 5 events scoped
- There is a need for additional events throughout “unincorporated” Seminole (outside of Sanford). Partners recommended libraries and pop-up events. Please contact Shelby if you have additional recommendations to share.

BFF Steering Committee Conference Call: Seminole County

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



BFF Partner Updates

On education initiatives, outreach events, planning/engineering progress:

Bike/Walk Central Florida – Emily Hanna

- Working on the Healthy West Orange Trails Connection project. Their team has mapped health disparities and gaps in connections to help prioritize projects. Oct. 1 is "Take Over the Trails Day," will be coordinating an event through the HWOTC project.
- BWCF's Bike 5 Cities ride is taking place on Oct. 29, part of the larger Mobility Week celebration (though technically one day after Mobility Week). Please extend Mobility Week to include 10/29 in any of your regional proclamations!

Seminole County Government

Bill Pandos

- Trail connections study with Kittelson continues, hopefully will be wrapped up by the end of September. These standards will be shared. The county hopes to encourage consistency across the trail network and region.
- The missing link for the Winter Springs trail connection has been installed. The county is hoping to do an opening event and is interested in having BWCF participate.
- Wayfinding signage is being updated along the trails. New mapping is being added, along with crossings with QR codes.

Kelly Welch

- The Healthy Lifestyles Grants are being distributed, encourage trail use.
- Kelly will pass along a list of events in Seminole.

Seminole County Sheriff's Office – Dacia Maisonave

- Dacia shared that her team recently held a bike rodeo with the Live Oak Reserve Board group where Emily will be speaking later this month. She is interested in learning more about the Walking School Bus. Emily will be in touch to share additional information on collaborating.
- Team has been busy with recent events: three bike rodeos, Juneteenth event in Live Oak, Beat the Heat, Family Fun Day.
- Looking to get into more elementary schools and communities for the upcoming school year.
- Shelby hopes to explore partnership opportunities with Seminole School Crossing Guard team, have SCCG team provide the bike/ped safety education while BFF comes in from a driver safety perspective and supports the parents.

City of Casselberry

Dean Fathelbab

- Casselberry on board with workshop dates, will book conference room at the city office.

BFF Steering Committee Conference Call: Seminole County

Tuesday, Aug 2, 2022

9:00 a.m. – 10:00 a.m.



Leonard Barden

- Lenny has been out in the field reviewing the crosswalks on the FY 21-22 Crosswalk Evaluations, exploring opportunities to upgrade signage and add improvements. City is considering adding a pedestrian gateway to the Melody & Cypress crosswalk. It has seen success at the Casselberry ES location.

Casselberry Police Department – Sgt. Matthew Blunt

- No updates beyond enforcement (see above).

City of Longwood – Shad Smith

- Cross Seminole Connector trail is almost complete. There is no specific project page on the website, but Shad can share information if requested.

Orlando Health – Sheryl Aldarondo

- Looking forward to the upcoming Operation BFF! Courtney is available on 8/23 and Sheryl is available on 8/24.

BFF OUTREACH SUMMARY

Recent Events – June through July 2022

- 6/2/22 CASSELBERRY: Wilshire DMV Tabling Outreach
- 6/2/22 SEMINOLE: Winter Springs DMV Tabling Outreach
- 6/19/22 SEMINOLE: Lake Mary Cruise-In Car Show
- 6/20/22 SEMINOLE: Chuluota VFW Presentation

Upcoming Events – Through Sept. 30, 2022

- 8/16/22 SEMINOLE: Live Oak Reserve HOA Board Presentation
- 8/27/22 SEMINOLE: Caffeine & Chrome Car Show
- 9/24/22 CASSELBERRY: Latin Jazz Concert



Bike/Walk Central Florida is the nonprofit responsible for administering the Best Foot Forward program on behalf of the coalition partners.



SUPPORTING DOCUMENTS

Community Outreach Recaps

Best Foot Forward Community Outreach Recap



Event: International Walk to School Days

Date: Wednesday, Oct. 6 and 20, 2021

Location: Evans and Carrillon Elementary Schools

Contact: JoJo Sturm, jsturm@seminolesheriff.org

Attendance: 200+

BFF Staff: Emily Hanna

Event summary: Best Foot Forward (BFF) partners Seminole County's Sheriff's Office Crossing Guards and Bike/Walk Central Florida used International Walk to School Day as an opportunity to share pedestrian and bicycling safety messages with students and parents. See some of the many smiling faces below from Evans and Carrillon Elementary Schools.

Materials distributed:

- Ped/bike safety activity, color books
- iYield4Ped fliers for parents
- Bookmarks
- iYield4Ped fans

Follow-up/Action items:

- None at this time





Best Foot Forward Community Outreach Recap

Event: 5th Annual Seminole County Sheriff's Office Spooktacular

Date: Thursday, October 28, 2021

Location: Seminole State College, 100 Weldon Boulevard, Sanford, FL 32773

Contact: Sgt. Bryan Theuson, SCSO, 407-665-6650, BTheusen@seminolesheriff.org

Attendance: 500 vehicles including 1500 children per Sgt Theusen, SCSO

BFF Staff: Roni Wood

Event summary: Our Best Foot Forward partner **Seminole County Sheriff's Office** held their **5th Annual Spooktacular Event** at Seminole State College campus. SCSO departments & vendors dressed up in costume and decorated their table/tents to a spooky theme for a drive-thru event.

Hundreds of vehicles lined up following a day of downpouring rain to experience the event which was a huge success as the night skies cleared just in time. **Best Foot Forward** was there waving to attendees and sharing the #iY4Peds sign and pedestrian safety tips for a safe Halloween. As always, Seminole County staffers presented a great event and we look forward to attending this event with them in their community again next year.

Materials distributed:

(Note: We did not hand out much literature since this was a drive through event, but we were able to verbally share pedestrian safety tips with attendees as they passed)

- 5 iY4Peds stickers
- 5 iY4Peds fliers
- 10 activity books

Follow-up/Action items:

- None



Best Foot Forward Community Outreach Recap



Event: Jordan Smelski Foundation's Jordan's Sporting Goods Store

Date: Saturday, December 11, 2021 & Sunday, December 12, 2021

Location: 1201 West S.R. 436 Altamonte Springs 32714 (Old Walgreens Bldg.)

Contact: Steve Smelski, Jordan Smelski Foundation, ssmelski@jordanssmile.org, 407-314-5540; Rowland Kennaii, Rusty's Bicycle Recycle, 407-951-3968

Attendance: +1,000

BFF Staff: Eric Trull, Emily Hanna, Kayla Mitchel, Roni Wood

Event summary: Jordan's Sporting Goods Store is an annual holiday gift give away operated by the Jordan Smelski Foundation. The aim of the event is to ensure that no child goes without a gift during the holiday season. With that, each child that enters is able to select a gift of their choosing, be it a sporting good item, a skateboard, scooter, or bicycle. Each child that received a wheeled gift was also fitted with a helmet by state certified helmet fitters.

In total, 646 children were fit with helmets during the two day event thanks to dozens of volunteers including the Seminole County Crossing Guards, FDOT's donation of their helmet supply, as well as the Jordan Smelski Foundation's purchase of additional helmets to ensure those not riding a bike would leave with the appropriate safety gear!

Materials distributed:

- 30 Helmet fit guides
- 50 bike light sets
- 80 BWCF backpack lights
- 646 iYield4Ped fliers
- 646 kids activity books

Follow-up/Action items:

- No action items.



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Best Foot Forward Community Outreach Recap



Event: 10th Annual Matt Miller Motor Skills Challenge, Seminole County

Date: Saturday, February 26, 2022

Location: 200 Seminole Town Center, Sanford, FL 32771

Contact: Seminole County Dep Sheriff Brian Woods (407) 474-4779, Bwoods@seminolesheriff.org

BFF Staff: BFF Roni Wood

Event summary: BFF's Roni Wood attended the Motor Skills Challenge on Saturday in Seminole County with eleven different law enforcement agencies and forty-seven total competitors. Roni spoke to attendees, comprised of the competitors families and civilian spectators, about the Best Foot Forward Program and what we do in the community, educating everyone about Florida's Driver Yield Law. She also spoke to children about the importance of always wearing a bicycle helmet just like the officers & deputies were today when riding.

Materials distributed:

- 45 iY4Peds magnets
- 45 iY4Peds fliers
- 23 iY4Peds pens
- 25 Activity Books
- 4 Digi screens

Follow-up/Action items: There are no follow up action items



Best Foot Forward Community Outreach Recap



Presentation: Seminole Homeschoolers PE Class (Seminole County)

Date: Thursday, April 7, 2022

Location: Riverside Park Rec Center, 1600 Lockwood Blvd., Oviedo, FL 32765

Contact: Michael McGarvey, E: michaelmcgarvey@cityofoviedo.net, (407) 340-7799

BFF Staff: Roni Wood

Attendance: 23 children + 2 adults

Event summary: There were twenty-three homeschool students present today to watch the Best Foot Forward Children's Presentation presented by Roni Wood. We the covered responsibilities of drivers, pedestrians, and cyclists and how we must all do our part in safety. The students listened and shared stories at the end. The Seminole County Sheriff's Office Crossing Guards have an amazing children's program for public schools and generally cover this area. However, this was a great opportunity for Best Foot Forward to educate non-traditional school students!

Additionally, Roni went over the ABCs of cycling and reminded students to go home and check their bicycles today for good air, brakes, and chain. She spoke about how children that ride their bicycle daily even make better grades in school!

Note: Not every student wanted to be included in the photos so only those that did were taken.

Materials distributed:

- 25 iY4P stickers
- 25 iY4P magnets
- 25 iY4Peds pens
- 23 Ryder Activity Books
- 23 Bike Riding Dangers Sheet

Follow up/Action item: There are no follow up action items.

Best Foot Forward Community Outreach Recap



Event: 3rd Annual Seminole Spring Festival/Car Show

Sponsored by Special Needs Advocacy Program

Date: Saturday, April 16, 2022

Location: Seminole Town Center, 181 Town Center Circle, Sanford, FL 32771

Contact: Mike Berren (407) 415-4223, E: mberren@specialneedsabilityprogram.org

BFF Staff: Roni Wood

Attendance: 800

Event summary: The Seminole County Spring Festival & Car Show was sponsored today by the Special Needs Advocacy Program in Seminole County. Attendees walked around and looked at cars from event sponsored vehicles to comic decorated cars, muscle cars, oldies and more.

Best Foot Forward was there with a table in effort to engage and educate attendees. We gave out safety materials and reminded drivers to always yield for pedestrians. Pedestrians have the right of way and drivers must do their best to yield and protect them. Part of her education to folks, BFF Roni Wood shared how the tri-county area of Orange, Osceola & Seminole Counties are on the list as the #1 most dangerous place for pedestrians to walk in the nation and in driver vs pedestrian collisions.

Additionally, as the location of this event was close to many Seminole County Trails, Roni fit 30 people with free bicycle helmets, handed out trail maps, and discussed the responsibilities of a cyclist.

Despite it being a very hot day, at least 500 people received iY4Peds fliers as they walked through the event. This was a great opportunity for educating people in Seminole County.

Materials distributed:

- 200 iY4P stickers
- 100 iY4P magnets
- 500 iY4P fliers
- 50 iY4Peds pens
- 50 iY4Peds paddle fans
- 98 Ryder Activity Books
- 30 personally fitted bicycle helmets with signatures

Best Foot Forward Community Outreach Recap

Follow up/Action item:

- Reach out to Boy Scout Pack 242 E:
shelley.scoconsulting@gmail.com
- Jim Catlette, Victim struck in Sem Co near 434/436 walks with scooter now. Broke femur and changed life E: jimcatlette557@gmail.com (send him his photo) and maybe speak to him further about his story



Best Foot Forward Community Outreach Recap



Event: Walk like MADD (Seminole County)

Date: Sunday, May 7, 2022

Location: Cranes Roost Park, 274 Cranes Roost Blvd, Altamonte Springs, FL 32701

Contact: Event: Kristi McElroy, Program Director, E: Kristi.McElroy@madd.org, (407) 831-6233, E: watermedaservices@icloud.com

BFF Staff: Roni Wood

Attendance: 300 attendees including vendors/staff volunteers

Event summary: Seminole County Sheriff Lemma thanked the different law enforcement agencies and partners who came out for the Walk like MADD walk to bringing awareness to not only drunk driving but impaired driving as well. He stated that statistics are higher now due to the pandemic, people losing jobs, and folks turning to substances.

Best Foot Forward (BFF) was there to support the event and share information about the Best Foot Forward Program. BFF's Roni Wood shared how we work with the Seminole County Sheriff's Office to cut down on crosswalk violators to save lives in addition to the work BFF does around Seminole County to educate drivers on their responsibility to the crosswalk law.

Orlando News 6 "Trooper Steve" came by the BFF tent, and we grabbed a photo for social media. We requested he remind listeners this week about Operation Best Foot Forward "Crosswalk Crackdown" in Orange, Osceola & Seminole Counties. Trooper Steve is always a great support to the program.

In total, BFF was able to educate approximately 160 people at the event!

Materials distributed:

- 150 iY4P magnets
- 150 iY4Peds fliers - English
- 5 iY4Peds fliers – Spanish
- 11 Ryder Activity Books
- 2 West Orange Trail Maps
- 2 Apopka Trail Maps
- 10 Interactive Trail Maps

Follow-up/Action items: There are no follow up action items.

Best Foot Forward Community Outreach Recap



Event: Winter Springs / Seminole County Tax Collector's Office/DMV

Date: Thursday, June 2, 2022

Location #2 of 2 in Seminole County: Winter Springs Branch, 1495 E. SR 434, Winter Springs, FL 32708

Contact: Gladys Ochoa, Manager, E: Gladys.Ochoa@SeminoleCounty.tax

BFF Staff: Roni Wood

Attendance: 68 attendees

Event summary: Best Foot Forward's Roni Wood shared pedestrian safety tips with people coming into the Winter Springs Branch of the Seminole County Tax Collector's/DMV Office office for a driver license, tax payment or other need. Roni even had the opportunity to meet & educate the Seminole County Tax Collector himself, JR Knoll who stopped by the office for a few moments to drop something off.

Outreach at this branch was a great chance to share the Driver Yield Law with drivers and a couple of new drivers to the road as well. We educated 59 people in two hours and 9 staff members with the iY4Peds literature. It was a great afternoon for education in Seminole County.

Materials distributed:

- 41 iY4Peds magnets
- 67 iY4Peds fliers – English
- 1 iY4Peds fliers – Spanish
- 4 Ryder Activity Books
- 7 Interactive Trail Maps

Follow-up/Action items:

- It was suggested by a teacher that we reach out to Indian Trails ES in Winter Springs. We will pass the info to JoJo in Seminole County.

Best Foot Forward Community Outreach Recap



Mustang drivers support BFF mission



Lk Mary Cydist Eric on a ride



Father's Day fun in his corvette



Event: Lake Mary Cruise-In Car Show (Seminole County)

Date: Sunday, June 19, 2022

Location: Lake Mary City Hall, 100 N. Country Club Road, Lake Mary, FL 32746

Contact: Jamie Hempel, City of Lake Mary Events Manager, E: jhempel@lakemaryfl.com, (407) 585-1421

BFF Staff: Roni Wood

Attendance: 300 attendees

Event summary: It's Father's Day and what better way than to spend a morning with Dad visiting a car show. That's what many fathers & children did today attending the Lake Mary Cruise-In at Lk Mary City Hall. It was a well-attended event located between two Seminole County Best Foot Forward (BFF) crosswalks at N. Ronald Reagan Rd. & Longwood Lake Mary Blvd. and International Parkway at the Westin Hotel. BFF's Roni Wood shared information on the crosswalk law and how if drivers violate in Seminole County the fine is \$166 and +3 points on their license.

Several community members shared stories and their appreciation for the Best Foot Forward program as well. A triathlete stopped to get our brochure and thanked Roni for what BFF is doing and she he appreciates more than ever now. He was distraught over his friend who was just struck two days ago on Sanford Blvd as a cyclist by a hit & run driver who later returned to the scene saying she thought she had struck an animal. His friend who is in serious condition in the hospital was a high-level cyclist and now his life is changed forever, and he may even lose a leg. Two other attendees shared stories of knowing someone also struck by drivers in Central Florida. These collisions are life changing! This is all too familiar for Roni, and she hears this at almost every event she tables.

In addition, this location, a mile and a half east of the Cross Seminole Trails, saw several cyclists while out for their Sunday ride. One gentleman said they will ride 32-miles today and appreciated the new Interactive Trail Map from Bike/Walk Central Florida. One couple who was riding not wearing helmets left the event with two brand new properly fitted helmets and were so appreciative. Another lady was wearing her daughter's helmet and Roni took the opportunity to tighten the straps, so the riders was safe while riding.

Best Foot Forward Community Outreach Recap



Overall, this was a great morning and Roni was able to educate a lot of people and fit 38 helmets in Seminole County today.

Materials distributed:

- 155 iY4P magnets
- 204 iY4Peds fliers - English
- 4 iY4Peds fliers – Spanish
- 10 iY4Peds pens
- 11 Biking Rules Book
- 2 Safe Mobility Brochures
- 44 Ryder Activity Books
- 20 Interactive Bicycle Trail Maps
- 38 fitted bicycle helmets with signatures, most of which were adults and lots were Dads on this Father's Day, signatures reported to Ped/Bike Resource Center

Follow-up/Action items:

- There were many requests to perform outreach and education in Lake Mary!

Best Foot Forward Community Outreach Recap



VFW Post 10139 sign



VFW Post Board Members holding iY4P Magnets



Presentation: East Seminole County VFW Post 10139 (Seminole County)

Date: Monday, June 20, 2022

Location: 300 Lake Mills Avenue, Chuluota, FL 32766

Contact: Don LaFlamme, Post Commander, E: post10139@gmail.com, (407) 359-5020

BFF Staff: Roni Wood

Attendance: 14 attendees

Event summary: Best Foot Forward's Roni Wood presented to the East Seminole County VFW Post 10139 in Chuluota, nearby the Best Foot Forward crosswalk at Snow Hill Rd. & Jacobs Trail. She shared information about the BFF coalition and how the program educates drivers on the crosswalk law and getting drivers to yield for pedestrians and encouraged them as pedestrians to always use crosswalks. There aren't many sidewalks in this rural area of Seminole County, so Roni reminded them to walk facing traffic when no sidewalk is provided if they are out for a walk, as it is the safest way for a pedestrian to be seen by drivers. She shared how Seminole County joined Best Foot Forward in 2019 and works to save pedestrian lives. The members thanked us for the presentation and went on with their post business for the rest of the evening.

The outreach presentation was held in a rural area of Seminole County in the Town of Chuluota there was an old school building from the 1920's converted to a volunteer Fire Department and now the location of East Seminole County VFW Post 10139. VFW stands for Veterans of Foreign Wars. These former military members come together to enjoy company in the restaurant and partake in the meetings of the VFW organization. They had their monthly meeting tonight and it began with the Best Foot Forward Presentation.

Materials distributed:

- 25 iY4P magnets; 25 iY4Peds fliers – English; 25 iY4Peds pens

Note: Only 14 attendees were present, but she left extras for the attendees coming in for the next meeting this evening.

Follow-up/Action items:

Best Foot Forward Community Outreach Recap



Presentation: Live Oak Reserve Board

Scoped Partner: Seminole County

Date: Tuesday, August 16, 2022, at 7:00 pm

Location: Board Clubhouse, 1901 Live Oak Reserve Blvd. Oviedo, Florida 32766

Contact: Amanda Haas, amandaehaas@hotmail.com

Attendance: 18 attendees

BFF Representatives: Shelby Villatoro

Event Summary: xx

BFF partner and Seminole County School Crossing Guard Coordinator, Dacia Maisonave, also joined the meeting to share any insights and hear conversations about the Walking School Bus program interest from residents.

Materials Distributed:

- 18 iY4Peds magnets
- 18 BFF Citation Flyers – English

Action Items/Follow Up:

- **Emily H.:** Follow up with the community about walking school bus opportunities.

Best Foot Forward Community Outreach Recap



Event: Caffeine & Chrome Car Show at Gateway Classic Cars

Scoped Partner: Seminole County

Date: Saturday, August 27, 2022

Location: Gateway Classic Cars, 635 Century Point Lake Mary, FL 32746

Contact: Rachel Koehnemann, Marketing Coordinator, Email: rachel@gatewayclassiccars.com, (618)271-3000

Attendance: 125 attendees

BFF Staff: Roni Wood

Event Summary: During the Caffeine & Chrome Car Show, BFF Program Manager Shelby spoke with attendees about Florida's driver yield law, sharing educational resources and giveaways with attendees. One older attendee reported once being an avid cyclist and member of the Florida Freewheelers but shared that he no longer rides because he does not feel safe riding on the roadways with today's drivers.

Though many participants did not seem to want to walk up to the BFF tent, those who did come up or who were approached by the BFF team had great conversations and shared their appreciation for our work to make the roads safer for all road users.

Materials Distributed:

- 5 iY4Peds magnets
- 13 BFF Citation Flyers – English
- 5 Activity Books
- 7 MetroPlan Orlando "Future Path" Coloring Books
- 1 Florida's Guide to Safe Mobility for Life
- 25 Alert Today Florida Digiscreens
- 2 "Don't Be a Zombie" Bookmarks
- 1 Pedestrian Law Synopsis
- 2 Safe Walking Stickers
- 1 Bike Signs, Signals and Markings Brochure

Best Foot Forward Community Outreach Recap



Event: Maranatha Seventh Day Adventist Church Health Expo

Scoped Partner: Seminole County

Date: Sunday, September 24, 2022

Location: 1400 Bear Lake Road, Apopka, FL 32703

Contact: Joann (386) 315-3810

Attendance: 150

BFF Staff: Roni Wood

Event Summary: Blood pressure, weight management, nutrition and safety were some of the topics covered yesterday at the Maranatha Seventh Day Adventist Church Health Expo. This church is one block away from our BFF Crosswalk at Bear Lake Road & McNeil in Seminole County. Our crosswalk here does not have a good driver yield rate with stats showing less than 40% of drivers will yield. Education in this area is a great help. One man stated he rides his bicycle to work and everywhere he goes and how he is even afraid as a cyclist to cross here. He has even seen our Operation Best Foot Forward in action and hopes it will help.

Our BFF Roni Wood shared how we work to get drivers to: 1) change one behavior to yield for pedestrians and 2) get pedestrians to use crosswalks. Roni also spoke to a local Dollar General Truck Driver who mentioned how scary it can be as a truck driver with vehicles on the road, but he pays even closer attention to the pedestrians. "They are the ones that need special attention from us," he said. He was so happy to see what BFF does to bring awareness.

Overall, this was a great event with many local vendors, the Big Red Bus and even Seminole County Fire Department stopped by to blare the horn for children.


Materials distributed:


- 52 - iY4Peds magnets
- 73 - iY4Peds fliers-English attendees + 25 vendors
- 6 – iY4Peds fliers – Spanish
- 8- iY4Peds fliers - Creole
- 38- Activity Books

SUPPORTING DOCUMENTS


Driver Yield Rate Reports




ID	SITE ID & NAME 	SITE DETAILS										PROXIMITY & LAND USE CONTEXT						DRIVER BEHAVIOR						
		Jurisdiction	Years Mon.	Speed Limit	Daily Traffic	Travel Lanes	Bike Lanes	Status	School X-ing	Trail X-ing	X-ing Type	Nearest School (MI)	Nearest Park (MI)	Nearest Bus Stop (MI)	Comm.	Res.	Mix. Use	Total Hard Brakes (All Time)	Total Trapped Peds (All Time)	Yield Distance < 30 ft. (#)	Yield Distance > 30 ft. (#)	Yield Distance < 30 ft. (%)	Yield Distance > 30 ft. (%)	Last Update
54	Bear Lake Rd. & McNeil Rd.	Seminole County	4	35	9,700	2	None	Active	Yes	No	Semi-controlled intersection	0.45	0.30	0.91		X		4	118	157	353	30.8%	69.2%	Sept 22
55	International Parkway at the Westin Hotel	Seminole County	4	45	20,500	5	Marked, Slot (2)	Active	No	No	Midblock	1.19	0.21	0.18	X			17	21	123	1372	8.2%	91.8%	Sept 22
59	E.E. Williamson Rd. at Seminole Wekiva Trail	Seminole County	4	35	12,500	3	None	Active	No	Yes	Midblock	0.69	1.12	1.49			X	9	25	135	817	14.2%	85.8%	Sept 22
179	Lake of the Woods Blvd. & N. Carthwood Blvd.	Seminole County	2	30	N/A	2	None	Active	Yes	No	Semi-controlled intersection	0.36	0.15	0.03		X		13	60	122	223	35.4%	64.6%	Sept 22
180	Snow Hill Rd. & Jacobs Trail	Seminole County	2	45	N/A	3	None	Active	Yes	Yes	Semi-controlled intersection	0.18	0.01	> 2 MI		X		14	32	54	139	28.0%	72.0%	July 22
215	Sand Lake Rd. & Forest Park Cir.	Seminole County	1	35	12,300	3	None	Active	Yes	No	Midblock	0.71	0.44	1.03		X		2	0	19	109	14.8%	85.2%	Sept 22
225	SR 426 (Aloma) & Howell Branch Rd.	Seminole County	1	45	36,500	5	Marked (2)	Active	No	Yes	Controlled intersection	1.65	0.19	0.69	X	X		7	0	55	87	38.7%	61.3%	Sept 22
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	Seminole County	1	30	12,000	6	None	Active	No	No	Controlled intersection	1.17	0.31	1.49	X	X		4	0	93	308	23.2%	76.8%	Sept 22
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	Seminole County	1	45	33,500	9	Slot, Marked (2)	Active	No	No	Controlled intersection	0.91	0.59	> 2 MI	X			6	0	24	56	30.0%	70.0%	Sept 22
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	Seminole County	1	35	11,000	4	None	Active	No	No	Midblock	0.77	0.04	1.12		X		0	16	18	10	64.3%	35.7%	Aug 22


SITE ID & NAME		DRIVER YIELD RATES														BIKE PED CRASHES						
ID		BASE RATE	2017 AVG.	2018 AVG.	2019 AVG.	2020 AVG.	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUNE 2022	JULY 2022	AUG 2022	FY 21-22 AVG	12-21 BP Crashes - 70ft	12-21 Avg Ann. BP Crashes - 70ft	Mar '17 - BP Crash - 2 MI	Mar '17 - BP Crash - 1 MI	Mar '17 - BP Crash - 0.5 MI	Mar '17 - BP Crash - 0.25 MI
54	Bear Lake Rd. & McNeil Rd.	35%			35%	40%		31%			21%		27%	14%	18%	22%	1	0.1	122	9	5	3
55	International Parkway at the Westin Hotel	74%			74%	94%	85%			77%			49%	78%	76%	79%	0	0.0	64	26	15	13
59	E.E. Williamson Rd. at Seminole Wekiva Trail	77%			77%	85%	78%			77%			72%	71%	86%	77%	0	0.0	53	15	4	1
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	37%					29%			16%		24%		45%	16%	26%	0	0.0	139	53	12	0
180	Snow Hill Rd. & Jacobs Trail	10%					20%		41%			16%		19%		24%	1	0.1	11	5	2	1
215	Sand Lake Rd. & Forest Park Cir.	18%					29%				20%		26%	4%	9%	18%	0	0.0	81	28	4	0
225	SR 426 (Aloma) & Howell Branch Rd.	23%					24%							72%	72%	48%	3	0.3	109	25	4	4
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	37%								58%			80%	74%	73%	66%	1	0.1	94	21	11	9
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	18%					20%			26%				52%	51%	33%	0	0.0	46	25	13	10
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	16%													16%	16%	1	0.1	N/A	N/A	N/A	N/A

SITE ID & NAME		ENFORCEMENT														
ID		NOV 2021 WARN	NOV 2021 YIELD CT	FEB 2022 WARN	FEB 2022 YIELD CT	MAY 2022 WARN	MAY 2022 YIELD CT	MAY 2022 PED CT	AUG 2022 WARN	AUG 2022 YIELD CT	FY 21-22 TOTAL DETAILS	FY 21-22 TOTAL WARN	FY 21-22 TOTAL YIELD CT	TOTAL DETAILS	TOTAL WARN	TOTAL YIELD CT
54	Bear Lake Rd. & McNeil Rd.								13	7	1	13	7	3	27	16
55	International Parkway at the Westin Hotel	1	4								1	1	4	3	14	13
59	E.E. Williamson Rd. at Seminole Wekiva Trail					10	0				1	10	0	1	10	0
179	Lake of the Woods Blvd. & N. Carolwood Blvd.										0	0	0	0	0	0
180	Snow Hill Rd. & Jacobs Trail					12	0				1	12	0	2	30	7
215	Sand Lake Rd. & Forest Park Cir.		26								1	0	26	1	0	26
225	SR 426 (Aloma) & Howell Branch Rd.										0	0	0	0	0	0
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.										0	0	0	0	0	0
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane			9	0						1	9	0	1	9	0
254	Hunt Club Blvd. at Wekiva Neighborhood Trail								6	7	1	6	7	1	6	7

SITE ID & NAME		ENGINEERING											PARTNER CONSIDERATIONS								
ID		Engineering Updates & Notes	School Crossing (S1-1) + arrow	PED W11-2 Ahead	PED W11-2 with arrow	In-street yield sign (R1-6)	In-street stop sign (R1-6a)	Yield Here to PED (R1-5, 5a)	Stop Here for PED (R1-5b, 5c)	Advance stop/yield markings	R10-15 Turning Vehicles Yield	Special Emphasis X-Walk	Refuge Island	Raised medians/ Islands	ADA	RRFB	Dist.	ES Zone	MS Zone	HS Zone	
54	Bear Lake Rd. & McNeil Rd.	No engineering updates as of 05/2020.	X									X				X		D3 SEM	Bear Lake ES	Teague MS	Lake Brantley HS
55	International Parkway at the Westin Hotel	04/2020- Request to split RRFBs. Mike to check with sign shop about capabilities. Previously- Has flashers.	X	X	X				X	X		X	X			X	X	D5 SEM	Region 1 ES	Sanford MS	Seminole HS
59	E.E. Williamson Rd. at Seminole Wekiva Trail	No engineering updates as of 05/2020.			X				X			X				X	X	D4 SEM	Woodlands ES	Rock Lake MS	Lyman HS
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	None	X	X	X											X		D4 SEM	English Estates ES	South Seminole MS	Lake Howell HS
180	Snow Hill Rd. & Jacobs Trail	None	X	X	X											X		D1 SEM	Walker ES	Chiles MS	Hagerty HS
215	Sand Lake Rd. & Forest Park Cir.	None	X		X							:				X		D3 SEM	Wekiva ES	Teague MS	Lake Brantley HS
225	SR 426 (Aloma) & Howell Branch Rd.	None		2022							X					X		D1 SEM	Eastbrook ES	Tuskawilla MS	Lake Howell HS
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	None			X											X		D4 SEM	Longwood ES	Milwee MS	Winter Springs HS
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None			X											X		D2 SEM	Rainbow ES	Indian Trails MS	Winter Springs HS
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None			X								X					D3 SEM	Wekiva ES	Teague MS	Lake Brantley HS

SITE ID & NAME		DATA COLLECTION OBSERVATIONS (FY 21)			
ID		Oct/Nov 2021	December 2021	January-February 2022	March-April 2022
54	 Bear Lake Rd. & McNeil Rd.	None	None	Added ADA tactile to countermeasure list	Drivers speeding and distracted; Peds crossing outside of crosswalk; 20 mph when school zone flashing
55	International Parkway at the Westin Hotel	None	Drivers are speeding and distracted; drivers disregarding signs; some drivers accustomed to stopping because of RFB; lighting fixtures present; near Seminole Wekiva trail	None	Drivers distracted; drivers speeding; Peds crossing outside of crosswalk; RFB present
59	E.E. Williamson Rd. at Seminole Wekiva Trail	None	Westbound traveling at higher speeds; Markham Woods after school program changes school crossing times for some; RFB not working properly.	None	Drivers speeding; pedestrians crossing outside of crosswalk; RFB light out; WB traffic speeding faster
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	None	None	No crosswalk on other side of road; Added ADS tactile surface	High speeding, especially eastbound; Visibility issues eastbound; See email recap
180	Snow Hill Rd. & Jacobs Trail	None	Drivers are distracted and speeding; near trailhead and school; horse sign	Drivers speeding; roadway is wide	None
215	Sand Lake Rd. & Forest Park Cir.	Drivers disregard peds; speeding	None	Drivers speeding; Near school; Added ADA tactile surfaces to countermeasure list	Drivers speeding and distracted; Peds crossing outside of crosswalk; Cracked ADA surfaces
225	SR 426 (Aloma) & Howell Branch Rd.	Peds crossing outside crosswalk;	None	Added some ADA; tactile warning surfaces present	Peds not obeying pedestrian signal; Faded markings; Jogging club uses intersection
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	Railroad crossing; a lot of passing behind	None	None	Drivers speeding and distracted; Confusing T-Intersection with visibility issues
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	Peds and cyclists not obeying traffic signal	None	Added some ADA; tactile warning surfaces present	Drivers distracted; peds not included pedestrian signal; Lots of rolling stops
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	None	None	None

SITE ID & NAME		22			Hazards of Note	2020 Workshop Notes
ID		May-June 2022	July-Aug 2022			
54	Bear Lake Rd. & McNeil Rd.	Crosswalk markings faded	Cracked asphalt in crosswalk that has created a dip; Drivers speeding	None	None	
55	International Parkway at the Westin Hotel	None	Pedestrian said crosswalk is dangerous; Very few cyclists use crosswalk, most ride along International Parkway	None	None	
59	E.E. Williamson Rd. at Seminole Wekiva Trail	Drivers speeding; Trail crossing with signage	Sign obstructed by foliage on trail; Peds/cyclists not obeying ped signal	None	None	
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	Drivers speeding; Peds crossing outside of crosswalk; Trees block signage	Visibility issues due to road curve; Drivers speeding; X markings don't reach the side of the road; Siewalk needed	None	None	
180	Snow Hill Rd. & Jacobs Trail	Slip lane; Near trail	Drivers speeding; tree trimming in progress	None	None	
215	Sand Lake Rd. & Forest Park Cir.	None	Displaced ADA ramp on north side; Crosswalks faded	None	None	
225	SR 426 (Aloma) & Howell Branch Rd.	None	Signs have fliers taped to them; Peds crossing outside of crosswalk	None	None	
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	Signage is faded, missing and damaged	No signage at crosswalk, either direction; Peds/cyclists crossing outside of crosswalk	None	None	
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None	Visibility issues makes crosswalk hard to predict (know its coming) for driver; ADA at Circle K is damaged; Plants blocking sidewalk which blocks visibility when turning right into slip lane	None	None	
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	Drivers speeding/distracted; Peds crossing outside of crosswalk; Tactile surface needs replacement; Visibility issues; A lot of peds cross from Beaufort to trail/park and back; Maintenance of foliage recommended.	None	None	

SITE ID & NAME		NOTES	
ID		2021 Workshop Notes	FY22 Workshop Notes
54	Bear Lake Rd. & McNeill Rd.	School zone.	Continue monitoring, refer to recommendations document for details, RRR project in the next 6-12 months
55	International Parkway at the Westin Hotel	Lundtime pedestrian activity.	Continue monitoring, push button encouragement recently installed, potential automatic ped detection, bigger signs to be ordered
59	E.E. Williamson Rd. at Seminole Wekiva Trail	None	Continue monitoring, completed construction, high yield rates when button pushes, automatic ped detection?
179	Lake of the Woods Blvd. & N. Carolwood Blvd.	Crosswalk missing ramp or sidewalk on either side.	Community concern, no ADA, crosswalk to nowhere, sidewalk gap identified, speed issue, LYNX stop with no landing
180	Snow Hill Rd. & Jacobs Trail	Flagler Trailhead	Continue monitoring, school zone, Flagler trail crossing, high speeds, productive enforcement, potential RRFB
215	Sand Lake Rd. & Forest Park Cir.	None	Community concern, not guarded near Pace Brantley, no sidewalk north of Sand Lake
225	SR 426 (Aloma) & Howell Branch Rd.	None	Cady Way and Cross Seminole trail connection, high ped activity and room for improvements
234	N. Ronald Reagan Rd. & Longwood Lake Mary Blvd.	None	Future resurfacing project, jogged crossing, trail connections from Longwood Hills to Ronald Reagan
235	Tuskawilla Rd. & Red Bug Lake Rd., NW Slip Lane	None	Slip lane is positioned too far in, peds cannot see oncoming drivers, drivers are honking/yelling at peds, MPO Corridor Safety study
254	Hunt Club Blvd. at Wekiva Neighborhood Trail	None	None



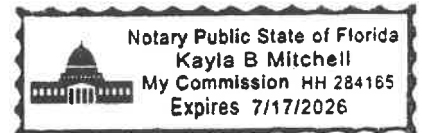
SUPPORTING DOCUMENTS

Financial Statement of Activity

Bike/Walk Central Florida
Statement of Activity by Class
 October 1 2021 - September 30 2022

	<u>125- BFF Seminole</u>
Revenue	
Contributions & Grants	
Public Agency & University Grants	
Local Government Grants	60,000.00
Corporate Contributions	
Total Contributions & Grants	<u>\$ 60,000.00</u>
Total Revenue	<u>\$ 60,000.00</u>
Gross Profit	<u>\$ 60,000.00</u>
Expenditures	
Program Expenditures	
Program Supplies	1,301.07
Mileage, Parking & Tolls	1,628.22
Total Program Expenses	<u>\$ 2,929.29</u>
Professional Services	
Program Administration	1,030.00
Accounting	600.00
Executive Director	8,612.46
Program Management	10,184.72
Project Consultants	2,660.50
Community Outreach	13,603.16
External Communications	4,571.15
Marketing Services	935.00
Enforcement	3,049.50
Data & Report Mgt	7,290.97
Total Professional Services	<u>\$ 52,537.46</u>
Administrative Expenses	
Rent & Storage	1,920.00
Postage	
Printing and Copying	53.64
Office Supplies	41.00
Information Technology	683.00
Hardware & Software	390.00
Web Site Expense	20.57
Telephone	43.60
Insurance	502.00
Conferences & Meetings	
Speaker Fees	
Total 66000 Administrative Expenses	<u>\$ 3,653.81</u>
Total Expenditures	<u>\$ 59,120.56</u>
Net Revenue	<u>\$ 879.44</u>

Emily Hama



Kayla B Mitchell
 14th November 2022



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7367

Title:

Approve and adopt a resolution authorizing the Chairman to execute a Subordination of County Drainage or Utility Interests conveying property (Parcel Nos. 104.3, 105.2, 110.5, 112.3, 115.2, 117.3, 120.3, 121.3, 122.3, 132.3, 123.2, 125.2, 133.3, 134.3) for the State Road 400 (I-4) Improvement Project. FDOT FP#242592-4. District4 - Lockhart (**Jean Jreij, Public Works Director**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij

Contact/Phone Number:

Neil Newton.407-665-5711

Background:

A necessity exists for certain interests now owned by Seminole County (Parcel Nos. 104.3, 105.2, 110.5, 112.3, 115.2, 117.3, 120.3, 121.3, 122.3, 132.3, 123.2, 125.2, 133.3, 134.3) to be subordinated to the Florida Department of Transportation for the State Road 400 Road Improvement Project (FDOT FP#242592-4).

Staff Recommendation:

Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Subordination of County Drainage or Utility interests in favor of FDOT (Parcel Nos. 104.3, 105.2, 110.5, 112.3, 115.2, 117.3, 120.3, 121.3, 122.3, 132.3, 123.2, 125.2, 133.3, 134.3) for the SR 400 Road Improvement Project (FDOT FP #242592-4).

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

SUBORDINATION OF COUNTY DRAINAGE OR UTILITY
INTERESTS IN FAVOR OF THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION, IN LAND IDENTIFIED AS
PARCEL NUMBERS 104.3, 105.2, 110.5, 112.3, 132.3,
115.2, 117.3, 120.3, 121.3, 122.3, 123.2, 125.2,
133.3, 134.3, SECTION NO. 77160, IN CONJUNCTION WITH
THE STATE ROAD 400, I-4 IMPROVEMENT PROJECT; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road 400, Section 77160, FDOT FPN 242592-4, in Seminole County, Florida; and

WHEREAS, it is necessary that certain drainage or utility interests and rights now owned by Seminole County be subordinated to the rights of the State of Florida Department of Transportation; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Numbers 104.3, 105.2, 110.5, 112.3, 132.3, 115.2, 117.3, 120.3, 121.3, 122.3, 123.2, 125.2, 133.3, 134.3 Section No. 77160; and

WHEREAS, the State of Florida Department of Transportation has made application to Seminole County to execute and deliver a Subordination of County Drainage or Utility Interests Agreement (Attachments 1-13) in favor of the State of Florida Department of Transportation, subordinating the rights that the County has in and to these lands required for transportation purposes, and this request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a Subordination of County Drainage or Utility Interests is for transportation purposes which are in the public or community interest and for public welfare; that a Subordination of County Drainage or Utility Interests in favor of the State of Florida, Department of Transportation, identified as Parcel Number 104.3, 105.2, 110.5, 112.3, 132.3, 115.2, 117.3, 120.3, 121.3, 122.3, 123.2, 125.2, 133.3, 134.3, Section No. 77160, has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS 10TH DAY OF JANUARY, 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

AMY LOCKHART, Chairman

23-UTL02-10/11

April 7, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 104.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 104
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

Lot 3, TOPGOLF-A REPLAT, Plat Book 84, Pages 30 through 33, inclusive, of the

PARCEL NO. 104.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

Public Records of Seminole County, Florida.

(Said property being a portion of the lands described in Official Records Book 8194, Page 1 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a found 3-inch by 3-inch concrete monument with disk stamped "TINKLEPAUGH SURVEYING PRM 3517" marking the southwest corner of Lot 2, TOPGOLF-A REPLAT, as recorded in Plat Book 84, Pages 30 through 33, inclusive, Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project Number 242592-4, said point being on the existing easterly Limited Access Right of Way line of State Road Number 400 (Interstate Highway Number 4) as shown on said Right of Way Map; thence run North 48°00'52" East along said existing easterly Limited Access Right of Way line 375.95 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1265.92 feet and a chord bearing of North 40°16'32" East; thence run northeasterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 15°28'40" a distance of 341.97 feet to the southwest corner of Lot 1 of said TOPGOLF-A REPLAT, said point being on a curve, concave southerly, having a radius of 544.10 feet and a chord bearing of North 77°13'11" East; thence departing said existing easterly Limited Access Right of Way line, from a tangent bearing of North 65°22'26" East, run easterly along the arc of said curve and along the south line of said Lot 1, through a central angle of 23°41'30" a distance of 224.98 feet to the point of tangency; thence continue along said south line North 89°03'56" East 223.71 feet; thence continue along said south line South 77°02'53" East 50.00 feet; thence continue along said south line North 89°03'56" East 525.76 feet; thence continue along said south line South 00°56'04" East 4.33 feet; thence continue along said south line North 89°03'56" East 25.03 feet to a point on a curve, concave westerly, having a radius of 75.00 feet and a chord bearing of South 23°34'04" East; thence, from a tangent bearing of South 46°37'37" East, run southerly along the arc of said curve and along said south line, through a central angle of 46°07'05" a distance of 60.37 feet to the point of tangency; thence continue along said south line North 89°53'45" East 3.57 feet to the southeast corner of said Lot 1, also being a point on the existing westerly right of way line of Lake Emma Road, a 100 foot wide right of way, as recorded in Official Records Book 319, Page 138 and Official Records Book 1217, Page 415 of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence, departing said south line, run South 00°10'06" East, along the east line of said Lot 2 and along said westerly existing right of way line 249.80 feet to the southeast corner of said Lot 2, also being the northeast corner of Lot 3 of said TOPGOLF-A REPLAT, said point being the POINT OF BEGINNING; thence continue South 00°10'06" East, along said existing westerly right of way line of Lake Emma Road, 198.87 feet to the beginning of a curve concave westerly having a radius of 632.63 feet and a chord bearing of South 01°12'18" West; thence run southerly along the arc of said curve, continuing along said existing westerly right of way line, through a central angle of 02°44'49" a

PARCEL NO. 104.3
SECTION 77160
F.P. NO. 242592 4
PAGE 3

distance of 30.33 feet; thence, departing said westerly existing right of way line, run North 00°30'31" West 80.00 feet; thence South 89°34'01" West 7.67 feet; thence North 00°24'39" West 16.00 feet; thence North 89°34'01" East 7.65 feet; thence North 00°30'31" West 132.73 feet to a point on the north line of said Lot 3; thence North 77°28'41" East, along said north line, 2.13 feet to the POINT OF BEGINNING.

Containing 437 square feet, more or less.

RECORDED

North Point Reclaimed Water Flow, Distribution, Delivery and Spray Easement recorded in ORB 2042, Page 928; Customer Agreement for Reclaimed Water Rates recorded in ORB 9671, Page 298 in favor of Seminole County, a public subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must

PARCEL NO. 104.3
SECTION 77160
F.P. NO. 242592 4
PAGE 4

supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.

3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

(THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

PARCEL NO. 104.3
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 104.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

As authorized for execution by the Board of
County Commissioners at their
_____, _____ regular
meeting

COUNTY ATTORNEY

23-UTL02-10/11

March 22, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 105.2

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 105
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"PARCEL1

PARCEL NO. 105.2
SECTION 77160
F.P. NO. 242592 4
PAGE 2

Lot 3 of CORPORATE POINTE, according to the plat thereof, as recorded in Plat Book 45, at pages 30 and 31, of the Public Records of Seminole County, Florida."

(Said property being the same lands as described in Official Records Book 6664, page 173 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a 3-inch by 3-inch concrete monument with disk stamped "TINKLEPAUGH SURVEYING PRM 3517" marking the southwest corner of Lot 3, NORTH POINT – REPLAT ONE, as recorded in Plat Book 44, pages 14 through 19, partially vacated by the City of Lake Mary, ordinance number 790, as recorded in Official Records Book 3082, page 1336, both of the Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4, said point being on the existing easterly Limited Access Right of Way line of State Road No. 400 (Interstate Highway No. 4) as shown on said Right of Way Map; thence run North 48°00'52" East along said existing easterly Limited Access Right of Way line a distance of 375.95 feet to the point of curvature of a curve concave northerly having a radius of 1265.92 feet and a chord bearing of North 37°55'50" East; thence run northeasterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 20°10'02" a distance of 445.59 feet to the point of tangency; thence run North 27°50'49" East and continue along said existing easterly Limited Access Right of Way line a distance of 352.83 feet to a point on the westerly boundary of Lot 3, CORPORATE POINTE, as recorded in Plat Book 45, pages 30 and 31, of said Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said existing easterly Limited Access Right of Way line, run South 00°13'40" East along the westerly boundary of said Lot 3 a distance of 198.89 feet for a Point of Beginning, said point also being a point on a curve concave northeasterly having a radius of 265.02 feet and a chord bearing of South 71°44'15" East; thence from a tangent bearing of South 64°45'19" East departing said west line, run southeasterly along the arc of said curve through a central angle of 13°57'51" a distance of 64.59 feet to the end of said curve; thence run North 89°03'56" East a distance of 545.98 feet to a point on the southerly boundary of Lot 5, said CORPORATE POINTE, as shown on said Right of Way Map; thence run South 62°33'23" East along said southerly boundary a distance of 48.53 feet to the point of curvature of a curve concave northeasterly having a radius of 35.50 feet and a chord bearing of South 76°22'12" East; thence run southeasterly along the arc of said curve continuing along said southerly boundary through a central angle of 27°37'38" a distance of 17.12 feet to the point of tangency; thence run North 89°48'59" East continuing along said southerly line a distance of 183.20 feet to a point on the existing westerly Right of Way line of Lake Emma Road, a 100 foot wide Right of Way, per Official Records Book 319, page 138 and Official Records Book 1217, page 415 of said Public Records of Seminole County, Florida as shown on said Right of Way Map; thence departing said southerly line, run South 00°13'26" East along said existing

PARCEL NO. 105.2
SECTION 77160
F.P. NO. 242592 4
PAGE 3

westerly Right of Way line a distance of 67.74 feet to a point on the south line of aforesaid Lot 3, CORPORATE POINTE as shown on said Right of Way Map; thence departing said existing westerly Right of Way Line, run South 89°45'50" West along said south line a distance of 849.68 feet to a point on aforesaid west line of said Lot 3; thence run North 00°13'40" West along said west line a distance of 108.30 feet to the Point of Beginning.

Containing 1.672 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property.

RECORDED

Utility Agreement for Sewer Services in favor of Seminole County, a political subdivision of the State of Florida recorded in ORB 2153, Page 1167 and ORB 2153, Page 1188; Amendment to agreement recorded in ORB 2408, Page 501, Second Amendment to agreement recorded in 2420, Page 1614 and Third Amendment to agreement recorded in ORB 2570, Page 354; Reclaimed water flow, distribution delivery and Spray Easement recorded in ORB 2408, Page 690, Corrected in ORB 2570, Page 342; Utility Agreement for Sewer Service recorded in ORB 2408, Page 641, Reclaimed water flow, distribution, delivery and spray easement recorded in ORB 2420, Page 1606 and First Amendment to Utility Agreement for Sewer Service recorded in ORB 2536, Page 1114, of Public Records of Seminole County, Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said

PARCEL NO. 105.2
SECTION 77160
F.P. NO. 242592 4
PAGE 4

lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 105.2
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 105.2
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY

23-UTL02-10/11

March 17, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
STATE ROAD 400
COUNTY SEMINOLE

SUBORDINATION OF COUNTY DRAINAGE INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities (all references to "utility", "facilities", and "utility facilities" herein include drainage facilities and structures of any nature whatsoever) so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 110
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
PAGE 2

PARCEL 4 (FEE SIMPLE ESTATE)

Lot 14, COLONIAL TOWNPARK REPLAT, according to the plat thereof recorded in Plat Book 76, pages 42 through 49, inclusive, Public Records of Seminole County, Florida.

And:

Any portion of land lying south of the monumented south boundary of Lot 14 of COLONIAL TOWNPARK REPLAT, according to the plat thereof as recorded in Plat Book 76, pages 47 through 49, inclusive, Public Records of Seminole County, Florida, and lying north of the existing north right of way line of County Road No. 46A (H.E. Thomas, Jr. Parkway), as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4.

(Said property being a portion of the lands as described in Official Records Book 8717, page 629 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at 4-inch by 4-inch concrete monument with disk stamped "PRMLB1221" marking the southwest corner of Lot 15 per found monumentation, COLONIAL TOWNPARK REPLAT, as recorded in Plat Book 76, pages 42 through 49 of the Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run South 00°00'37" East along a southerly projection of the west line of said Lot 15 a distance of 0.57 feet to a point on the existing north Right of Way line of County Road No. 46A as shown on said Right of Way Map; thence departing said southerly projection, run South 89°49'12" East along said existing north Right of Way Line a distance of 339.07 feet for a Point of Beginning; thence run South 89°49'12" East continuing along said existing north Right of Way Line a distance of 7.98 feet to a point on the existing north Limited Access Right of Way line of County Road No. 46A as shown on said Right of Way Map; thence departing said existing north Right of Way Line, continue South 89°49'12" East now along the existing north Limited Access Right of Way Line a distance of 199.52 feet to a point on the southerly projection of the east line of Lot 14, said COLONIAL TOWNPARK REPLAT, per found monumentation, as shown on said Right of Way Map; thence departing said existing north Limited Access Right of Way Line, run North 00°11'01" East along said southerly projection and said east line, a distance of 7.46 feet to a point on the east line of said Lot 14, designated as Point "A"; thence departing said east line, run North 89°49'12" West 192.02 feet to a point designated as Point "B"; thence run North 50°07'53" West a distance of 11.02 feet; thence run North 89°49'12" West a distance of 29.40 feet to a point on the existing easterly Right of Way Line of Colonial

PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
PAGE 3

Center Parkway a 56 foot wide private roadway, COLONIAL TOWNPARK REPLAT, per Plat Book 76, pages 42 through 49 of the Public Records of Seminole County, Florida as shown on said Right of Way Map, said point also being on a curve concave northeasterly having a radius of 25.00 feet and a chord bearing of South 58°00'22" East; thence from a tangent bearing South 26°11'17" East run southeasterly along the arc of said curve and said existing easterly Right of Way Line through a central angle of 63°38'11" a distance of 27.77 feet to the end of said curve; thence departing said existing easterly Right of Way Line, run South 00°10'48" West a distance of 0.60 feet to the Point of Beginning.

Containing 1,850 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property along the courses and distances between Points "A" and "B" described above.

RECORDED

Emergency Drainage Easement dedicated in Colonial Townpark Replat recorded in Plat Book 76, Page 42 in favor of Seminole County, a political subdivision of the state of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities

PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
PAGE 4

outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 110.5
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

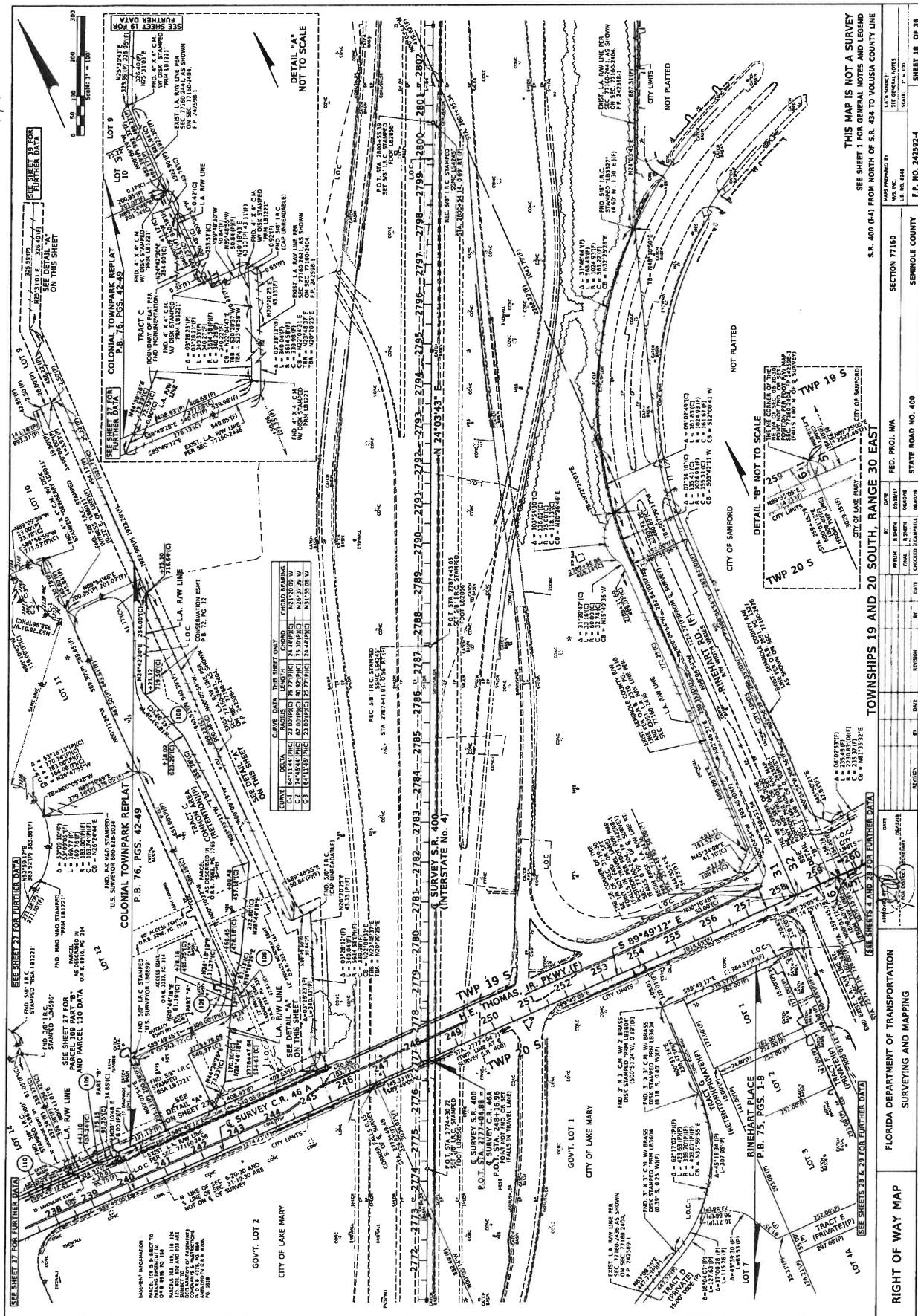
By: _____
AMY LOCKHART, Chairman

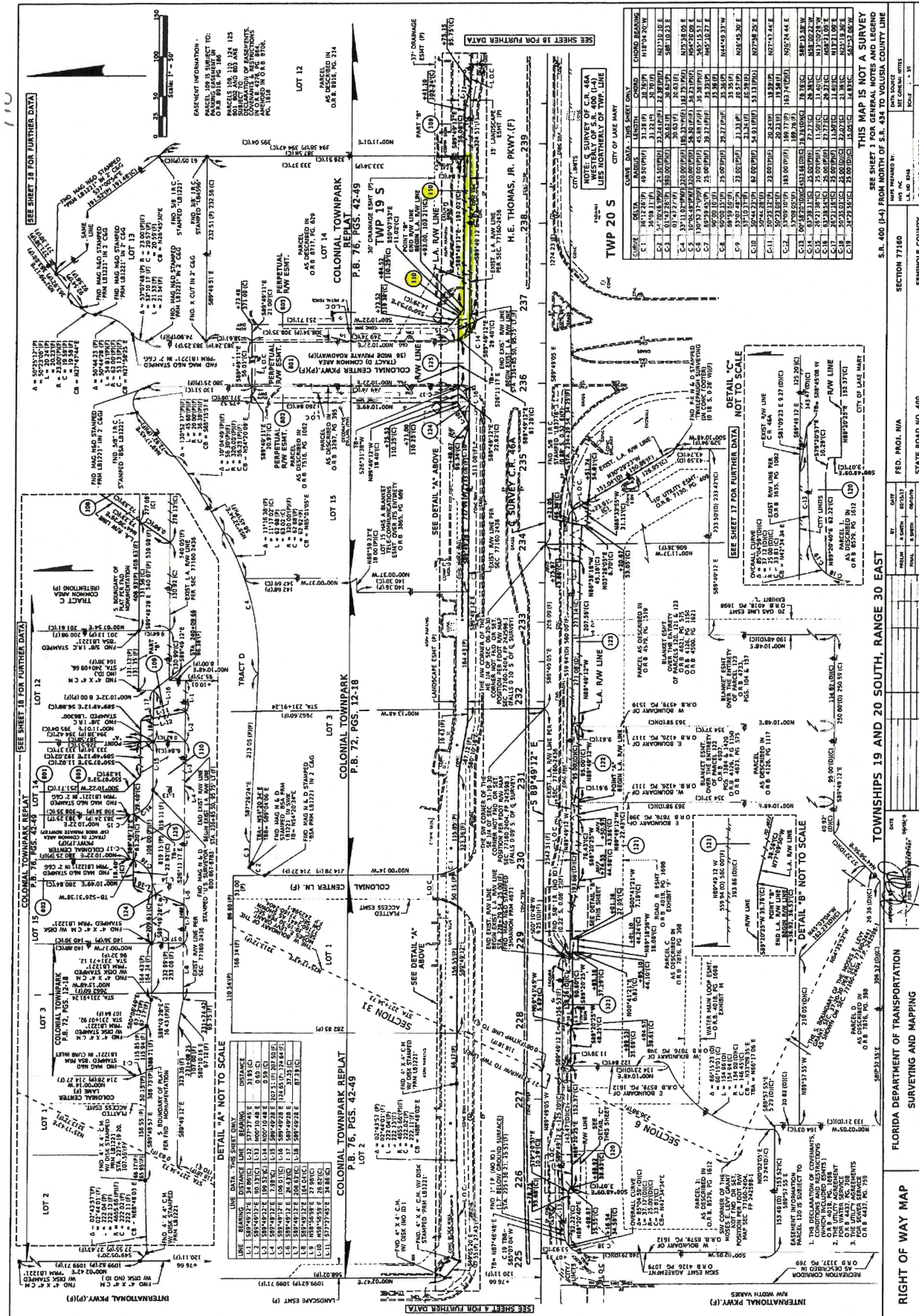
Date: _____

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

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

COUNTY ATTORNEY





										SECTION 7180										STATE ROAD NO. 400										SEMI-ANNUAL										F.P. NO. 242392-4										SHEET 27 OF 36																			
REVISION										DATE										BY										CHECKED										APPROVED										F.P. NO. 242392-4										SHEET 27 OF 36									

23-UTL02-10/11

April 1, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 112.3, 132.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 112
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"PARCEL 1:

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West along the East line of said Northwest $\frac{1}{4}$, 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to the Point of Beginning, said point being on the West Right of Way line of County Road 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet; thence South 89 degrees 56 minutes 12 seconds West 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West 340.16 feet to the Southerly Right of Way line of Orange Boulevard; thence South 58 degrees 30 minutes 44 seconds East, along said Southerly Right of Way line 251.83 feet to a point on a curve; thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 123.00 feet; a delta of 58 degrees 06 minutes 56 seconds, a chord bearing of South 29 degrees 27 minutes 16 seconds East, and an arc length of 124.76 to a point of tangency; thence South 00 degrees 23 minutes 48 seconds East, along the West Right of Way line of County Road No. 15, a distance of 63.41 feet to the Point of Beginning. Less that part of Road Right of Way as shown in the Warranty Deed recorded in Official Records Book 2121, Page 821.

PARCEL 2:

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West, along the East line of said Northwest $\frac{1}{4}$, a distance of 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to a point on the West Right of Way line of County Road No. 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet along said West Right of Way line to the Point of Beginning; thence continue South 00 degrees 23 minutes 48 seconds East, 38.00 feet along said West Right of Way line; thence South 89 degrees 56 minutes 12 seconds West, 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West, 38.00 feet; thence North 89 degrees 56 minutes 12 seconds East, 271.87 feet to the Point of Beginning.

TOGETHER WITH easements as set out in Official Records Book 2092, Page 168; Official Records Book 2092, Page 172; and Official Records Book 2121, Page 826"

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 3

(Said property being the same lands as described in Official Records Book 3586, page 467 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a magnetic nail with disk stamped "GAIL B 3604 BL SURVEY E S" marking the northeast corner of the southwest corner of Section 21, Township 19 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run North 00°19'46" West along the east line of the northwest quarter of said Section 21 a distance of 1317.93 feet to a magnetic nail with disk stamped "GAI BL SURVEYS LB 3604" marking the southeast corner of the northeast quarter of the northwest quarter of said Section 21, as shown on said Right of Way Map; thence run North 00°16'40" West along the east line of the northwest quarter of said Section 21 a distance of 431.30 feet; thence departing said east, line run South 89°43'20" West a distance of 72.61 feet to a point on the existing westerly Right of Way Line of County Road No. 15 as shown on said Right of Way Map for a Point of Beginning; thence continue South 89°43'20" West along said existing westerly Right of Way Line a distance of 7.90 feet; thence run South 00°16'40" East and continue along said existing westerly Right of Way Line a distance of 15.22 feet to a point on the boundary of Lot 1, SANFORD I-4 CENTER as recorded in Plat Book 80, pages 3 through 5 of the Public Records of Seminole County, Florida; thence departing said existing westerly Right of Way Line, run North 89°56'40" West along said boundary a distance of 181.51 feet to a point being 53.00 feet distant from a corner in said boundary and the west boundary of Block 5, TOWN OF MONROE AS SHOWN IN PLAT OF SAINT JOSEPH, as recorded in Plat Book 1, page 97 of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said boundary of Lot 1, SANFORD I-4 CENTER run North 00°16'40" West parallel with and 53.00 feet easterly of as measured perpendicularly to said west boundary of Block 5 a distance of 284.92 feet to the point of curvature of a curve concave easterly having a radius of 66.00 feet and a chord bearing of North 05°41'04" East; thence run northerly along the arc of said curve through a central angle of 11°55'28" a distance of 13.74 feet to the end of said curve; thence departing said curve run North 51°36'45" West a distance of 53.92 feet; thence run South 89°43'20" West a distance of 12.32 feet to a point on the aforesaid boundary of Lot 1, SANFORD I-4 CENTER and a point on the west boundary of Block 4 of the aforesaid TOWN OF MONROE AS SHOWN ON PLAT OF SAINT JOSEPH; thence run North 00°16'40" East along said boundary a distance of 46.06 feet to a point on the existing westerly Right of Way Line of Orange Boulevard as shown on said Right of Way Map; thence departing said west line, run South 58°16'05" East along said existing westerly Right of Way Line a distance of 217.93 feet; thence run South 36°11'43" West continuing along said existing westerly Right of Way Line a distance of 5.19 feet; thence run South 00°16'40" East continuing along said existing westerly Right of Way Line a distance of 13.00 feet; thence run South 89°57'17" East continuing along said existing westerly Right of Way Line a distance of 30.86 feet to the beginning of a non-tangent curve concave southwesterly having a radius of

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 4

123.00 feet and a chord bearing of South 40°28'41" East; thence from a tangent bearing of South 55°16'42" East run southeasterly along the arc of said curve continuing along said existing westerly Right of Way Line through a central angle of 29°36'01" a distance of 63.54 feet to the end of said curve, said point also being a point on the aforesaid existing westerly Right of Way Line of County Road No. 15 as shown on said Right of Way Map; thence run South 05°24'48" West along said existing westerly Right of Way Line a distance of 63.04 feet; thence run South 04°28'45" West continuing along said existing westerly Right of Way Line a distance of 53.91 feet; thence run South 00°16'40" East continuing along said existing westerly Right of Way Line a distance of 66.83 feet to the Point of Beginning.

Containing 1.301 acres, more or less.

AND

PARCEL NO. 132
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"PARCEL 1:

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West along the East line of said Northwest $\frac{1}{4}$, 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to the Point of Beginning, said point being on the West Right of Way line of County Road 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet; thence South 89 degrees 56 minutes 12 seconds West 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West 340.16 feet to the Southerly Right of Way line of Orange Boulevard; thence South 58 degrees 30 minutes 44 seconds East, along said Southerly Right of Way line 251.83 feet to a point on a curve; thence Southeasterly along the arc of said curve being concave to the Southwest, having a radius of 123.00 feet; a delta of 58 degrees 06 minutes 56 seconds, a chord bearing of South 29 degrees 27 minutes 16 seconds East, and an arc length of 124.76 to a point of tangency; thence South 00 degrees 23 minutes 48 seconds East, along the West Right of Way line of County Road No. 15, a distance of 63.41 feet to the Point of Beginning. Less that part of Road Right of Way as shown in the Warranty Deed recorded in Official Records Book 2121, Page 821.

PARCEL NO. 112.3, 132.3
SECTION 77160
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PAGE 5

PARCEL 2:

That part of Blocks 4 and 5 and vacated street between Blocks 4 and 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Seminole County, Florida, described as follows: From the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, thence North 00 degrees 23 minutes 48 seconds West, along the East line of said Northwest $\frac{1}{4}$, a distance of 494.73 feet; thence South 89 degrees 36 minutes 12 seconds West, 43.00 feet to a point on the West Right of Way line of County Road No. 15; thence South 00 degrees 23 minutes 48 seconds East, 40.87 feet along said West Right of Way line to the Point of Beginning; thence continue South 00 degrees 23 minutes 48 seconds East, 38.00 feet along said West Right of Way line; thence South 89 degrees 56 minutes 12 seconds West, 271.87 feet; thence North 00 degrees 23 minutes 48 seconds West, 38.00 feet; thence North 89 degrees 56 minutes 12 seconds East, 271.87 feet to the Point of Beginning."

(Said property being the same lands as described in Official Records Book 3586, page 467 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a magnetic nail with disk stamped "GAI LB 3604 BL SURVEY E S" marking the northeast corner of the southwest corner of Section 21, Township 19 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run North $00^{\circ}19'46''$ West along the east line of the northwest quarter of said Section 21 a distance of 1317.93 feet to a magnetic nail with disk stamped "GAI BL SURVEYS LB 3604" marking the southeast corner of the northeast quarter of the northwest quarter of said Section 21, as shown on said Right of Way Map; thence run North $00^{\circ}16'40''$ West along the east line of the northwest quarter of said Section 21 a distance of 431.30 feet; thence departing said east, line run South $89^{\circ}43'20''$ West a distance of 72.61 feet to a point on the existing westerly Right of Way Line of County Road No. 15 as shown on said Right of Way Map; thence continue South $89^{\circ}43'20''$ West along said existing westerly Right of Way Line a distance of 7.90 feet; thence run South $00^{\circ}16'40''$ East and continue along said existing westerly Right of Way Line a distance of 15.22 feet to a point on the boundary of Lot 1, SANFORD I-4 CENTER as recorded in Plat Book 80, pages 3 through 5 of the Public Records of Seminole County, Florida; thence departing said existing westerly Right of Way Line, run North $89^{\circ}56'40''$ West along said boundary a distance of 181.51 feet for a Point of Beginning, said point being 53.00 feet distant from a corner in said boundary and a point on the west boundary of Block 5, TOWN OF MONROE

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

AS SHOWN IN PLAT OF SAINT JOSEPH, as recorded in Plat Book 1, page 97 of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said boundary of Lot 1, SANFORD I-4 CENTER run North 00°16'40" West parallel with and 53.00 feet easterly of as measured perpendicularly to said west boundary of Block 5 a distance of 284.92 feet to the point of curvature of a curve concave easterly having a radius of 66.00 feet and a chord bearing of North 05°41'04" East; thence run northerly along the arc of said curve through a central angle of 11°55'28" a distance of 13.74 feet to the end of said curve; thence departing said curve run North 51°36'45" West a distance of 53.92 feet; thence run South 89°43'20" West a distance of 12.32 feet to a point on the aforesaid boundary of Lot 1, SANFORD I-4 CENTER and a point on the west boundary of Block 4 of the aforesaid TOWN OF MONROE AS SHOWN ON PLAT OF SAINT JOSEPH; thence run South 00°16'40" East along said boundary a distance of 331.93 feet; thence departing said west boundary of Block 5 run South 89°56'40" East and continue along said boundary of Lot 1, SANFORD I-4 CENTER a distance of 53.00 feet to the Point of Beginning.

Containing 16,946 square feet, more or less.

RECORDED

Utility Agreement in favor of Seminole County, a political subdivision of the State of Florida recorded in ORB 2090, Page 478;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 7

outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 8

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 112.3, 132.3
SECTION 77160
F.P. NO. 242592 4
PAGE 9

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY

23-UTL02-10/11

March 26, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 115.2

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 115
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"Lot 1, Block "A", of SANFORD FARMS, according to plat recorded in Plat Book 1,

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 2

Pages 127 and 128 of the Public Records of Seminole County, Florida; (LESS: The north 372 feet of said Lot 1, Block A; ALSO LESS: that portion of said Lot 1, Block A, lying East of a line beginning on the North line of Orange Boulevard at a point 578 feet Easterly from the SW Corner of said Lot 1, Block A, and running North 30 feet to the right-of-way of the Atlantic Coast Line Railroad: AND ALSO LESS: Beginning at the SW Corner of said Lot 1, Block A, running North 306 feet, thence East 8 feet, thence South to Orange Boulevard, thence West 8 feet to beginning: AND ALSO LESS: State Road right-of-way for state road.)"

(Being lands described in Official Records Book 567, page 564.)

"Lot 2, of Block "A", according to Title Bond and Guarantee Company's Plat of Sanford Farms as recorded in Plat Book 1, Pages 127 and 128 of the Public Records of Seminole County, Florida, (LESS: State Road right-of-way)."

(Being lands described in Official Records Book 568, page 196.)

"PARCEL NO. 1 – The North 372 feet of lot 1, Block "A" of Sanford Farms, according to Plat Book 1, page 127, 128 and 128 1/2, Public Records of Seminole County, Florida.

PARCEL 3B – Lot 3, Block A of Sanford Farms, according to Plat Book 1, page 127, 128 and 128 1/2, Public Records of Seminole County, Florida, LESS the South 200' thereof.

PARCEL NO. 10 – The West 8 feet of the South 306 feet of Lot 1, Block "A" of Sanford Farms, according to Plat Book 1, page 127, 128 and 128 1/2, Public Records of Seminole County, Florida."

(Said property being a portion of the lands as described in Official Records Book 645, page 281, all of the Public Records of Seminole County, Florida.)

LESS:

"PARCEL NO. 112

A portion of Lots 1 thru 3, Block "A", Sanford Farms, according to Plat Book 1, Page 128, Public Records of Seminole County, Florida, except State Road Right of Way, being more particularly described as follows:

COMMENCING at a 3/4" Iron Pipe at the intersection of Monroe School Road and

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 3

Monroe Street (C.R. 15), being the Southeast Corner of the Town of Monroe as shown in Plat of Saint Joseph, according to Plat Book 1, page 97, Public Records of Seminole County and as shown on Florida Department of Transportation Right of Way Map, Section 77160-2404; thence North $00^{\circ} 16' 40''$ West, along the centerline of said Monroe Street (C.R. 15), a distance of 202.206 meters (663.41 feet) to a Bolt and Disk at the intersection with the centerline of Orange Boulevard, as shown on said Right of Way Map; thence North $54^{\circ} 26' 27''$ West, along said centerline of Orange Boulevard, 261.894 meters (859.23 feet) to the intersection with the centerline of State Road 400, as shown on said Right of Way Map; thence continuing North $54^{\circ} 26' 27''$ West, along said centerline of Orange Boulevard, 18.288 meters (60.00 feet) to the beginning of a curve, compound Southerly, having a radius of 77.724 meters (255.00 feet), a central angle of $25^{\circ} 48' 40''$ and a chord bearing of North $67^{\circ} 20' 47''$ West; thence Westerly, along the arc of said curve and said centerline of Orange Boulevard, 35.014 meters (114.88 feet); thence departing said centerline, from a tangent bearing of North $80^{\circ} 15' 07''$ West run North $27^{\circ} 43' 28''$ East, 22.182 meters (72.78 feet) to the existing Northerly Right of Way Line of Orange Boulevard, and the Point of Beginning; thence continue North $27^{\circ} 43' 28''$ East, 31.201 meters (102.36 feet) to the existing Westerly Right of Way Line of the C.S.X. Railroad, being a curve, compound Easterly, having a radius of 451.925 meters (1482.69 feet), a central angle of $02^{\circ} 19' 08''$ and a chord bearing of South $39^{\circ} 30' 45''$ East; thence from a tangent bearing of South $38^{\circ} 21' 11''$ East, run Southerly, along the arc of said curve, 18.290 meters (60.01 feet) to the existing Northwesterly Right of Way Line of said State Road 400; thence South $41^{\circ} 32' 29''$ West, along said Northwesterly Right of Way Line, 22.626 meters (74.23 feet) to said Northerly Right of Way Line of Orange Boulevard, being a curve compound Southerly, having a radius of 99.060 meters (325.00 feet), a central angle of $06^{\circ} 44' 56''$ and a chord bearing of North $72^{\circ} 54' 53''$ West; thence from a tangent bearing of North $69^{\circ} 32' 25''$ West run Westerly, along the arc of said curve, 11.668 meters (38.28 feet) to the Point of Beginning.

CONTAINING 380.7 square meters (4098 square feet), more or less."

(Said property being the same lands as described in Official Records Book 4461, page 264, all of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a 3-inch by 4-inch aluminum plate stamped "DOT 17-16 20-21 T19 R30" marking the northwest corner of the northwest quarter of Section 21, Township 19 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run North $89^{\circ} 02' 56''$ East along the north line of the northwest

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 4

quarter of said Section 21 a distance of 2088.24 feet to a point on the Centerline of Survey of State Road No. 400 as shown on said Right of Way Map; thence departing said north line, run South 41°32'29" West along said Centerline of Survey a distance of 156.58 feet to a point on the existing southerly Right of Way Line of C.F.C.R.T. (SUNRAIL) Segment "C" Mainline, said point also being a point on a curve concave northeasterly having a radius of 1482.69 feet and a chord bearing of North 42°21'15" West; thence departing said Centerline of Survey from a tangent bearing of North 46°24'28" West, run northwesterly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 08°06'25" a distance of 209.79 feet to a point on the existing westerly Right of Way Line of State Road No. 400 as shown on said Right of Way Map for a Point of Beginning; thence departing said existing southerly Right of Way Line, run South 27°43'28" West along said existing westerly Right of Way Line a distance of 98.80 feet to a point on the existing northerly Right of Way Line of Orange Boulevard, said point also being the beginning of a non-tangent curve concave southerly having a radius of 325.00 feet and a chord bearing of North 82°08'00" West; thence from a tangent bearing of North 76°17'21" West run westerly along the arc of said curve and said existing northerly Right of Way Line through a central angle of 11°41'17" a distance of 66.30 feet to a point on a curve concave southeasterly and having a radius of 3745.00 feet and a chord bearing of North 41°44'55" East; thence departing said existing northerly Right of Way Line from a tangent bearing of North 40°41'19" East, run northeasterly along the arc of said curve through a central angle of 02°07'11" a distance of 138.54 feet to a point on the aforesaid existing southerly Right of Way Line of C.F.C.R.T. (SUNRAIL) Segment "C" Mainline, said point also being a point on a curve concave northeasterly having a radius of 1482.69 feet and a chord bearing of South 37°41'29" East; thence from a tangent bearing of South 37°04'55" East run southeasterly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 01°13'07" a distance of 31.54 feet to the Point of Beginning.

Containing 5,206 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property.

RECORDED

Easements now held by Seminole County, a political subdivision of the State of Florida, recorded in ORB 1041, page 471 and ORB 1388, page 790, along with Assignment in ORB 2089, page 1740 and Bill of Sale in ORB 2089, page 1741 and Assignment of Easements in ORB 2089, page 1743;

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 5

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 115.2
SECTION 77160
F.P. NO. 242592 4
PAGE 7

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

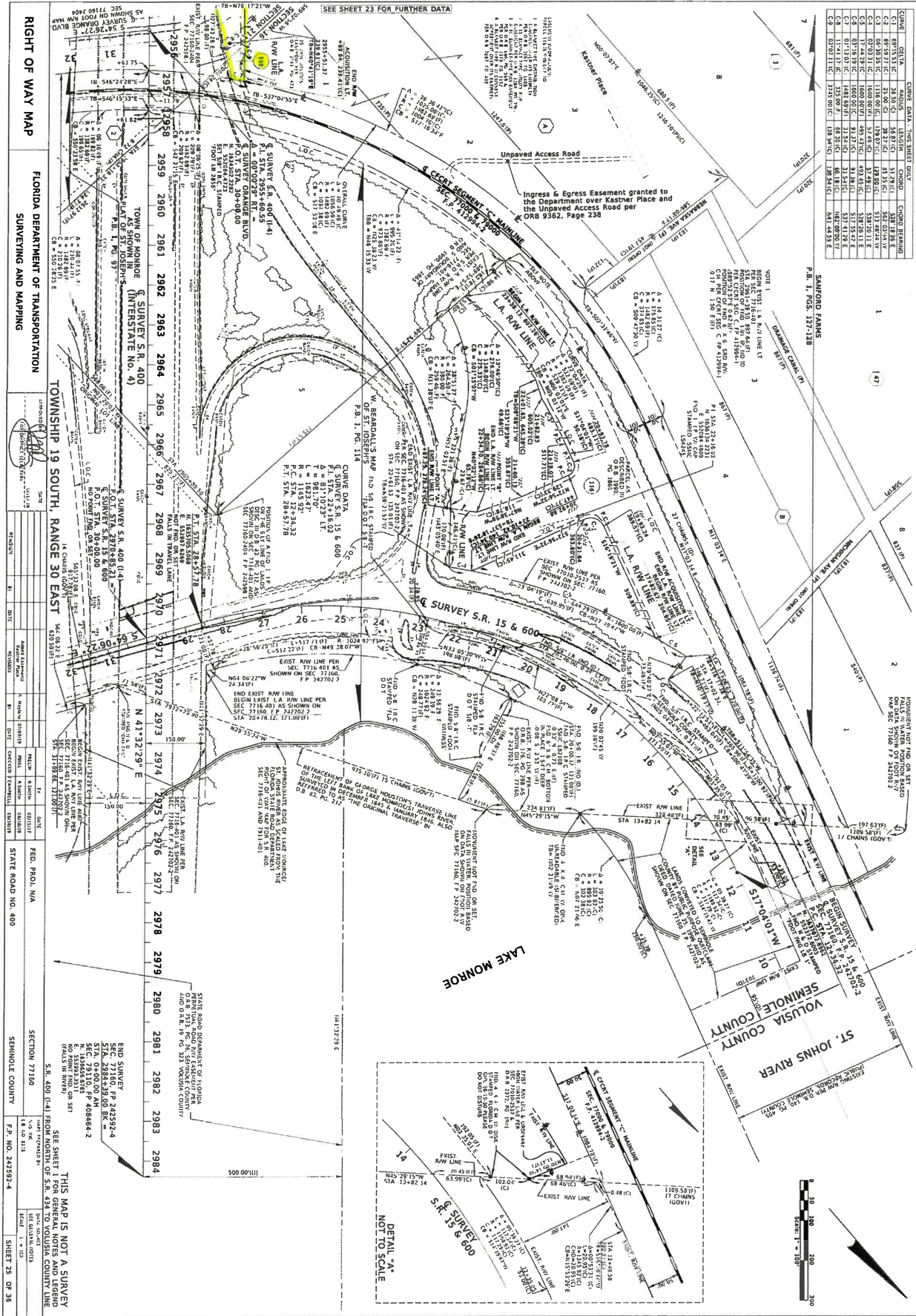
By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY



1

CHORD	CHORD DATA - THIS SHEET ONLY
C1	89.1531 C
C2	89.1531 C
C3	89.1531 C
C4	89.1531 C
C5	89.1531 C
C6	89.1531 C
C7	89.1531 C
C8	89.1531 C
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23-UTL02-10/11

March 29, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 117.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 117
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"Lot 5, CORPORATE POINTE, according to the Plat thereof as recorded in Plat

PARCEL NO. 117.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

Book 45, Pages 30 and 31, Public Records of Seminole County, Florida

LESS THE FOLLOWING PORTION OF SAID LOT 5:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 5 FOR A POINT OF BEGINNING, THENCE RUN N00°10'40"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAKE EMMA ROAD A DISTANCE OF 78.78 FEET TO A TANGENTIAL CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1004.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 1°03'30", A CHORD BEARING OF N00°42'25"E, A CHORD DISTANCE OF 18.56 FEET, FOR AN ARC DISTANCE OF 18.56 FEET; THENCE LEAVING SAID CURVE RUN N88°45'50"W ALONG A RADIAL LINE TO SAID CURVE A DISTANCE OF 3.50 FEET TO A TANGENTIAL CONCAVE EASTERLY HAVING A RADIUS OF 1008.43 FEET (SAID CURVE HAS A COMMON CENTER RADIUS AS PREVIOUS CURVE); THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 1°03'30", A CHORD BEARING OF S00°42'25"W, A CHORD DISTANCE OF 18.63 FEET; FOR AN ARC DISTANCE OF 18.63 FEET; THENCE RUN S00°10'40"W PARALLEL TO SAID WESTERLY RIGHT-OF-WAY LINE OF LAKE EMMA ROAD A DISTANCE OF 78.78 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE RUN S89°51'45"E ALONG SAID SOUTH LINE A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING"

(Said property being the same lands as described in Official Records Book 3822, page 973 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a 3-inch by 3-inch concrete monument with disk stamped "TINKLEPAUGH SURVEYING PRM 3517" marking the southwest corner of Lot 3, NORTH POINT – REPLAT ONE, as recorded in Plat Book 44, pages 14 through 19, partially vacated by the City of Lake Mary, ordinance number 790, as recorded in Official Records Book 3082, page 1336, both of the Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4, said point being on the existing easterly Limited Access Right of Way line of State Road No. 400 (Interstate Highway No. 4) as shown on said Right of Way Map; thence run North 48°00'52" East along said existing easterly Limited Access Right of Way line a distance of 375.95 feet to the point of curvature of a curve concave northerly having a radius of 1265.92 feet and a chord bearing of North 37°55'50" East; thence run northeasterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 20°10'02" a distance of 445.59 feet to the point of tangency; thence run North 27°50'49" East and continue along said existing easterly Limited

PARCEL NO. 117.3
SECTION 77160
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Access Right of Way line a distance of 352.83 feet to a point on the westerly boundary of Lot 3, CORPORATE POINTE, as recorded in Plat Book 45, pages 30 and 31, of said Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said westerly line, run South 00°13'40" East along the westerly boundary of said Lot 3 a distance of 307.19 feet to southwest corner of said Lot 3, CORPORATE POINTE as shown on said Right of Way Map; thence run North 89°45'50" East along the south line of said Lot 3 a distance of 849.68 feet to a point on the existing westerly Right of Way line of Lake Emma Road, a 100 foot wide Right of Way, per Official Records Book 319, page 138 and Official Records Book 1217, page 415 of the Public Records of Seminole County, Florida as shown on said Right of Way Map; thence departing said south line, run North 00°13'26" West along said existing westerly Right of Way Line a distance of 67.74 feet to a point on the southerly line of Lot 5, said CORPORATE POINTE, as shown on said Right of Way Map; thence departing said existing westerly Right of Way line, run South 89°48'59" West along said southerly line a distance of 3.50 feet for a Point of Beginning; thence continue South 89°48'59" West along said southerly line a distance of 179.70 feet to the point of curvature of a curve concave northerly having a radius of 35.50 feet and a chord bearing of North 76°22'12" West; thence run westerly along the arc of said curve continuing along said southerly line through a central angle of 27°37'38" a distance of 17.12 feet to the point of tangency; thence run North 62°33'23" West continuing along said southerly line a distance of 48.53 feet to a point designated as Point "A"; thence departing said southerly line, run North 89°03'56" East a distance of 216.13 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 48.00 feet and a chord bearing of North 22°45'53" East; thence from a tangent bearing of North 42°29'53" East run northeasterly along the arc of said curve through a central angle of 39°28'01" a distance of 33.06 feet to the point of reverse curvature of a curve concave easterly having a radius of 1970.00 feet and a chord bearing of North 04°31'31" East; thence run northerly along the arc of said curve through a central angle of 02°59'16" a distance of 102.73 feet to a point designated as Point "B", said point also being a point on a curve concave easterly having a radius of 1970.00 feet and a chord bearing of North 06°14'08" East; thence from a tangent bearing of North 06°01'09" East run northerly along the arc of said curve through a central angle of 00°25'59" a distance of 14.89 feet to the end of said curve; thence run North 24°03'26" East a distance of 27.44 feet to a point on aforesaid existing westerly Right of Way Line, said point also being a point on a curve concave easterly having a radius of 1004.93 feet and a chord bearing of South 03°50'57" West; thence from a tangent bearing of South 06°49'31" West run southerly along the arc of said curve and said existing westerly Right of Way Line through a central angle of 05°57'07" a distance of 104.39 feet to the end of said curve; thence departing said existing westerly Right of Way line, run North 89°07'37" West along the northerly line of LESS OUT as described in Official Records Book 3822, page 973 and Official Records Book 2519, page 774, both of the Public Records of Seminole County, Florida, as shown on said Right of Way Map, radial to said existing westerly Right of Way Line, a distance of 3.50 feet to the northwest corner of said LESS OUT as shown on said Right of Way Map, said point also being the beginning of a non-tangent curve concave easterly having a radius of 1008.43 feet and a chord bearing of South 00°20'39" West; thence from a tangent bearing of South 00°52'23" West,

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departing said radial north line, run southerly along the arc of said curve and the westerly line of said LESS OUT through a central angle of 01°03'30" a distance of 18.63 feet to the end of said curve; thence run South 00°13'26" East along said westerly line a distance of 78.78 feet to the Point of Beginning.

Containing 7,706 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property along the courses and distances between Points "A" and "B" described above.

RECORDED

Easement contained in utility agreement recorded in ORB 2408, Page 641 amended in ORB 2536, Page 1114 along with ORB 2153, Page 1167 and ORB 2153, Page 1188 amended in ORB 2408, Page 501, ORB 2420, Page 1614, ORB 2570, Page 354 and ORB 2686, Page 1125 along with Flow easement in ORB 2408, Page 690 corrected in ORB 2570, Page 342 in favor of Seminole County, a political subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such

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relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 117.3
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PAGE 6

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 117.3
SECTION 77160
F.P. NO. 242592 4
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IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY

23-UTL02-10/11

March 29, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 120.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 120
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"PARCEL 1

PARCEL NO. 120.3
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A tract of land lying in Section 6, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 20 South, Range 30 East, Seminole County, Florida and run North 89°9'44" East along the South line of said Section 6 for a distance of 2076.04 feet; thence departing said South line and run North 00°00'16" West, 4602.27 feet to a point lying on a curve concave Northeasterly having a tangent bearing of North 39°01'22" West and a radius of 970.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 10°58'24" for a distance of 185.77 feet to the point of tangency; thence run North 28°02'58" West, 136.53 feet to a point lying on a curve concave Northwesterly having a tangent bearing of North 59°45'44" East and a radius of 507.00 feet; thence run Northeasterly along the arc of said curve and through a central angle of 19°13'38" for a distance of 170.14 feet; thence departing said curve and run North 00°06'26" East, a distance of 157.25 feet; thence North 45°01'17" East, a distance of 191.23 feet; thence South 89°44'51" East, a distance of 250.60 feet; thence North 00°14'41" East, a distance of 190.48 feet; thence South 89°44'51" East, a distance of 233.50 feet to a point on the limited access right-of-way line of Interstate No. 4 (State Road No. 400) as referenced in Warranty Deed recorded in Official Records Book 3444, Page 1526 of the Public Records of Seminole County, Florida; Thence run Northerly along the aforesaid limited access right-of-way line for the following courses; North 00°14'41" East, a distance of 43.59 feet; thence North 30°25'23" West, a distance of 151.04 feet; thence North 89°44'51" West, a distance of 559.94 feet; thence North 00°15'09" East, a distance of 9.25 feet to the Southerly existing right-of-way line of County Road 46-A; thence North 89°44'51" West, along said Southerly line for a distance of 138.26 feet to a found rebar and Point of Beginning; thence continue North 89°44'51" West, 143.47 feet to a found rebar; thence South 81°05'02" East, a distance of 9.27 feet to a found rebar on a curve concave Southerly having a tangent bearing of South 88°49'29" West and a radius of 4523.66 feet; thence run Westerly along the arc of said curve through a central angle of 00°58'20" for a distance of 76.76 feet to a found rebar on the Easterly right-of-way line of the Recreational Trail as described in the Development Agreement Regarding International Parkway and Recreational Trail as recorded in Official Records Book 3137, Page 769 of the Public Records of Seminole County, Florida; said point lying on a curve concave Southeasterly having a tangent bearing of South 85°11'25" West and a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 85°04'59" for a distance of 37.12 feet to a found rebar; thence continue Southerly along said Easterly right-of-way line South 00°06'26" West, a distance of 240.79 feet to a found rebar; thence departing said Easterly right-of-way line and run South 89°53'34" East, 153.49 feet to a found PK

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nail; thence run North 00°06'26" East, 12.24 feet to the point of curvature of a curve concave Southeasterly and having a radius of 134.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 66°15'23" for a distance of 154.96 feet to a found PK nail; thence departing said curve and run North 00°15'09" East, 134.23 feet to a found PK nail and the Point of Beginning."

(Said property being the same lands as described in Official Records Book 8579, page 1612 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a Parker-Kalon nail and disk stamped "FDOT JWG LB1" marking the northwest corner of the northwest quarter of Section 6, Township 20 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run South 89°49'12" East along the Centerline of Survey of County Road No. 46A a distance of 1658.41 feet to a point on the northerly projection of the west boundary line of lands described in Official Records Book 8579, page 1612, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said Centerline of Survey, run South 00°02'05" West along said northerly projection a distance of 53.93 feet to a point on the existing southerly Right of Way Line of Country Road No. 46A, said point also being a point on a curve concave easterly having a radius of 25.00 feet and a chord bearing of North 25°19'36" East; thence from a tangent bearing of North 00°02'05" East, run northerly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 50°35'03" a distance of 22.07 feet for a Point of Beginning; thence departing said existing southerly Right of Way Line, run North 89°20'40" East a distance of 62.22 feet; thence run South 79°20'57" East a distance of 10.29 feet; thence run South 00°48'09" East a distance of 3.07 feet; thence run North 89°20'25" East a distance of 152.37 feet to a point on the east boundary line of lands described in Official Records Book 8579, page 1612, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence run North 00°10'48" East along said east boundary line a distance of 11.39 feet to a point on aforesaid existing southerly Right of Way Line of County Road No. 46A as shown on said Right of Way Map; thence departing said east boundary line, run North 89°49'12" West along said existing southerly Right of Way Line a distance of 143.47 feet; thence run South 81°09'24" East continuing along said existing southerly Right of Way Line a distance of 9.27 feet to the beginning of a non-tangent curve concave southerly having a radius of 4523.66 feet and a chord bearing of South 88°15'58" West; thence from a tangent bearing of South 88°45'08" West, run westerly along the arc of said curve continuing along said existing southerly Right of Way Line through a central angle of 00°58'20" a distance of 76.76 feet to the beginning of a non-tangent curve concave southerly having a radius of 25.00 feet and a chord bearing of South 67°52'06" West; thence from a tangent bearing of South 85°07'04" West run westerly along the arc of said curve continuing along said existing southerly Right of Way Line through a central angle of 34°29'56" a distance of 15.05 feet to the Point of Beginning.

PARCEL NO. 120.3
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Containing 2,300 square feet, more or less.

RECORDED

Utility easement recorded in ORB 4621, Page 575 and Spray easement in ORB 4500, Page 1621 and Easement contained in agreement in ORB 4437, Page 708, ORB 4437, Page 759, ORB 4609, Page 353 and ORB 4609, Page 390; Utility Agreement for Water Service ORB 4907, Page 1384; Utility Agreement for Sewer in ORB 4907, Page 1420 in favor of Seminole County, a political subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.

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3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 120.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 120.3
SECTION 77160
F.P. NO. 242592 4
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IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

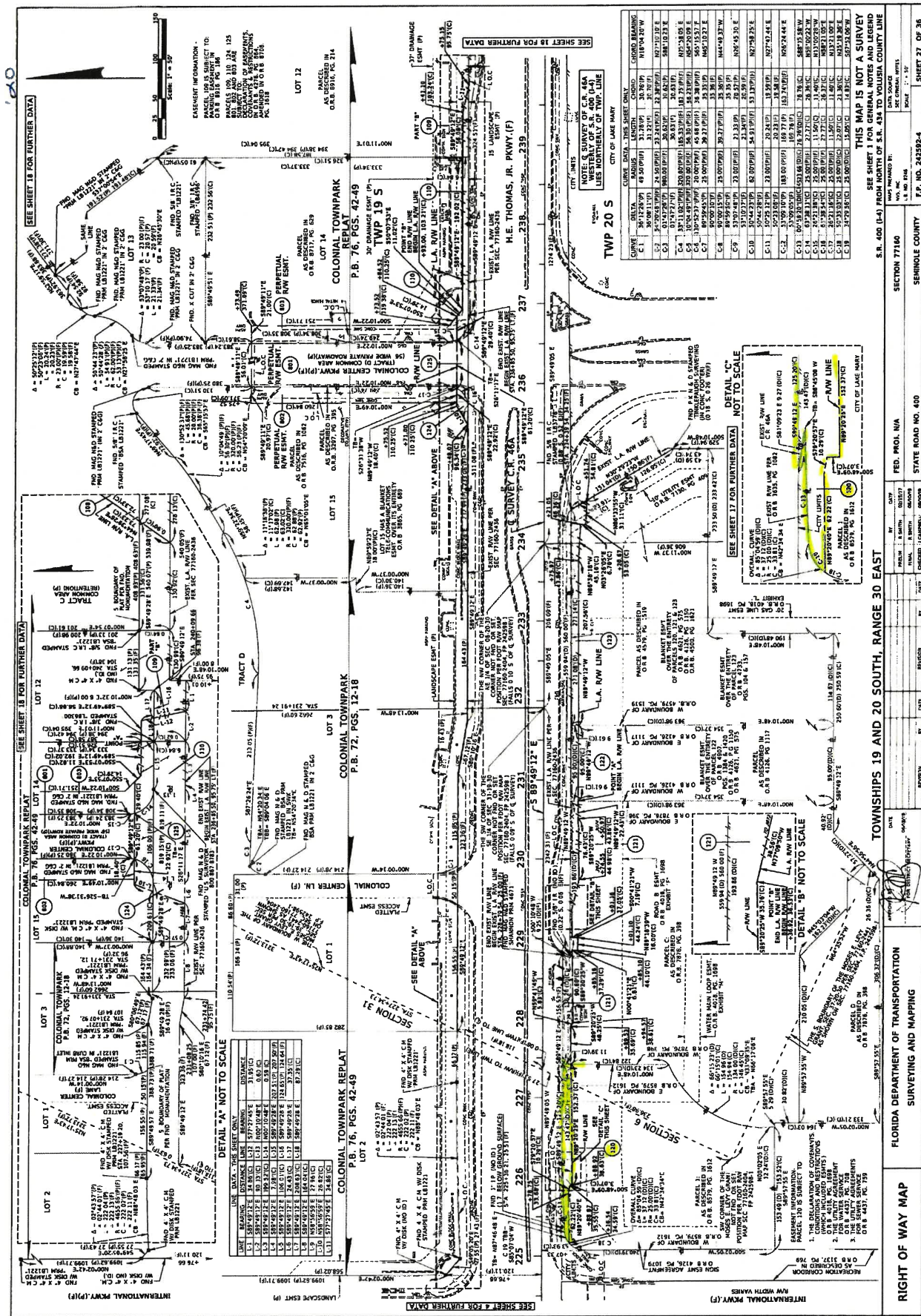
By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY



23-UTL02-10/11

March 25, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 121.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

W I T N E S S E T H:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 121
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"PARCEL "C" (being part of Tax Parcel #06-20-30-300-002L-0000)

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A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND RUN NORTH 89°59'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 6 FOR A DISTANCE OF 2076.04 FEET; THENCE DEPARTING SAID SOUTH LINE AND RUN NORTH 00°00'16" WEST, 4602.27 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A TANGENT BEARING OF NORTH 39°01'22" WEST AND A RADIUS OF 970.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'24" FOR A DISTANCE OF 185.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 28°02'58" WEST, 136.53 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHWESTERLY HAVING A TANGENT BEARING OF NORTH 59°45'44" EAST AND A RADIUS OF 507.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 19°13'38" FOR A DISTANCE OF 170.14 FEET; THENCE DEPARTING SAID CURVE AND RUN NORTH 00°06'26" EAST, A DISTANCE OF 157.25 FEET; THENCE NORTH 45°01'17" EAST, 134.01 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 44°58'43" WEST, 162.23 FEET; THENCE NORTH 89°53'34" WEST, 210.05 FEET; THENCE NORTH 00°06'26" EAST, 30.82 FEET; THENCE NORTH 89°53'34" WEST, 5.29 FEET; THENCE NORTH 00°06'26" EAST 12.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 134.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°15'23" FOR A DISTANCE OF 154.96 FEET; THENCE DEPARTING SAID CURVE AND RUN NORTH 00°15'09" EAST, 134.23 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 46-A (ALSO KNOWN AS H.R. THOMAS JR. PARKWAY); THENCE RUN SOUTH 89°44'51" EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 138.26 FEET; THENCE RUN ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE No. 4 (STATE ROAD No. 400) AS REFERENCED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3444, PAGE 1526 FOR THE FOLLOWING COURSES: SOUTH 00°15'09" WEST, 9.25 FEET; THENCE SOUTH 89°44'51" EAST, 193.86 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE AND RUN SOUTH 00°15'09" WEST, 363.98 FEET; THENCE NORTH 89°44'51" WEST, 40.92 FEET; THENCE SOUTH 45°01'17" WEST, 57.22 FEET TO THE POINT OF BEGINNING.

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AND

PARCEL "D" (being part of Tax Parcel #06-20-30-300-002L-0000)

A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND RUN NORTH 89°59'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 6 FOR A DISTANCE OF 2076.04 FEET; THENCE DEPARTING SAID SOUTH LINE AND RUN NORTH 00°00'16" WEST, 4602.27 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A TANGENT BEARING OF NORTH 39°01'22" WEST AND A RADIUS OF 970.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'24" FOR A DISTANCE OF 185.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 28°02'58" WEST 136.53 FEET TO THE POINT LYING ON A CURVE CONCAVE NORTHWESTERLY HAVING A TANGENT BEARING OF NORTH 59°45'44" EAST AND A RADIUS OF 507.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH CENTRAL ANGLE OF 19°13'38" FOR A DISTANCE OF 170.14 FEET; THENCE DEPARTING SAID CURVE AND RUN NORTH 00°06'26" EAST, A DISTANCE OF 157.25 FEET; THENCE NORTH 45°01'17" EAST, 107.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 45°01'17" EAST FOR A DISTANCE OF 26.36 FEET; THENCE RUN NORTH 44°58'43" WEST, 162.23 FEET; THENCE NORTH 89°53'34" WEST, 210.05 FEET; THENCE SOUTH 00°06'26" WEST, 133.21 FEET; THENCE SOUTH 89°53'34" EAST, 306.32 FEET TO THE POINT OF BEGINNING.

(Said property being the same lands as described in Official Records Book 7876, page 398 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a Parker-Kalon nail and disk stamped "FDOT JWG LB1" marking the northwest corner of the northwest quarter of Section 6, Township 20 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run South 89°49'12" East along the Centerline of Survey of County Road No. 46A a distance of 1658.41 feet to a point on a northerly projection of the west boundary line of lands described in Official Records Book 8579, page 1612, of the Public Records of Seminole

PARCEL NO. 121.3
SECTION 77160
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PAGE 4

County, Florida, as shown on said Right of Way Map; thence departing said Centerline of Survey, run South 00°02'05" West along said northerly projection a distance of 53.93 feet to a point on the existing southerly Right of Way Line of Country Road No. 46A, said point also being a point on a curve concave southeasterly having a radius of 25.00 feet and a chord bearing of North 42°34'34" East; thence from a tangent bearing of North 00°02'05" East run northeasterly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 85°04'59" a distance of 37.12 feet to the beginning of a non-tangent curve concave southerly having a radius of 4523.66 feet and a chord bearing of North 88°15'58" East; thence from a tangent bearing of North 87°46' 48" East, run easterly along the arc of said curve continuing along said existing southerly Right of Way Line through a central angle of 00°58'20" a distance of 76.76 feet to the end of said curve; thence run North 81°09'23" West continuing along said existing southerly Right of Way Line a distance of 9.27 feet; thence run South 89°49'12" East continuing along said existing southerly Right of Way Line a distance of 143.47 feet to a point on the west boundary line of lands described in Official Records Book 7876, page 398, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map for a Point of Beginning; thence run South 89°49'12" East continuing along said existing southerly Right of Way Line a distance of 138.26 feet; thence run South 00°10'48" West along the existing southerly Limited Access Right of Way Line of County Road No. 46A a distance of 9.25 feet; thence run South 89°49'12" East continuing along said existing southerly Limited Access Right of Way Line a distance of 193.86 feet; thence departing said existing southerly Limited Access Right of Way Line, run South 00°10'48" West along said east boundary line a distance of 9.61 feet to a point designated as Point "A"; thence departing said east boundary line, run the following courses and distances: North 89°49'12" West a distance of 22.43 feet; South 89°20'25" West a distance of 76.43 feet; North 77°09'50" West a distance of 38.56 feet to a point designated as Point "B"; South 89°20'25" West a distance of 35.76 feet; South 00°41'21" West a distance of 7.19 feet; North 89°18'39" West a distance of 16.00 feet; North 00°41'21" East a distance of 6.81 feet; South 89°20'25" West a distance of 90.60 feet; North 59°41'45" West a distance of 5.83 feet; thence run South 89°20'25" West a distance of 48.25 feet to a point on the aforesaid west boundary as shown on said Right of Way Map; thence run North 00°10'48" East along said west boundary a distance of 11.39 feet to the Point of Beginning.

Containing 3,201 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property along the courses and distances between Points "A" and "B" described above.

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PAGE 5

RECORDED

Utility easement recorded in ORB 4621, Page 575 and Spray easement in ORB 4500, Page 1621 and Easement contained in agreement in ORB 4437, Page 708, ORB 4437, Page 759, ORB 4609, Page 353 and ORB 4609, Page 390; Utility Agreement for Water Service ORB 4907, Page 1384; Utility Agreement for Sewer in ORB 4907, Page 1420 in favor of Seminole County, a political subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such

PARCEL NO. 121.3
SECTION 77160
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PAGE 6

facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

SIGNATURE LINE
PRINT/TYPE NAME: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 121.3
SECTION 77160
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PAGE 7

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

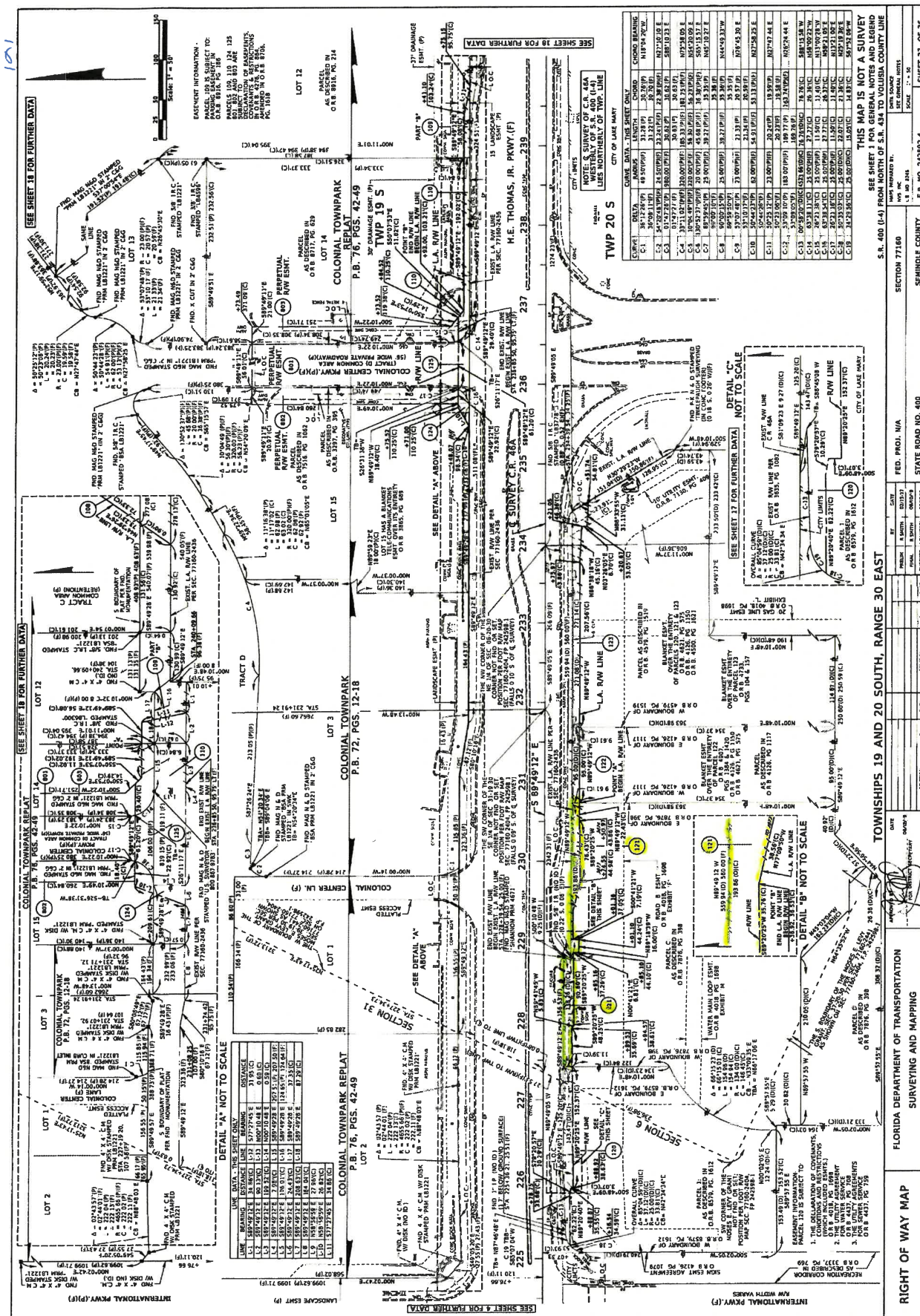
By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY



23-UTL02-10/11

March 29, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 122.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 122
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"A tract of land lying in Section 6, Township 20 South, Range 30 East, Seminole

PARCEL NO. 122.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 20 South, Range 30 East, Seminole County, Florida and run North 89°59'44" East along the South line of said Section 6 for a distance of 2076.04 feet; thence departing said South line and run North 00°00'16" West, 4602.27 feet to a point lying on a curve concave Northeasterly having a tangent bearing of North 39°01'22" West and a radius of 970.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 10°58'24" for a distance of 185.77 feet to the Point of Tangency; thence run North 28°02'58" West, 136.53 feet to a point lying on a curve concave Northwesterly having a tangent bearing of North 59°45'44" East and a radius of 507.00 feet; thence run Northeasterly along the arc of said curve and through a central angle of 19°13'38" for a distance of 170.14 feet; thence departing said curve and run North 00°06'26" East, a distance of 157.25 feet; thence North 45°01'17" East, a distance of 191.23 feet; thence South 89°44'51" East, a distance of 40.92 feet to the POINT OF BEGINNING; thence North 00°15'09" East, 363.98 feet to a point on the limited access right of way line of Interstate No. 4 (State Road No. 400) as referenced in the Warranty Deed recorded in Official Records Book 3444, Page 1526 of the Public Records of Seminole County, Florida; thence run South 89°44'51" East along the aforesaid limited access right of way line for 95.00 feet; thence departing said line and run South 00°15'09" West, 363.98 feet; thence run North 89°44'51" West, 95.00 feet to the POINT OF BEGINNING."

(Said property being the same lands as described in Official Records Book 4126, page 1117 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a Parker-Kalon nail and disk stamped "FDOT JWG LB1" marking the northwest corner of the northwest quarter of Section 6, Township 20 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run South 89°49'12" East along the Centerline of Survey of County Road No. 46A a distance of 1658.41 feet to a point on the northerly projection of the west boundary line of lands described in Official Records Book 8579, page 1612, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said Centerline of Survey, run South 00°02'05" West along said northerly projection a distance of 53.93 feet to a point on the existing southerly Right of Way Line of Country Road No. 46A, said point also being a point on a curve concave easterly having a radius of 25.00 feet and a chord bearing of North 42°34'34" East; thence from a tangent bearing of North 00°02'05" East, run northerly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 85°04'59" a distance of 37.12 feet to the beginning of a non-tangent curve concave southerly and having a radius of

PARCEL NO. 122.3
SECTION 77160
F.P. NO. 242592 4
PAGE 3

4523.66 feet and a chord bearing of North 88°15'58" East; thence from a tangent bearing of North 87°46' 48" East, run easterly along the arc of said curve continuing along said existing southerly Right of Way Line through a central angle of 00°58'20" a distance of 76.76 feet to the end of said curve; thence run North 81°09'23" West continuing along said existing southerly Right of Way Line a distance of 9.27 feet; thence run South 89°49'12" East continuing along said existing southerly Right of Way Line a distance of 281.73 feet; thence run South 00°10'48" West along the existing southerly Limited Access Right of Way Line of County Road No. 46A a distance of 9.25 feet; thence run South 89°49'12" East continuing along said existing southerly Limited Access Right of Way Line a distance of 193.86 feet to a point on the west boundary line of Official Records Book 4126, page 1117, of the Public Records of Seminole County, Florida for a Point of Beginning; thence run South 89°49'12" East continuing along said existing southerly Limited Access Right of Way Line a distance of 95.00 feet to a point on the east boundary of Official Records Book 4126, page 1117, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said existing southerly Limited Access Right of Way Line, run South 00°10'48" West along said east boundary line a distance of 9.61 feet; thence departing said east boundary line, run North 89°49'12" West a distance of 95.00 feet to a point on aforesaid west boundary line; thence run North 00°10'48" East along said west boundary line a distance of 9.61 feet to the Point of Beginning.

Containing 913 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property.

RECORDED

Utility easement recorded in ORB 4621, Page 575 and Spray easement in ORB 4500, Page 1621 and Easement contained in agreement in ORB 4437, Page 708, ORB 4437, Page 759, ORB 4609, Page 353 and ORB 4609, Page 390; Utility Agreement for Water Service ORB 4907, Page 1384; Utility Agreement for Sewer in ORB 4907, Page 1420 in favor of Seminole County, a political subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by

PARCEL NO. 122.3
SECTION 77160
F.P. NO. 242592 4
PAGE 4

FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 122.3
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 122.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY

23-UTL02-10/11

March 25, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 123.2

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 123
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"A tract of land lying in Section 6, Township 20 South, Range 30 East, Seminole

PARCEL NO. 123.2
SECTION 77160
F.P. NO. 242592 4
PAGE 2

County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 20 South, Range 30 East, Seminole County, Florida and run North 89° 59' 44" East along the South line of said Section 6 for a distance of 2076.04 feet; thence departing said South line and run North 00°00' 16" West, 4602.27 feet to a point lying on a curve concave Northeasterly having a tangent bearing of North 39° 01' 22" West and a radius of 970.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 10°58'24" for a distance of 185.77 feet to the Point of Tangency; thence run North 28°02'58" West, 136.53 feet to a point lying on a curve concave Northwesterly having a tangent bearing of North 59°45'44" East and a radius of 507.00 feet; thence run Northeasterly along the arc of said curve and through a central angle of 19°13'38" for a distance of 170.14 feet; thence departing said curve and run North 00°06'26" East, a distance of 157.25 feet; thence North 45°01'17" East, a distance of 191.23 feet; thence South 89°44'51" East, a distance of 135.93 feet to the POINT OF BEGINNING; thence continue South 89°44'51" East, 114.67 feet; thence North 00°14'41" East, a distance of 190.48 feet; thence South 89°44'51" East, a distance of 233.50 feet to a point on the limited access right of way line of Interstate No. 4 (State Road No. 400) as referenced in the Warranty Deed recorded in Official Records Book 3444, Page 1526 of the Public Records of Seminole County, Florida; thence run Northerly along the aforesaid limited access right of way line for the following courses: North 00°14'41" East, a distance of 43.59 feet; thence North 30°25'23" West, a distance of 151.04 feet; thence North 89°44'51" West, a distance of 271.08 feet; thence departing said line and run South 00°15'09" West, 363.98 feet to the POINT OF BEGINNING."

(Said property being the same lands as described in Official Records Book 4579, page 1519 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a Parker-Kalon nail and disk stamped "FDOT JWG LB1" marking the northwest corner of the northwest quarter of Section 6, Township 20 South, Range 30 East as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4; thence run South 89°49'12" East along the Centerline of Survey of County Road No. 46A a distance of 1658.41 feet to a point on a northerly projection of the west boundary line of lands described in Official Records Book 8579, page 1612, of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence departing said Centerline of Survey, run South 00°02'05" West along said northerly projection a distance of 53.93 feet to a point on the existing southerly Right of Way Line of Country Road No. 46A, said point also being a point on a curve concave easterly having a radius of 25.00 feet and a chord bearing of North 42°34'34" East;

PARCEL NO. 123.2
SECTION 77160
F.P. NO. 242592 4
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thence from a tangent bearing of North 00°02'05" East, run northerly along the arc of said curve and said existing southerly Right of Way Line through a central angle of 85°04'59" a distance of 37.12 feet to the beginning of a non-tangent curve concave southerly having a radius of 4523.66 feet and a chord bearing of North 88°15'58" East; thence from a tangent bearing of North 87°46'48" East run easterly along the arc of said curve continuing along said existing southerly Right of Way Line through a central angle of 00°58'20" a distance of 76.76 feet to the end of said curve; thence run North 81°09'23" West continuing along said existing southerly Right of Way Line a distance of 9.27 feet; thence run South 89°49'12" East continuing along said existing southerly Right of Way Line a distance of 281.73 feet; thence run South 00°10'48" West along the existing southerly Limited Access Right of Way Line of County Road No. 46A a distance of 9.25 feet; thence run South 89°49'12" East continuing along said existing southerly Limited Access Right of Way Line a distance of 288.86 feet to a point on the west boundary line of lands described in Official Records Book 4579, page 1519, of the Public Records of Seminole County, Florida as shown on said Right of Way Map for a Point of Beginning; thence run South 89°49'12" East continuing along said existing southerly Limited Access Right of Way Line a distance of 271.14 feet; thence run South 30°29'23" East continuing along said existing southerly Limited Access Right of Way Line a distance of 23.91 feet; thence departing said existing southerly Limited Access Right of Way line, run the following courses and distances: North 86°33'55" West a distance of 31.11 feet; North 03°26'05" East a distance of 6.70 feet; North 86°38'18" West a distance of 45.16 feet; thence run North 89°49'12" West a distance of 207.56 feet to a point on the aforesaid west boundary line; thence run North 00°10'48" East along said west boundary line a distance of 9.61 feet to the Point of Beginning.

Containing 2,964 square feet, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property.

RECORDED

Utility easement recorded in ORB 4621, Page 575 and Spray easement in ORB 4500, Page 1621 and Easement contained in agreement in ORB 4437, Page 708, ORB 4437, Page 759, ORB 4609, Page 353 and ORB 4609, Page 390; Utility Agreement for Water Service ORB 4907, Page 1384; Utility Agreement for Sewer in ORB 4907, Page 1420 in favor of Seminole County, a political subdivision of the State of Florida;

PARCEL NO. 123.2
SECTION 77160
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PAGE 4

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

PARCEL NO. 123.2
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 123.2
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

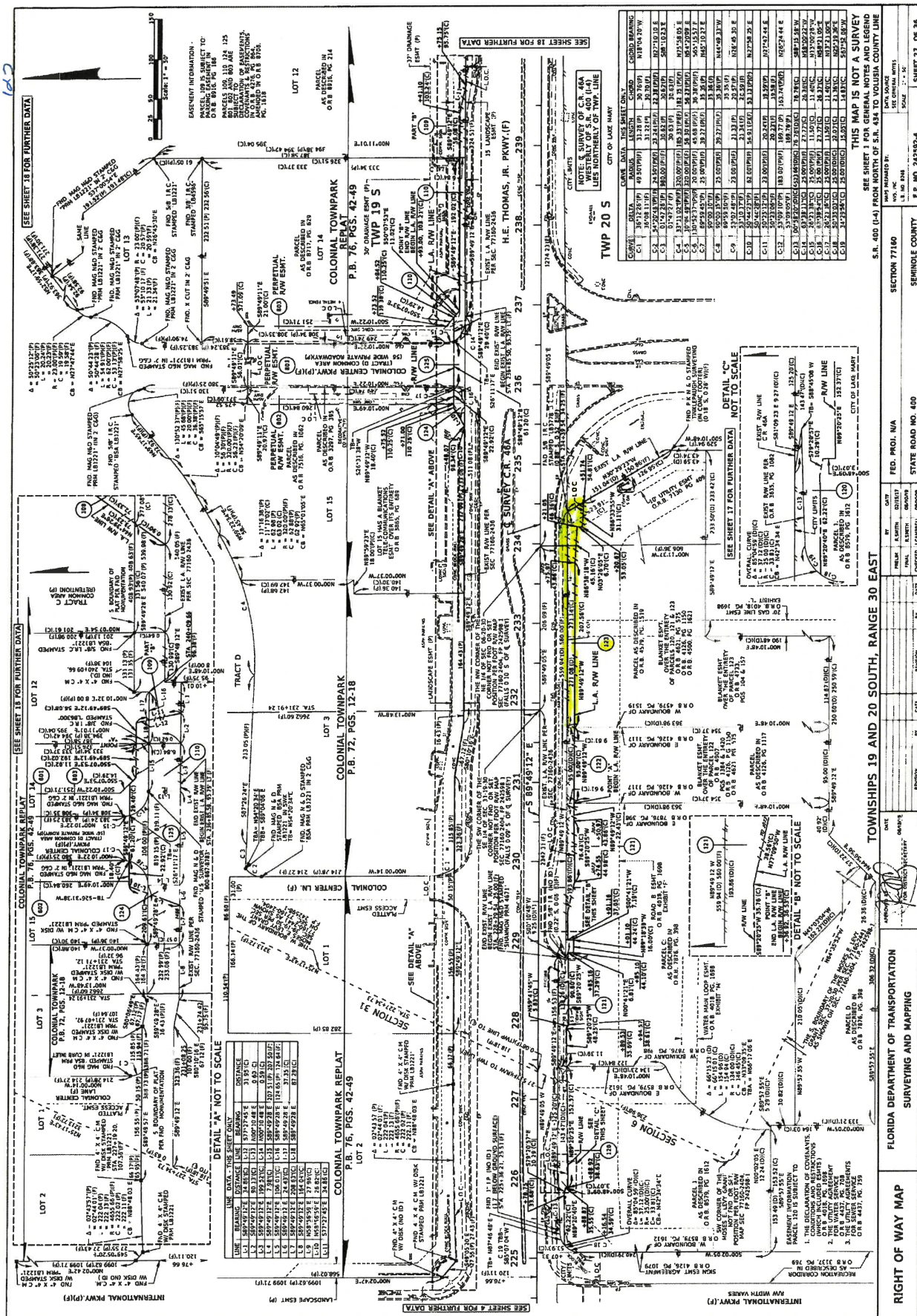
By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY



23-UTL02-10/11

January 26, 2022

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 125.2

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

W I T N E S S E T H:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 125
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

Tract D, also known as Colonial Center Parkway, a 56 foot wide private roadway,

PARCEL NO. 125.2
SECTION 77160
F.P. NO. 242592 4
PAGE 2

per the plat of Colonial Townpark Replat, recorded in Plat Book 76, pages 42 through 49, inclusive, Public Records of Seminole County, Florida.

AND

Any portion of land lying south of the monumented south boundary of Tract D, also known as Colonial Center Parkway, a 56 foot wide private roadway per the plat of Colonial Townpark Replat, recorded in Plat Book 76, pages 42 through 49, inclusive, of the Public Records of Seminole County, Florida, and lying north of the existing north Right of Way Line of County Road No. 46A (H.E. Thomas, Jr. Parkway), as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project No. 242592-4.

(Said property being a portion of the lands described in Official Records Book 7663, page 1765 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at 4-inch by 4-inch concrete monument with disk stamped "PRMLB1221" marking the southwest corner of Lot 15, per monumentation, Colonial Townpark Replat, as recorded in Plat Book 76, pages 42 through 49 of the Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map for State Road 400 (Interstate highway Number 4), Section 77160, Financial Project No. 242592-4; thence run South 00°00'37" East along a southerly projection of the west line of said Lot 15 a distance of 0.57 feet to a point on the existing north Right of Way line of County Road No. 46A as shown on said Right of Way Map; thence departing said southerly projection, run South 89°49'12" East along said existing north Right of Way line 233.06 feet for the POINT OF BEGINNING; thence departing said existing north Right of Way Line, run North 00°10'48" East, perpendicular to said north Right of Way Line, 0.59 feet to the southwest corner of Tract D, also known as Colonial Center Parkway, a 56 foot wide private roadway, per the aforementioned plat of Colonial Townpark Replat, said point being on a curve, concave northwesterly, with a radius of 25.00 feet; thence, from a tangent bearing of South 89°49'28" East, run along the arc of said curve and the existing westerly Right of Way line of said Colonial Center Parkway, through a central angle of 90°00'10", for a distance of 39.27 feet to the point of tangency; thence continue along said existing westerly Right of Way line North 00°10'22" East 6.13 feet; thence, departing said existing westerly Right of Way line, run North 82°17'36" East 56.54 feet to a point on the existing easterly Right of Way line of the aforementioned Colonial Center Parkway; thence South 00°10'22" West along said existing easterly Right of Way line 13.89 feet to the beginning of a curve concave northeasterly with a radius of 25.00 feet; thence run southeasterly along the arc of said curve and along said existing easterly Right of Way line though a central angle of 89°59'50" a distance of 39.27 feet to the end of said curve at the southeast corner of said Tract D as shown on said Right of Way Map; thence, departing said existing

PARCEL NO. 125.2
SECTION 77160
F.P. NO. 242592 4
PAGE 3

easterly Right of Way line, run South 00°10'48" West, 0.60 feet to a point on the aforementioned existing north Right of Way line of County Road No. 46A as shown on said Right of Way Map; thence North 89°49'12" West along said existing north Right of Way line 106.01 feet to the POINT OF BEGINNING.

Containing 2292 square feet, more or less.

RECORDED

Utility Easement in favor of Seminole County recorded in Plat Book 76, Page 42;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.

PARCEL NO. 125.2
SECTION 77160
F.P. NO. 242592 4
PAGE 4

3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

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PARCEL NO. 125.2
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 125.2
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY

23-UTL02-10/11

April 7, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
STATE ROAD 400
COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 133
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

"Lot 2, Topgolf- A Replat, as per the plat thereof recorded in Plat Book 84, Pages

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

30-33, of the Public Records of Seminole County, Florida.”

(Being the lands described in Official Records Book 9335, Page 1582 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a found 3-inch by 3-inch concrete monument with disk stamped “TINKLEPAUGH SURVEYING PRM 3517” marking the southwest corner of Lot 2, TOPGOLF-A REPLAT, as recorded in Plat Book 84, Pages 30 through 33, inclusive, Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project Number 242592-4, said point being on the existing easterly Limited Access Right of Way line of State Road Number 400 (Interstate Highway Number 4) as shown on said Right of Way Map; thence run North 48°00’52” East along said existing easterly Limited Access Right of Way line 375.95 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1265.92 feet and a chord bearing of North 40°16’32” East; thence run northeasterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 15°28’40” a distance of 341.97 feet to the southwest corner of Lot 1 of said TOPGOLF-A REPLAT, said point being on a curve, concave southerly, having a radius of 544.10 feet and a chord bearing of North 77°13’11” East, said point being hereinafter referred to as POINT “A”; thence departing said existing easterly Limited Access Right of Way line, from a tangent bearing of North 65°22’26” East, run easterly along the arc of said curve and along the south line of said Lot 1, through a central angle of 23°41’30” a distance of 224.98 feet to the point of tangency; thence continue along said south line North 89°03’56” East 223.71 feet; thence continue along said south line South 77°02’53” East 50.00 feet; thence continue along said south line North 89°03’56” East 525.76 feet; thence continue along said south line South 00°56’04” East 4.33 feet; thence continue along said south line North 89°03’56” East 25.03 feet to a point on a curve, concave westerly, having a radius of 75.00 feet and a chord bearing of South 23°34’04” East; thence, from a tangent bearing of South 46°37’37” East, run southerly along the arc of said curve and along said south line, through a central angle of 46°07’05” a distance of 60.37 feet to the point of tangency, said point also being the POINT OF BEGINNING; thence, departing said south line of Lot 1, run South 00°30’31” East 100.12 feet to a point hereinafter referred to as POINT “B”; thence continue South 00°30’31” East 150.14 feet to a point on the south line of said Lot 2, also being the north line of Lot 3 of said TOPGOLF-A REPLAT; thence North 77°28’41” East, along the south line of said Lot 2, a distance of 2.13 feet to the southeast corner of said Lot 2, also being the northeast corner of said Lot 3, said point also being on the existing westerly right of way line of Lake Emma Road, a 100 foot wide right of way, as recorded in Official Records Book 319, Page 138 and Official Records Book 1217, Page 415 of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence, departing said south line, run North 00°10’06” West, along the east line of said Lot 2 and along said westerly existing right of way line, 249.80 feet to the northeast corner of said Lot 2, also being the southeast corner of said Lot 1;

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
PAGE 3

thence, departing said east line and said existing westerly right of way line, run South 89°53'45" West, along the south line of said Lot 1, a distance of 3.57 feet to the POINT OF BEGINNING.

Containing 707 square feet, more or less.

Together with all rights of ingress, egress, light, air and view along the line described above beginning at Point "A" and ending at Point "B".

RECORDED

North Point Reclaimed Water Flow, Distribution, Delivery and Spray Easement recorded in ORB 2042, Page 928; Customer Agreement for Reclaimed Water Rates recorded in ORB 9340, Page 128 in favor of Seminole County, a public subdivision of the State of Florida;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
PAGE 4

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

(THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 133.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

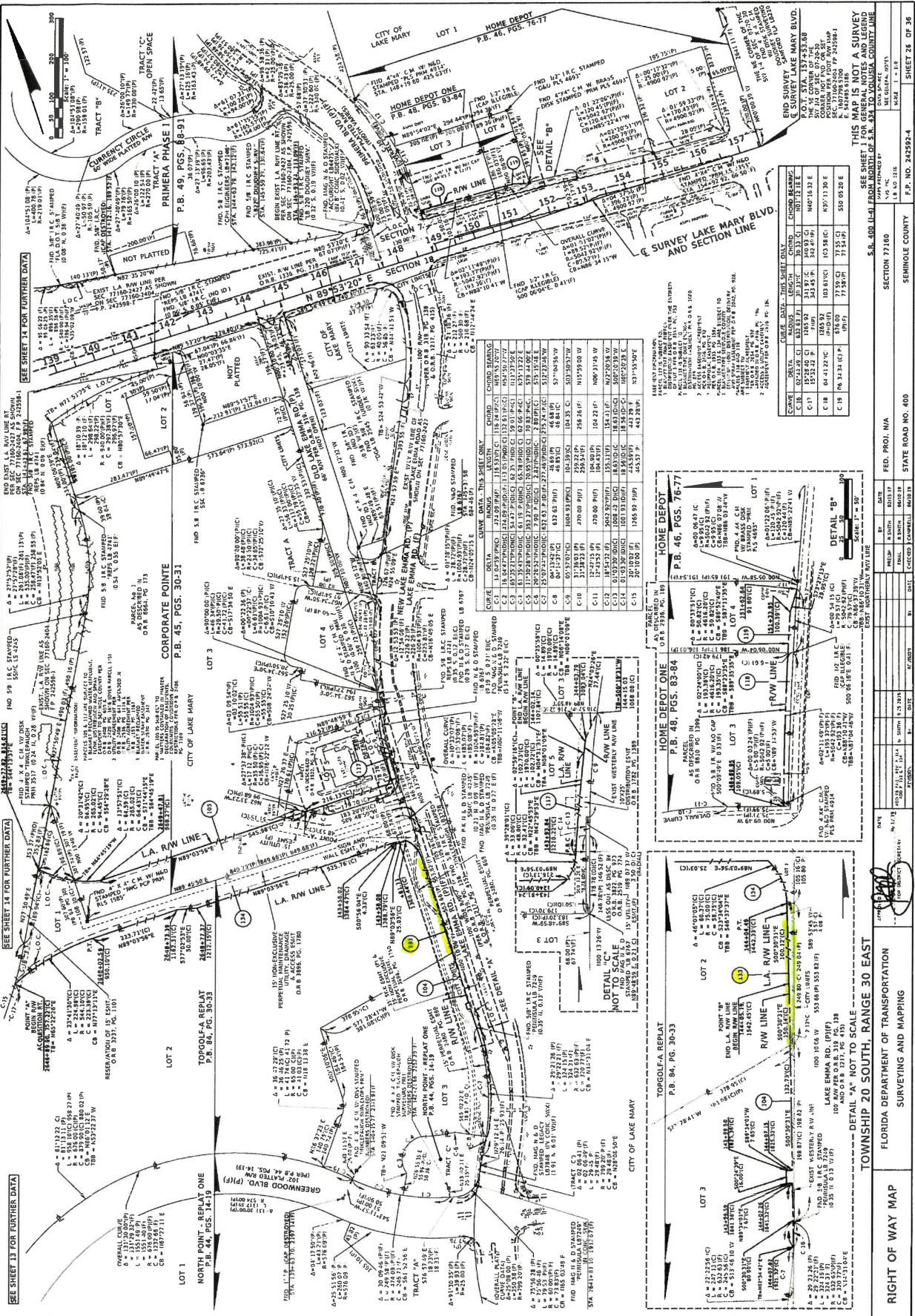
By: _____
AMY LOCKHART, Chairman

Date: _____

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

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

COUNTY ATTORNEY



23-UTL02-10/11

March 31, 2021

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 134.3

SECTION 77160

F.P. NO. 242592 4

STATE ROAD 400

COUNTY SEMINOLE

SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and SEMINOLE COUNTY, a political subdivision of the state of Florida, hereinafter called County.

WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and F.D.O.T. agree as follows:

County hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 134
FEE SIMPLE

SECTION 77160
F.P. NO. 242592-4

That part of:

Lot 1, TOPGOLF-A REPLAT, Plat Book 84, Pages 30 through 33, inclusive, of the

PARCEL NO. 134.3
SECTION 77160
F.P. NO. 242592 4
PAGE 2

Public Records of Seminole County, Florida.

(Said property being a portion of the lands described in Official Records Book 8194, Page 1 of the Public Records of Seminole County, Florida.)

described as follows:

Commence at a found 3-inch by 3-inch concrete monument with disk stamped "TINKLEPAUGH SURVEYING PRM 3517" marking the southwest corner of Lot 2, TOPGOLF-A REPLAT, as recorded in Plat Book 84, Pages 30 through 33, inclusive, Public Records of Seminole County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 77160, Financial Project Number 242592-4, said point being on the existing easterly Limited Access Right of Way line of State Road Number 400 (Interstate Highway Number 4) as shown on said Right of Way Map; thence run North 48°00'52" East along said existing easterly Limited Access Right of Way line 375.95 feet to the point of curvature of a curve, concave northwesterly, having a radius of 1265.92 feet and a chord bearing of North 40°16'32" East; thence run northeasterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 15°28'40" a distance of 341.97 feet to the southwest corner of Lot 1 of said TOPGOLF-A REPLAT, said point being the POINT OF BEGINNING, said point also being on a curve, concave southerly, having a radius of 544.10 feet and a chord bearing of North 77°13'11" East; thence departing said existing easterly Limited Access Right of Way line, from a tangent bearing of North 65°22'26" East, run easterly along the arc of said curve and along the south line of said Lot 1, through a central angle of 23°41'30" a distance of 224.98 feet to the point of tangency; thence continue along said south line North 89°03'56" East 223.71 feet; thence continue along said south line South 77°02'53" East 50.00 feet; thence continue along said south line North 89°03'56" East 525.76 feet; thence continue along said south line South 00°56'04" East 4.33 feet; thence continue along said south line North 89°03'56" East 25.03 feet to a point on a curve, concave westerly, having a radius of 75.00 feet and a chord bearing of South 23°34'04" East; thence, from a tangent bearing of South 46°37'37" East, run southerly along the arc of said curve and along said south line, through a central angle of 46°07'05" a distance of 60.37 feet to the point of tangency; thence continue along said south line North 89°53'45" East 3.57 feet to the southeast corner of said Lot 1, also being a point on the existing westerly right of way line of Lake Emma Road, a 100 foot wide right of way, as recorded in Official Records Book 319, Page 138 and Official Records Book 1217, Page 415 of the Public Records of Seminole County, Florida, as shown on said Right of Way Map; thence, departing said south line, run North 00°10'06" West, along the east line of said Lot 1 and along said westerly existing right of way line, 105.16 feet to a found 5/8-inch iron rod and cap stamped "TINKLEPAUGH LB 3778", marking the northeast corner of Lot 1, said TOPGOLF-A REPLAT; thence, departing said westerly existing right of way line, run South 89°45'50" West, along the north line of said Lot 1, a distance of 849.68 feet to a found 4-inch by 4-inch concrete monument with a nail and disk stamped "JWG PCP PRM RLS 1585" marking the southerly-most corner on the westerly-most east line of said Lot 1, as shown on said

PARCEL NO. 134.3
SECTION 77160
F.P. NO. 242592 4
PAGE 3

Right of Way Map; thence run North 00°13'40" West, along the westerly-most east line of said Lot 1, a distance of 108.30 feet to a point on a curve, concave northeasterly, having a radius of 265.02 feet and a chord bearing of North 54°29'28" West; thence, from a tangent bearing of North 64°45'19" West and departing said westerly-most east line of Lot 1, run northwesterly along the arc of said curve through a central angle of 20°31'42" a distance of 94.95 feet to a point on the aforesaid existing easterly Limited Access Right of Way line of State Road Number 400 (Interstate Number 4) as shown on said Right of Way Map; thence run South 27°50'49" West along said existing easterly Limited Access Right of Way line 189.94 feet to the point of curvature of a curve concave northwesterly having a radius of 1265.92 feet and a chord bearing of South 30°11'30" West; thence run southwesterly along the arc of said curve and continue along said existing easterly Limited Access Right of Way line through a central angle of 04°41'22" a distance of 103.61 feet to the POINT OF BEGINNING.

Containing 1.602 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the above described property and the grantor's remaining property.

RECORDED

Reclaimed Water Flow, Distribution Delivery and Spray Easement in favor of Seminole County, a public subdivision of the State of Florida recorded in ORB 2042, Page 928;

PROVIDED that the County has the following rights:

1. The County has the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate road and utility facilities on, within, and upon the lands described herein in accordance with FDOT's minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time this document is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by FDOT, which approval must be based on the application of the minimum standards referenced above and which approval must be evidenced by the issuance of utility permit. If, based on the application of those minimum standards, FDOT does not approve new construction or relocation of facilities proposed by the County and such new construction or relocation could have proceeded upon the lands described herein but for the limitations imposed by this document, then FDOT shall bear the cost of acquiring any new

PARCEL NO. 134.3
SECTION 77160
F.P. NO. 242592 4
PAGE 4

easements necessary to proceed with said construction or relocation. If FDOT requires the County to alter, adjust, or relocate its facilities within said lands, then FDOT hereby agrees to bear the cost of such alteration, adjustment, or relocation. If FDOT requires County to relocate its facilities outside said lands, then FDOT hereby agrees to bear the cost of such relocation and if said relocation cannot take place within FDOT right of way, then FDOT also agrees to bear the cost of acquiring any easements necessary for the relocation.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits issued pursuant to paragraph 1 hereof and Section 337.401(2) must supersede any contrary provisions contained herein, with the exception of the provisions in paragraph 1 hereof that require FDOT to bear certain costs.
3. The County has a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. The County agrees to repair any damage caused by the County to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

PARCEL NO. 134.3
SECTION 77160
F.P. NO. 242592 4
PAGE 5

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____

By: _____, P.E.

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 134.3
SECTION 77160
F.P. NO. 242592 4
PAGE 6

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY

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

By: _____

AMY LOCKHART, Chairman


Date: _____

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

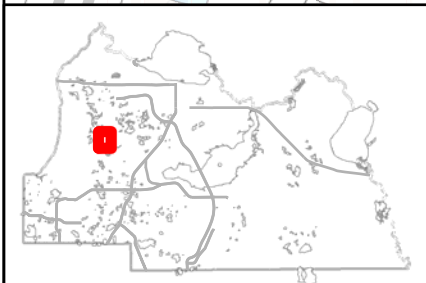
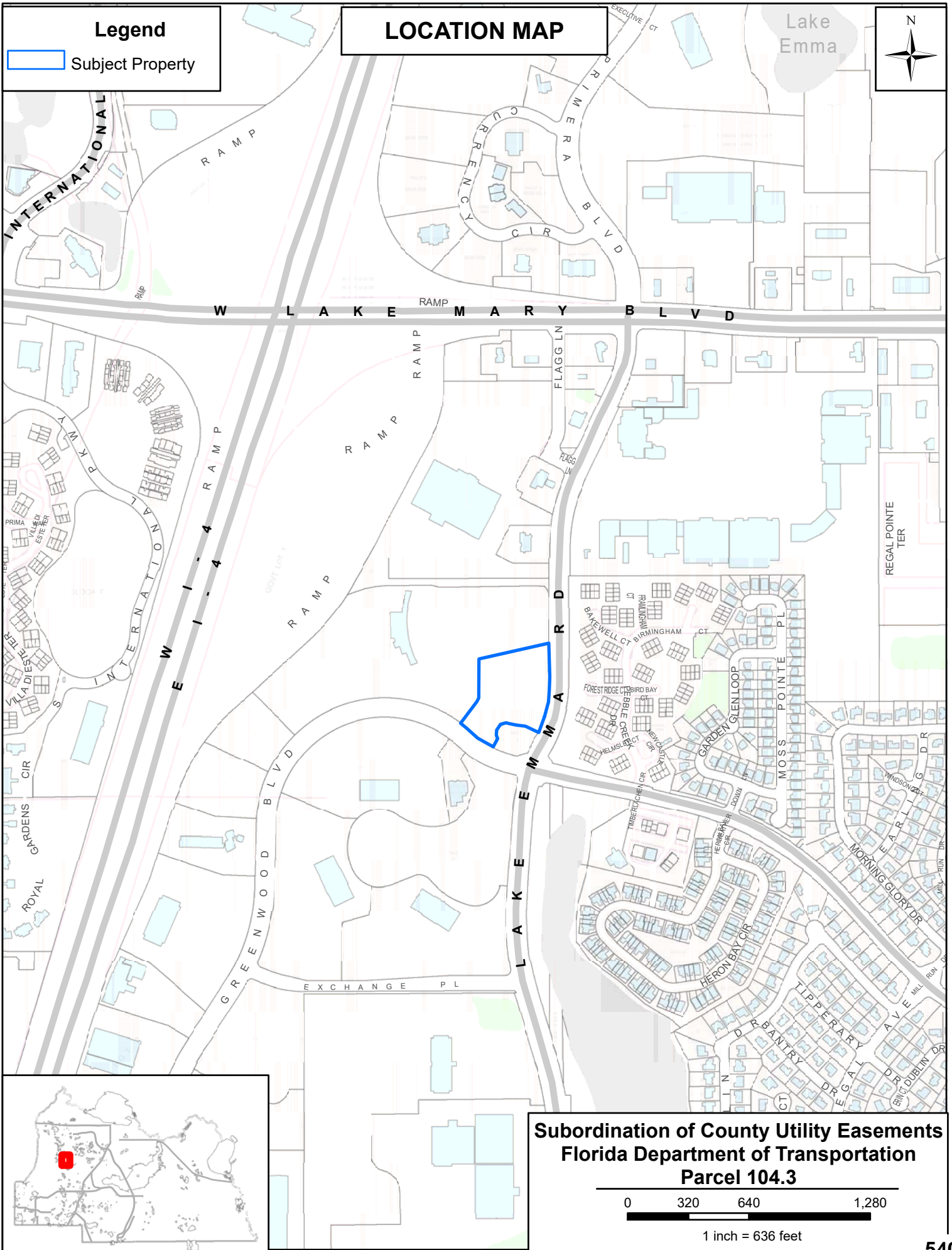
As authorized for execution
by the Board of County Commissioners
at their _____, 20__ regular meeting

COUNTY ATTORNEY

Legend

 Subject Property

LOCATION MAP




Subordination of County Utility Easements Florida Department of Transportation Parcel 104.3

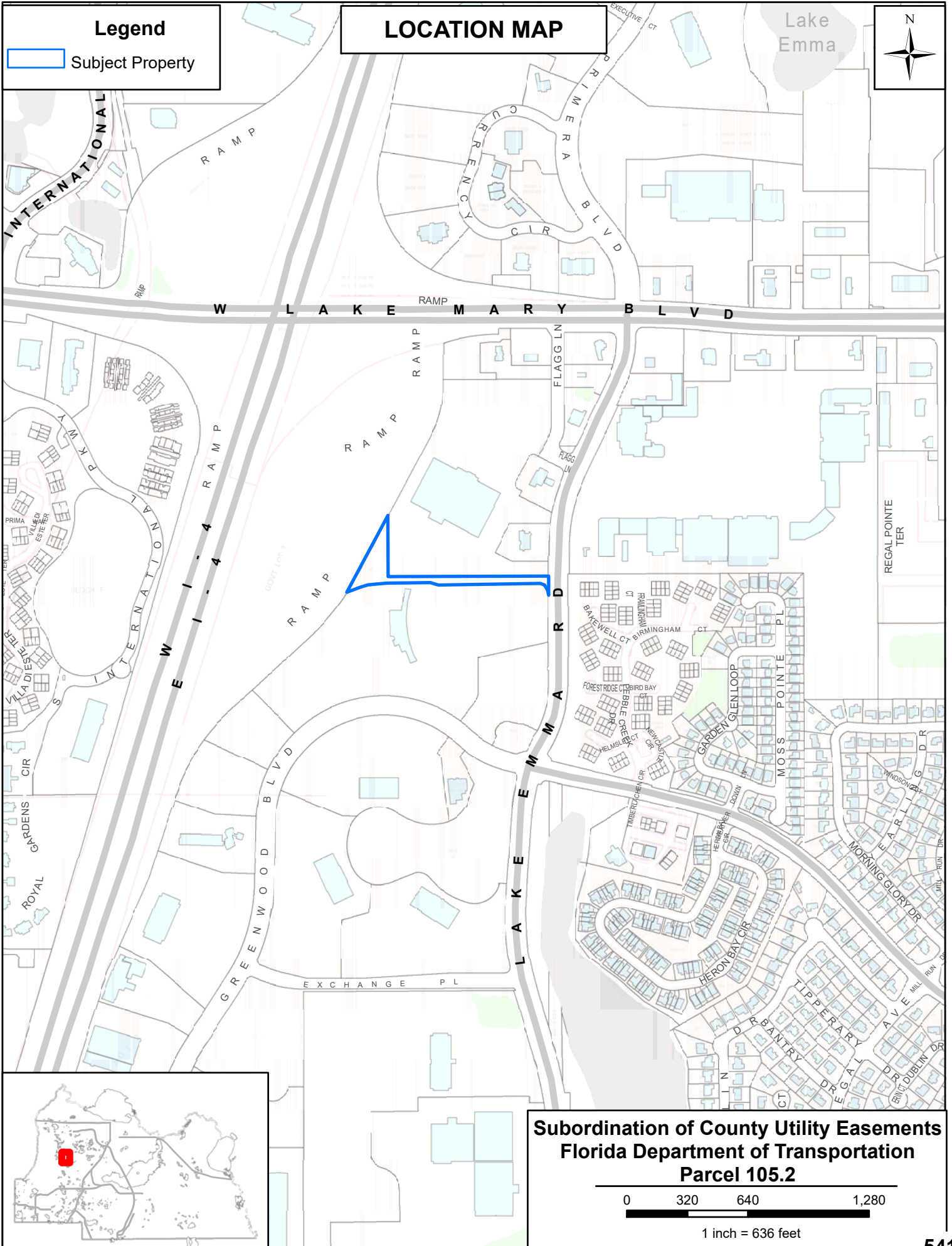
0 320 640 1,280

1 inch = 636 feet

Legend

 Subject Property

LOCATION MAP




Subordination of County Utility Easements Florida Department of Transportation Parcel 105.2

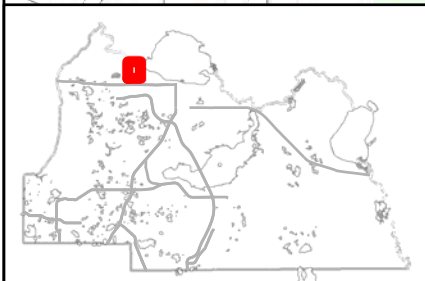
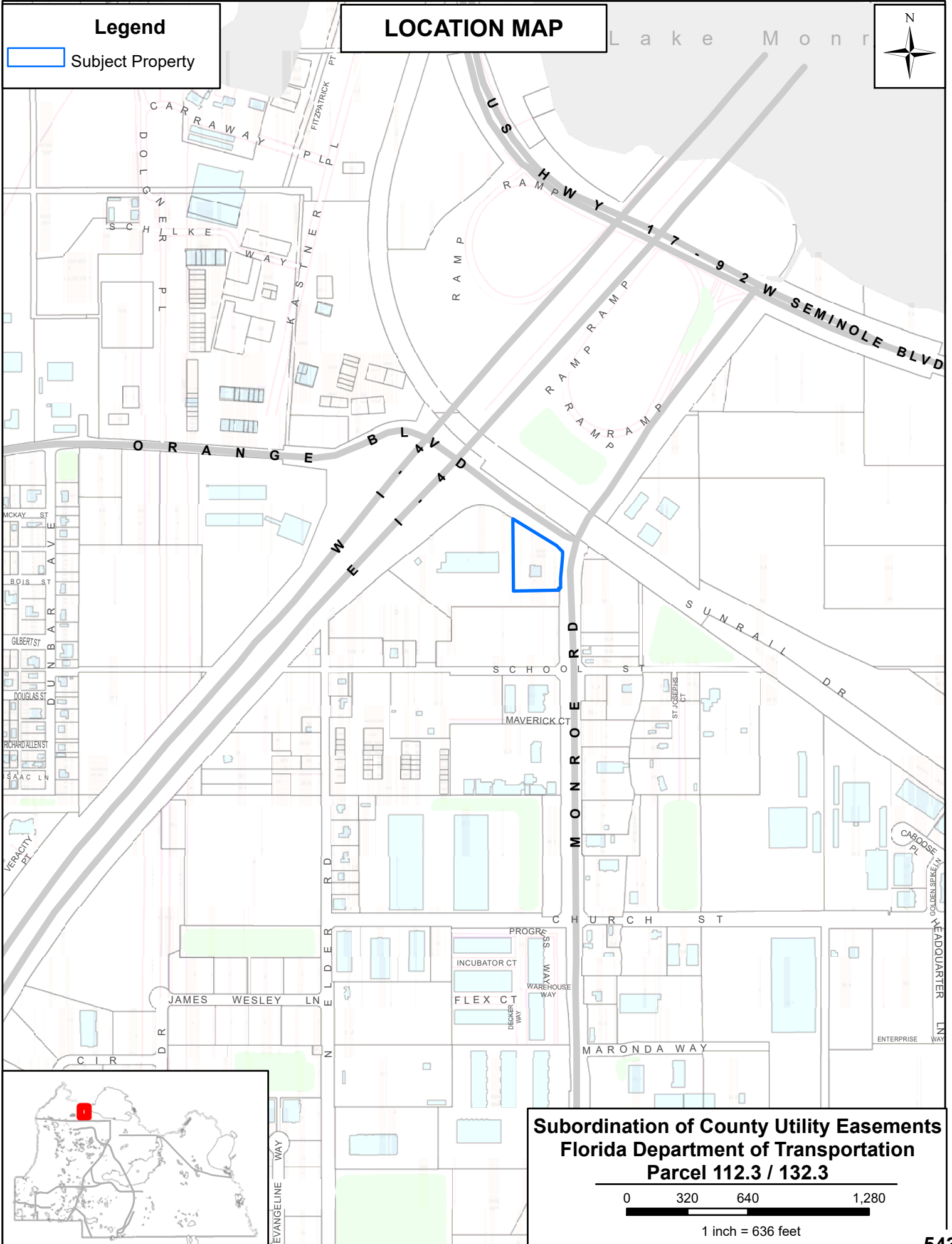
0 320 640 1,280

1 inch = 636 feet

Legend

 Subject Property

LOCATION MAP




Subordination of County Utility Easements Florida Department of Transportation Parcel 112.3 / 132.3

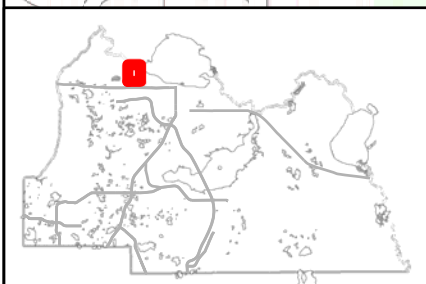
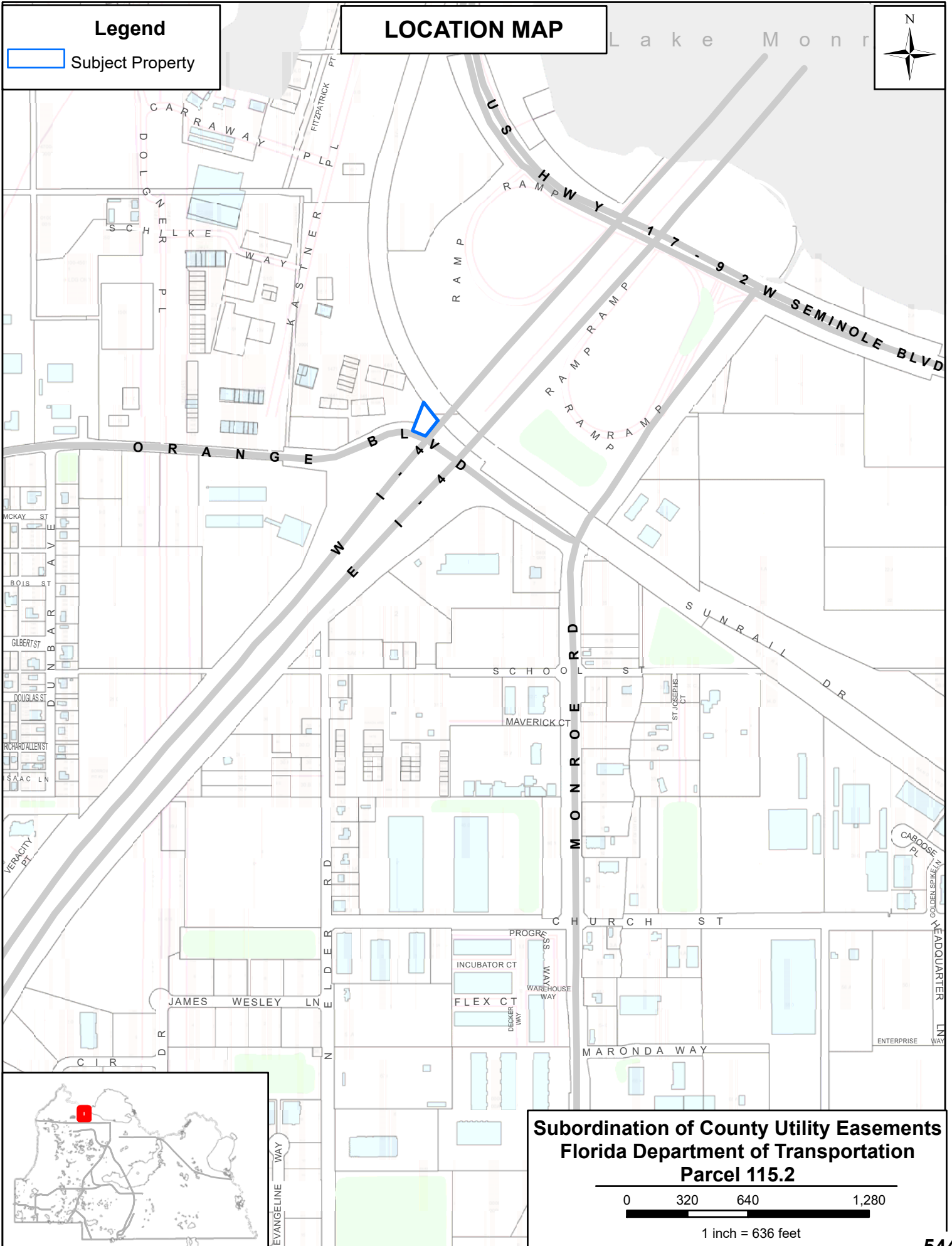
0 320 640 1,280

1 inch = 636 feet

Legend

 Subject Property

LOCATION MAP




Subordination of County Utility Easements Florida Department of Transportation Parcel 115.2

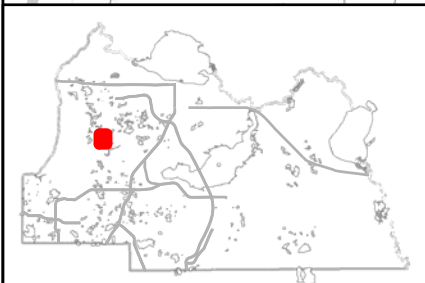
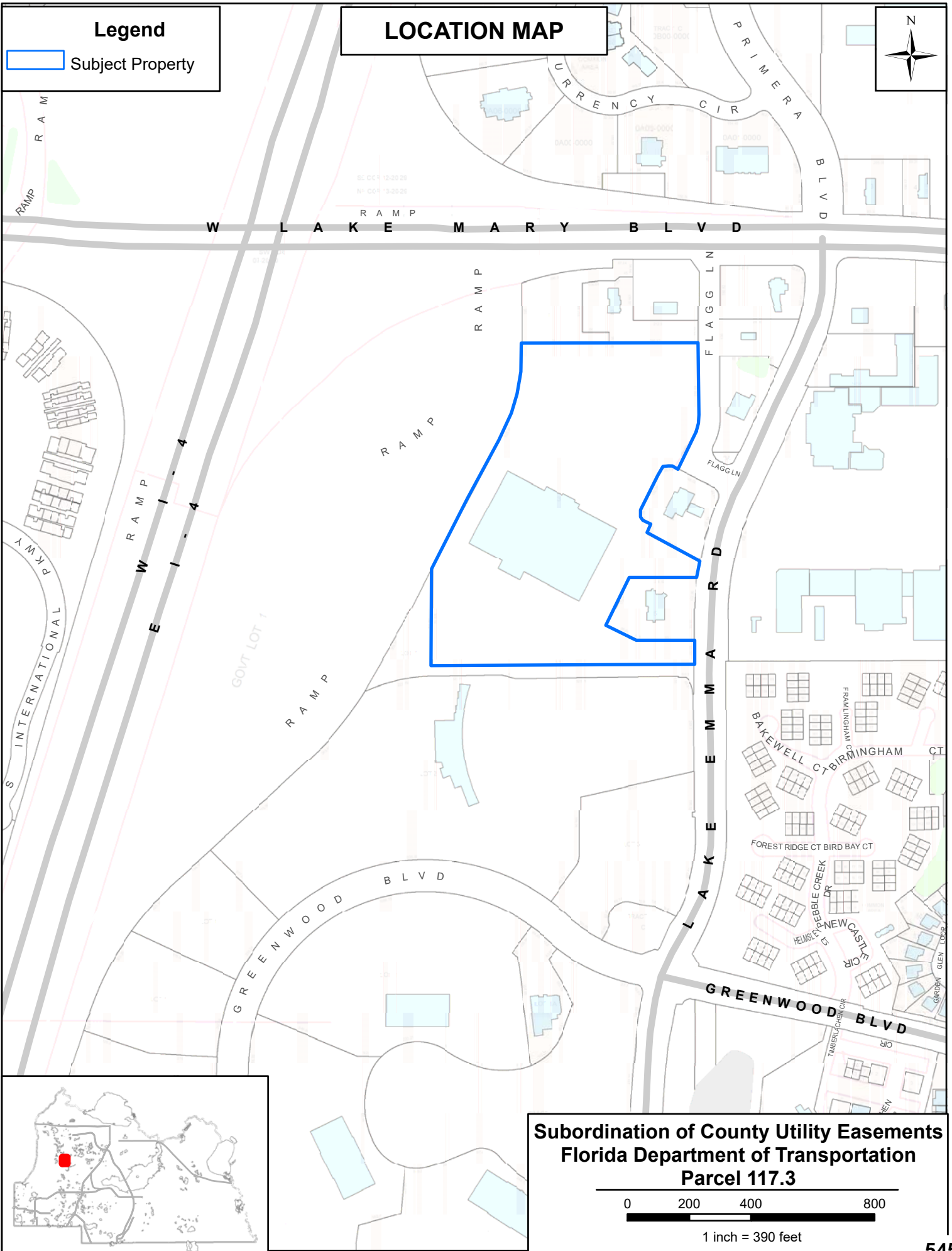
0 320 640 1,280

1 inch = 636 feet

Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 117.3

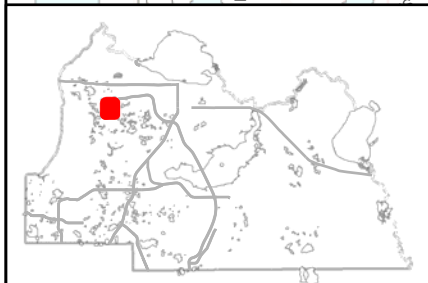
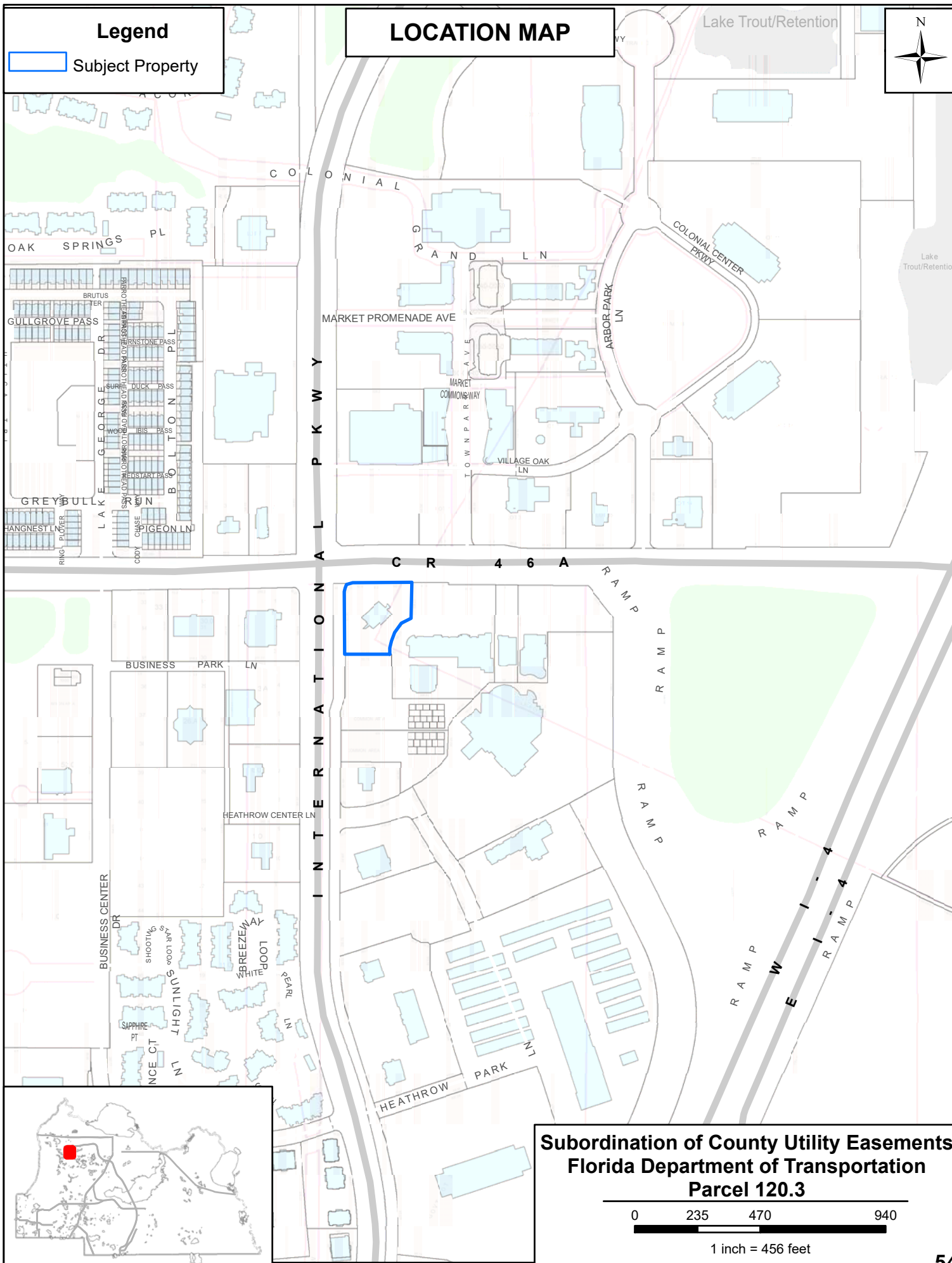
0 200 400 800

1 inch = 390 feet

Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 120.3

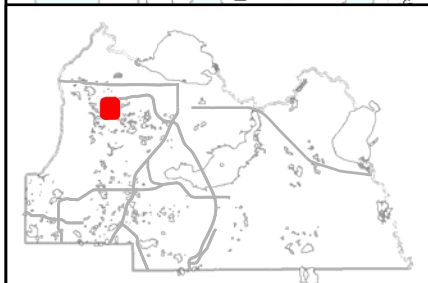
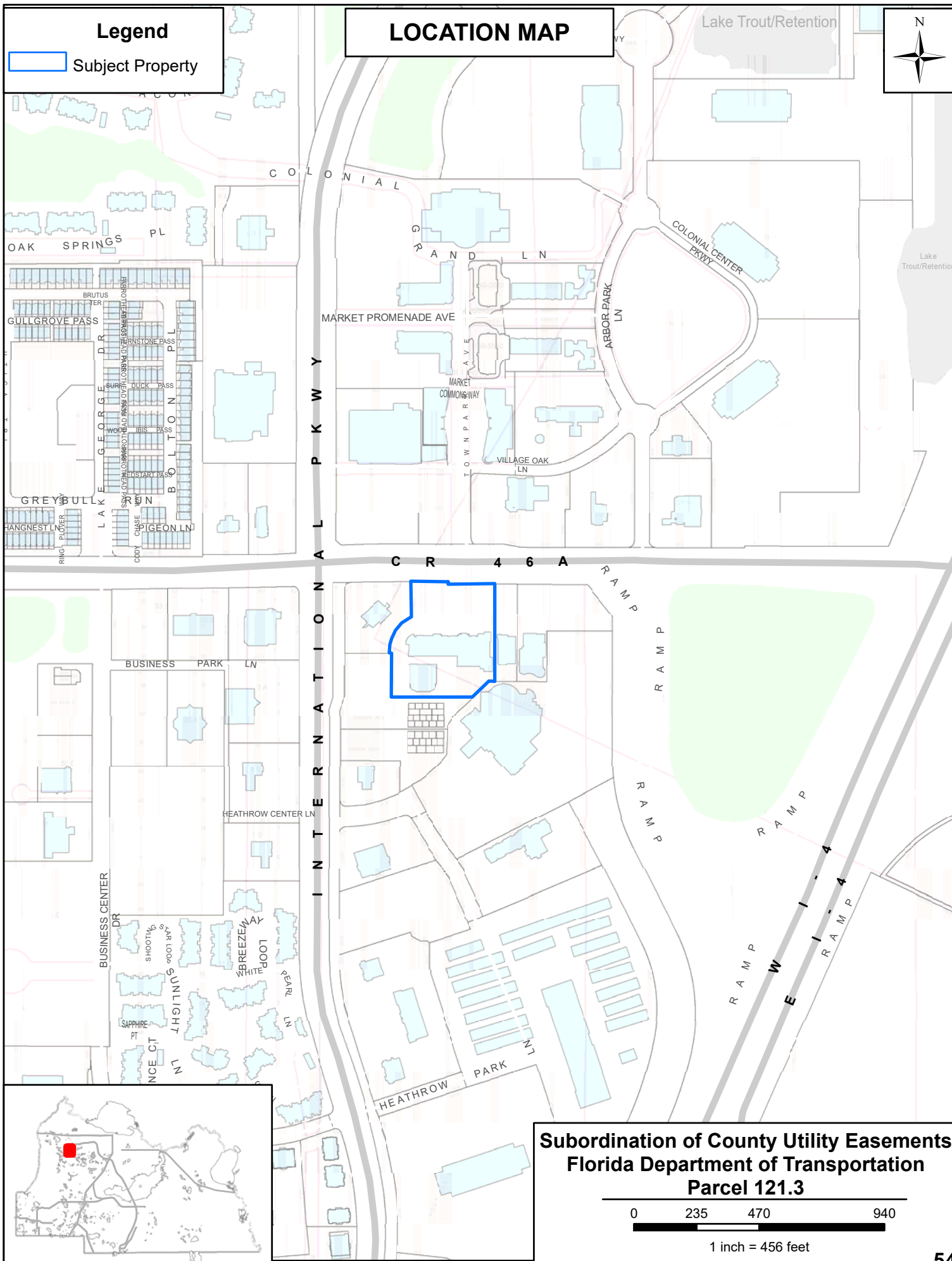
0 235 470 940

1 inch = 456 feet

Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 121.3

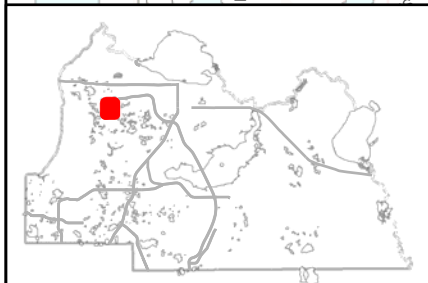
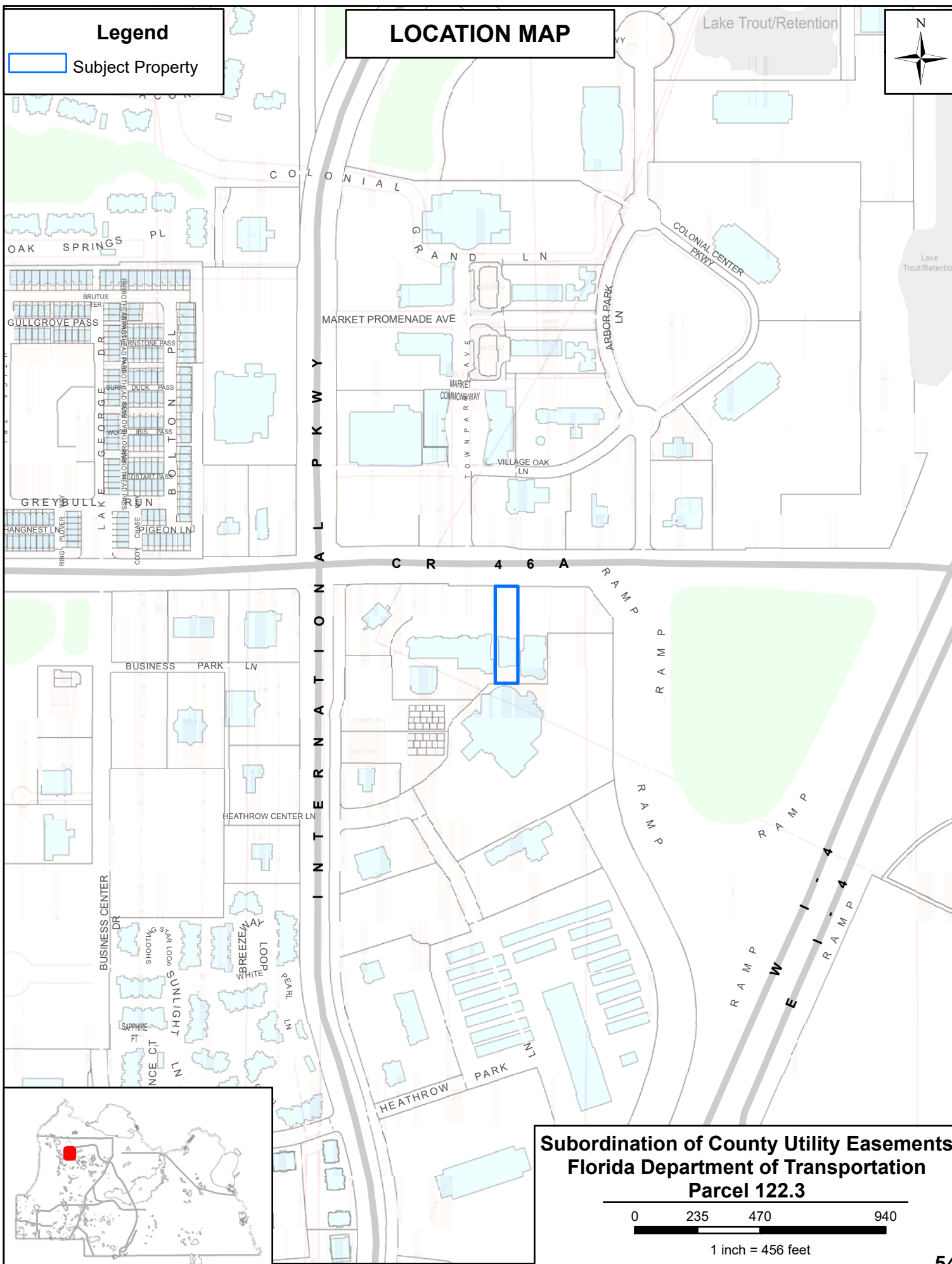
0 235 470 940

1 inch = 456 feet

Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 122.3

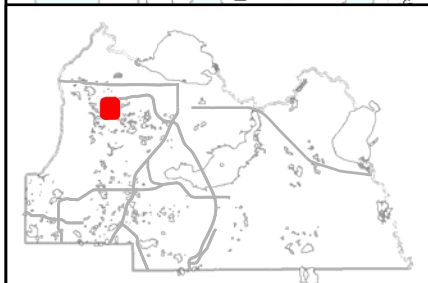
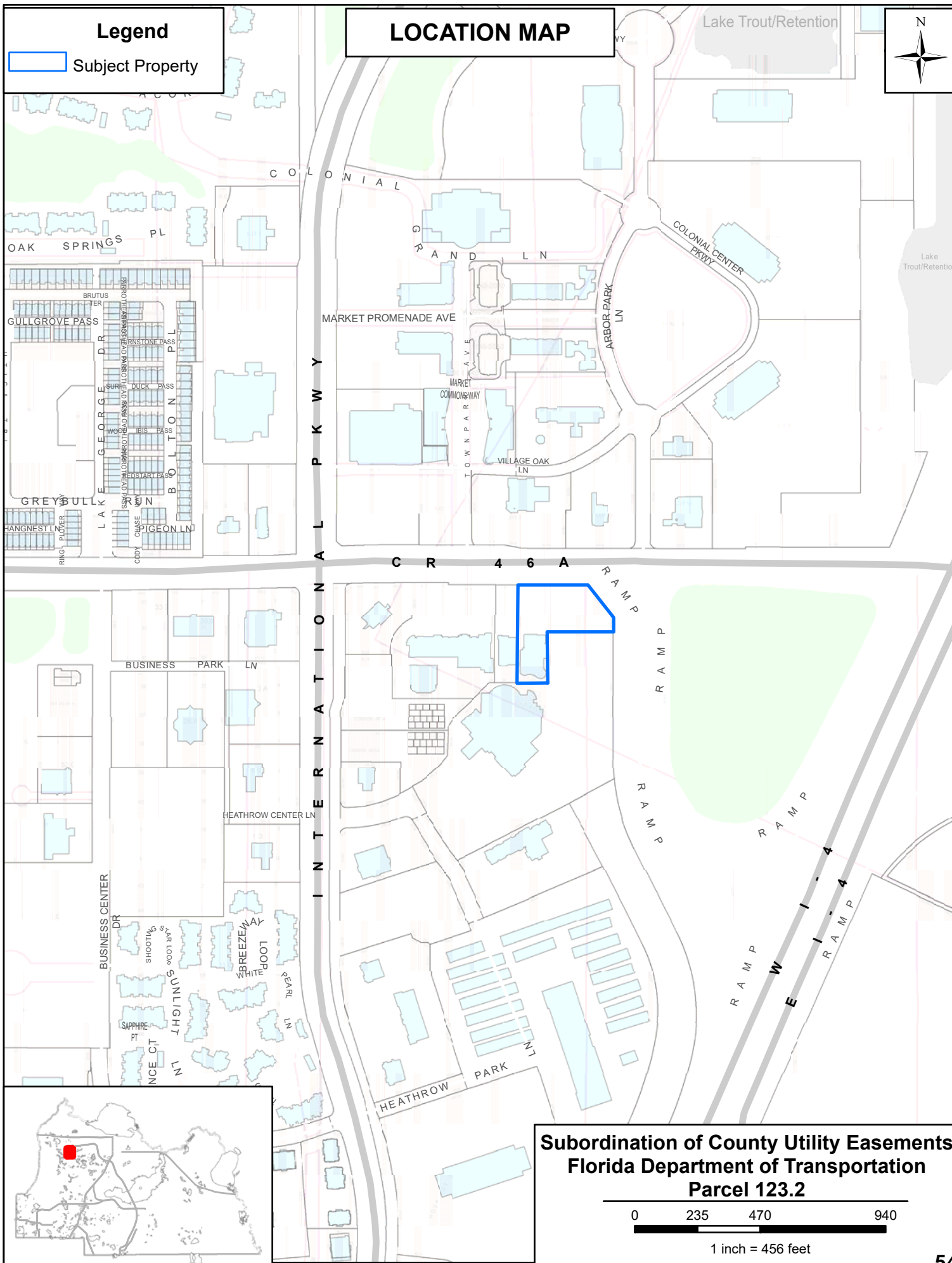
0 235 470 940

1 inch = 456 feet

Legend

 Subject Property

LOCATION MAP




Subordination of County Utility Easements Florida Department of Transportation Parcel 123.2

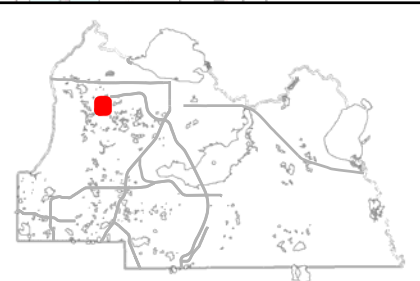
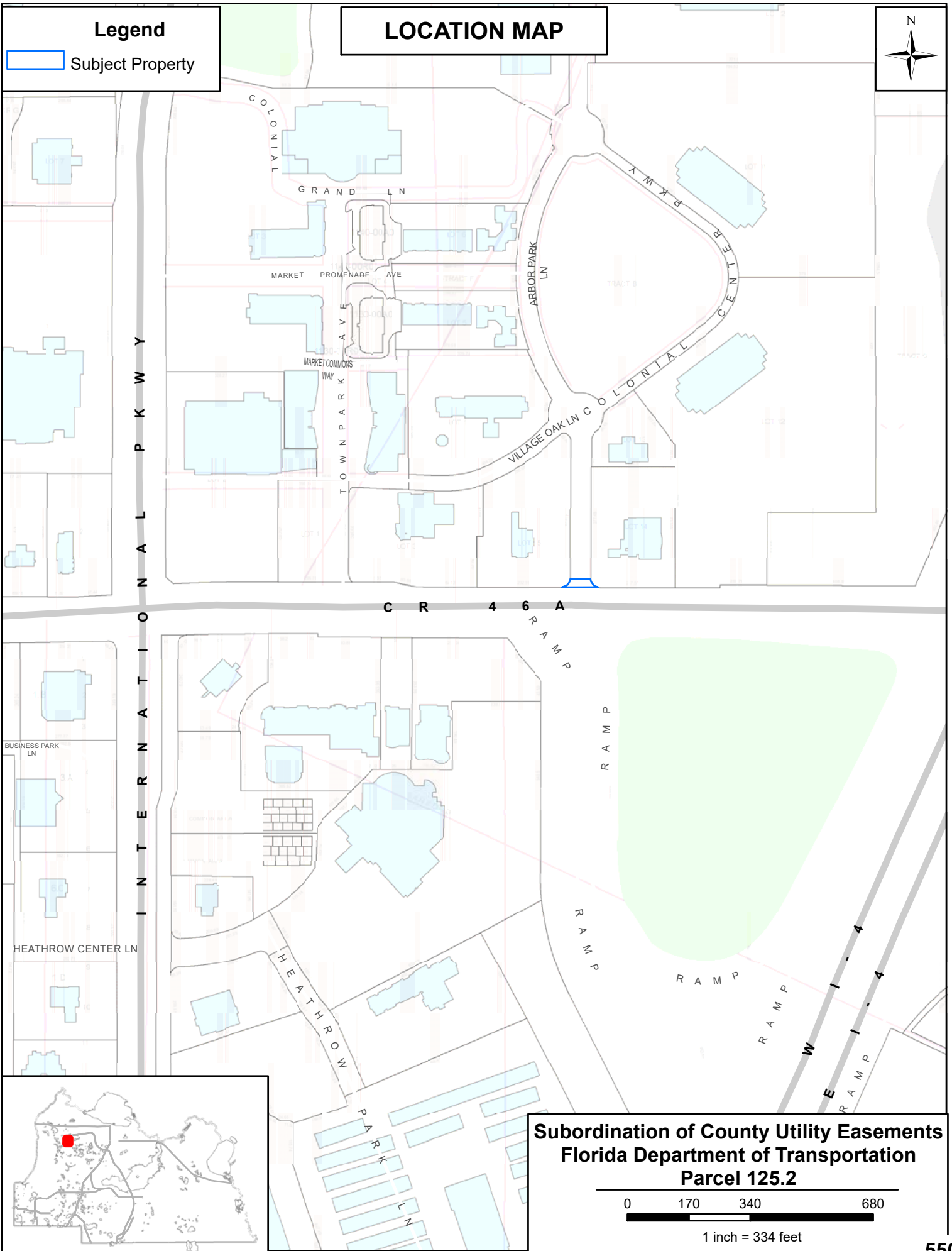
0 235 470 940

1 inch = 456 feet

Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 125.2

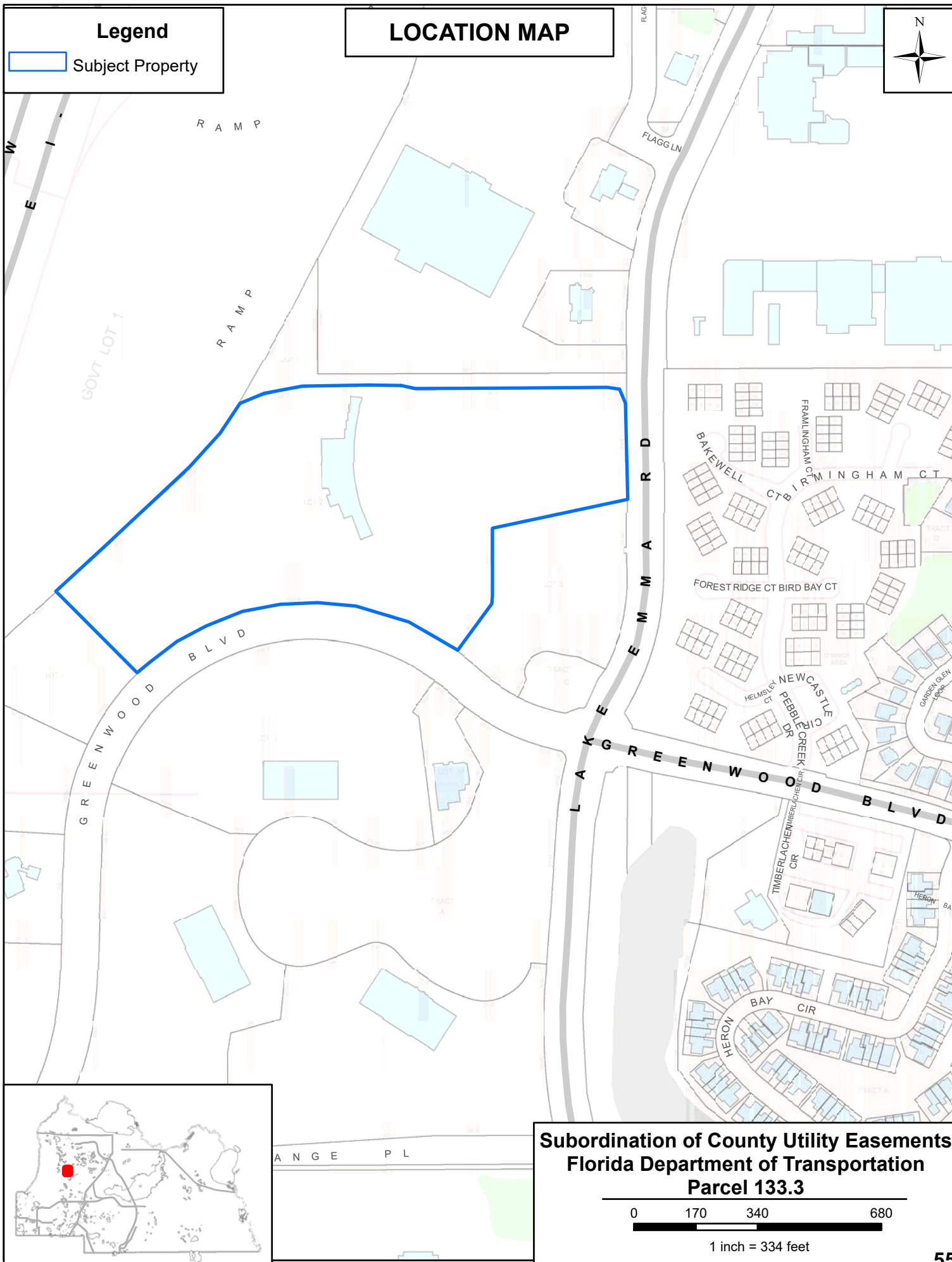
0 170 340 680

1 inch = 334 feet

Legend

 Subject Property

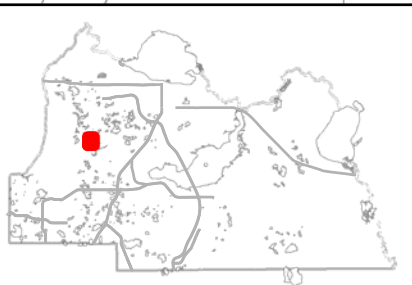
LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 133.3

0 170 340 680

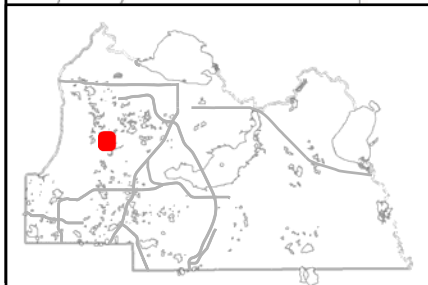
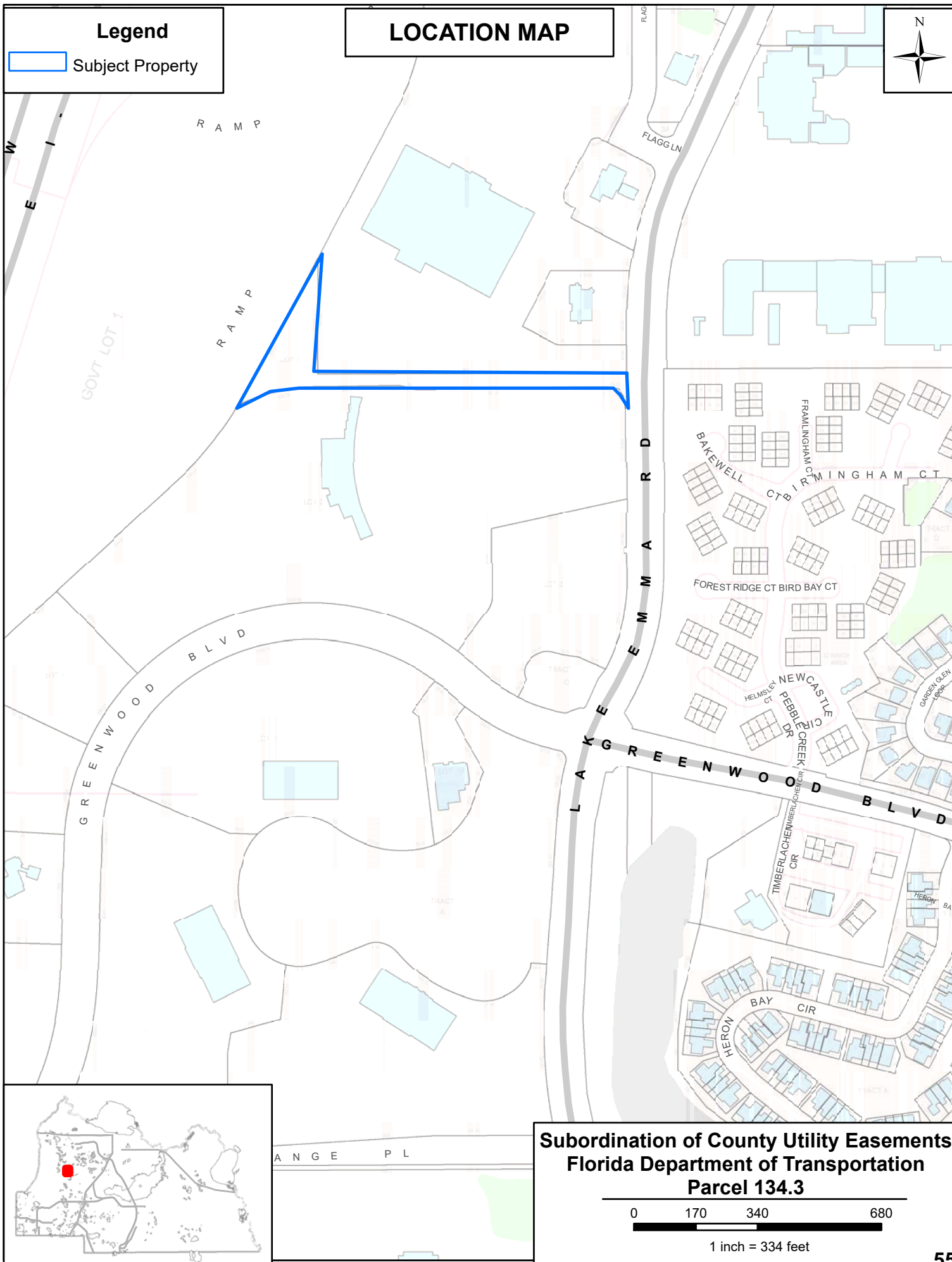
1 inch = 334 feet



Legend

 Subject Property

LOCATION MAP



Subordination of County Utility Easements Florida Department of Transportation Parcel 134.3

0 170 340 680

1 inch = 334 feet



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7467

Title:

Approve and authorize the Chairman to execute the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Easement Renewal Number 00309 (4175-59) for the County Road 419 bridge over the Econlockhatchee River. District1 - Dallari and District2 - Zembower (**Jean Jreij, Public Works Director**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

A public sovereignty submerged lands easement is required for rights-of-way and road and bridge crossings of waters of the state.

The Florida Department of Environmental Protection determined that the Board of Trustees of the Internal Improvement Trust Fund (TIITF) of the State of Florida owns the submerged lands of the Econlockhatchee River and the Sovereignty Submerged Lands Easement was required for the County Road 419 Bridge located in Section 13, Township 21 South, Range 31 East, in Seminole County needs to be renewed for a new fifty-year term.

Staff Recommendation:

Approve and authorize the Chairman to execute the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Easement Renewal Number 00309 (4175-59) for the County Road 419 bridge over the Econlockhatchee River.

This Instrument Prepared By
Lisa-Marie Raulerson
Action No. 45837
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 00309 (4175-59)
BOT FILE NO. 590175764

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Seminole County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Sections 13 and 24, Township 21 South, Range 31 East, in Econlockhatchee River, Seminole County, Florida, as is more particularly described and shown on Attachment A, dated November 27, 1991.

TO HAVE THE USE OF the hereinabove described premises from March 10, 2022, the effective date of this renewal easement, through March 10, 2072, the expiration date of this renewal easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the St. Johns River Water Management District Permit Nos. 4-117-0305G and 12-117-0059G, dated October 8, 1991, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Seminole County, Florida
1101 East First Street
Sanford, Florida 32771

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

4. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

11. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder. Nothing in this easement operates to alter any exemption from taxes to which GRANTEE is entitled under applicable law.

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

19. SPECIAL EASEMENT CONDITIONS:

A. All spoil material is to be used for public purposes and deposited on public land.

B. Submerged Lands of the state adjacent to and downstream of the project site shall be protected from siltation and excess turbidity during and after construction by means of the best available technology for turbidity control. Turbidity control measures may include but are not limited to the use of staked hay bales, filter cloth, staged construction and turbidity screens. Turbidity control devices shall be inspected daily during construction and remain until the site has stabilized.

C. Fourteen days prior to construction of work authorized by this easement, the application shall provide written notification of the date of commencement of construction to the Planning Manager of the DSL East Central Florida District Office, 400 West Robinson, Suite S208, Orlando, Florida 32801.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature


Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

 11/1/2022

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

ATTEST:

GRANT MALOY

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

By: _____

AMY LOCKHART, Chairman

Date: _____

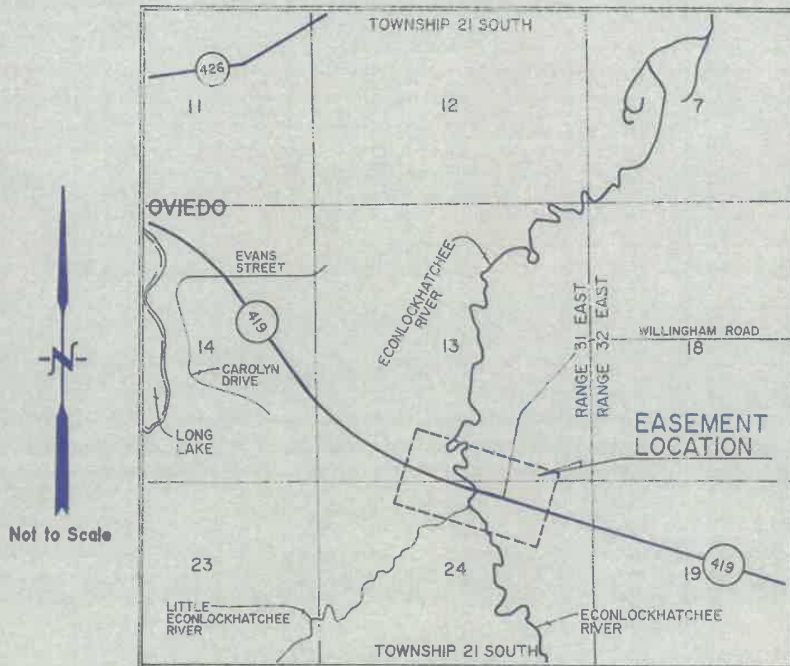
As authorized for execution by the Board of County
Commissioners at its _____, 20____, regular
meeting.

SPECIFIC PURPOSE SURVEY

For COUNTY ROAD NUMBER 419

BRIDGE REPLACEMENT PROJECT NUMBER PS - 060

SECTIONS 13 and 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA



VICINITY MAP

NOTE:
"VICINITY MAP" is based on
UNITED STATES GEOLOGICAL SURVEY
QUADRANGLE: OVIEDO, FLORIDA (Dated, 1956)

SEE SHEET 2 FOR NOTES,
SEE SHEETS 3 and 4 FOR DETAIL SHEETS and
SEE SHEET 5 FOR DESCRIPTION.

SEMINOLE COUNTY
ENGINEERING DEPARTMENT

JOB No. 27908-A1
SHEET 1 OF 5 SHEETS

9-13-91	Revised Safe Upland Line (S.U.L.)
REVISIONS	
IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS	
136 E. ROBINSON ST. ORLANDO, FLORIDA 32801 407-841-2122	
FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT	
CERTIFIED: FIELD SURVEY DATE: 08/30/91	
Michael M. Gentry	
SMALL 14-CHISEL FIG. 10-1168	

SPECIFIC PURPOSE SURVEY

SEE SHEETS 3 and 4 FOR DETAIL SHEETS
and SEE SHEET 5 FOR DESCRIPTION


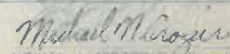
NOTES:

1. Bearings shown hereon are based on the centerline of COUNTY ROAD 419 through the Northeast 1/4 of SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST as Bearing N 73°04'30" W, as shown on the Right-of-Way Map for State Road 419 (formerly State Road 203) Project 5436 and as described and recorded in Deed Book 110, Page 243, Public Records of Seminole County, Florida.
2. This Plat represents a Plat of the Description prepared by JONES, WOOD and GENTRY, INC., per clients instruction and does not indicate ownership. The Description was prepared for Road Right-of-Way Easement Acquisition.
3. Utilities and Underground improvements not shown.
4. Improvements not shown, other than bridges.
5. Baseline of Survey, Centerline of COUNTY ROAD 419 and Boundary Data as shown hereon is based on JONES, WOOD and GENTRY, INC. CONTROL SURVEY for COUNTY ROAD 419, Project No. PS-060, Dated 01/29/90 through 01/07/91.
6. The Safe Upland Line (S.U.L.) as shown hereon was determined by Howard, Needles, Tammen and Bergendoff, Project Engineering Consultants and the Army Corp of Engineers. The location of the Safe Upland Line was provided by Howard, Needles, Tammen and Bergendoff.
7. The specific purpose of this survey is to describe those lands within the Existing and Proposed Right-of-Way limits for COUNTY ROAD 419, Project No. PS-060 lying below the Safe Upland Line (S.U.L.) along the Econlockhatchee River, monuments were set at the intersection points of the provided Safe Upland Line location with the Proposed Right-of-Way Line. The Proposed Right-of-Way Line is shown on the Right-of-Way plans prepared by JONES, WOOD and GENTRY, INC.
8. Remainders of Parent Tracts lying partially within the limits of the lands described herein are shown on the Right-of-Way plans for COUNTY ROAD 419, Project No. PS-060 prepared by JONES, WOOD and GENTRY, INC.

LEGEND:

T.B. = Tangent Bearing
 STA. = Station
 LT. = Left
 RT. = Right
 P.C. = Point of Curvature
 P.I. = Point of Intersection
 P.O.C. = Point On Curve
 P.T. = Point of Tangency
 P.O.L. = Point On Line
 R/W = Right-of-Way
 (C) = Computed
 (P) = Plat
 (D) = Deed
 O.R.B. = Official Records Book
 J.W.B. = Jurisdictional Wetlands Boundary
 S.U.L. = Safe Upland Line
 P.O.B. = POINT OF BEGINNING
 Δ = Delta (Intersection Angle)
 D = Degree of Curve
 R = Radius
 L = Arc Length
 D.B. = Deed Book
 Pg. = Page
 B = Baseline
 C = Centerline

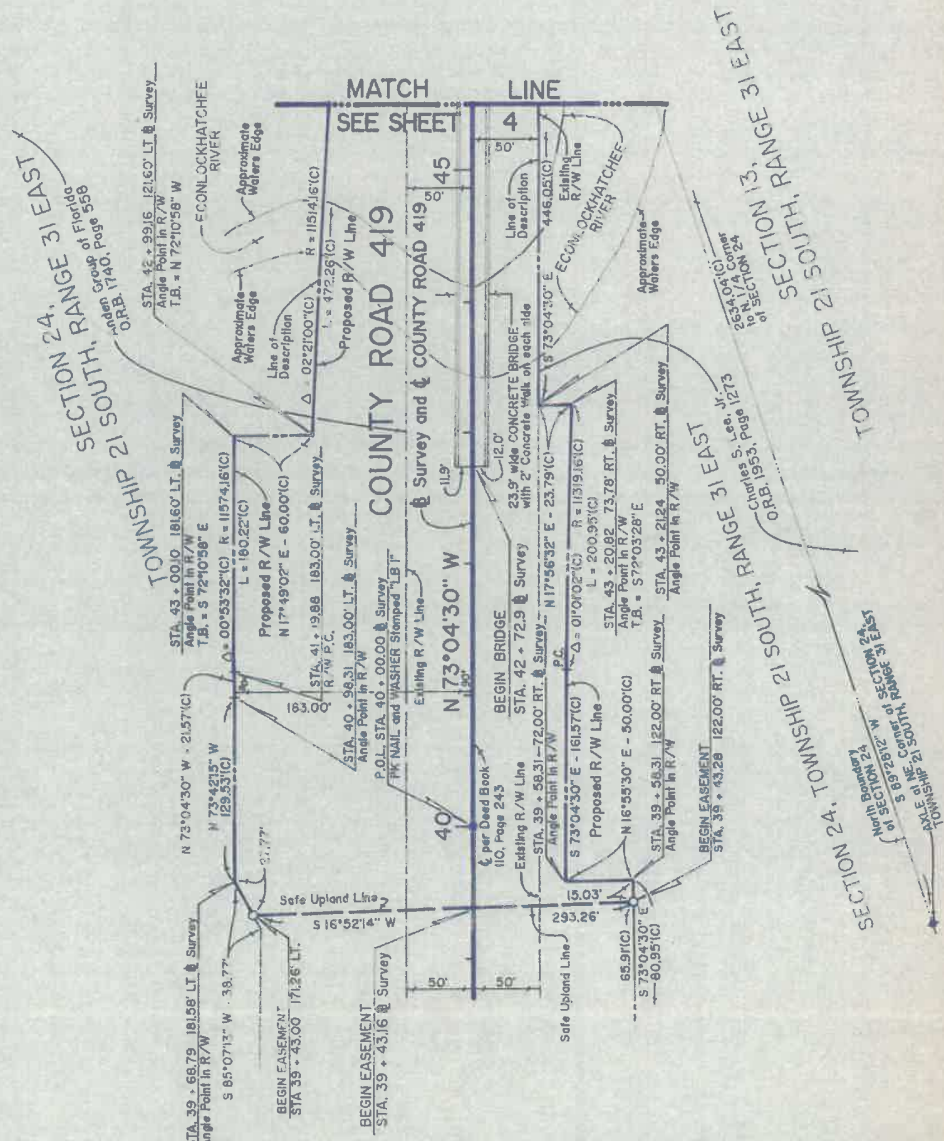
- = Recovered PK NAIL & WASHER stamped "LB 1"
- = Set 1/2" IRON BAR with CAP stamped "LB 1"

9-13-91 Revised Safe Upland Line (S.U.L.)	
NOTES	
IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.	
	
JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS 136 E. BORDEN ST. ORLANDO, FLORIDA 32801 407-841-4122	
FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT	
CERTIFIED:	 MICHAEL J. CROZIER, F.L.S., No. 3186
FIELD SURVEY	
DATE: 08/30/91	

JOB No. 27908-AI
SHEET 2 OF 5 SHEETS

SPECIFIC PURPOSE SURVEY

SEE SHEET 2 FOR NOTES and
SEE SHEET 5 FOR DESCRIPTION



SCALE 1" = 100'

NOTE:

Ownership of lands below the Econlockhatchee River Ordinary High Water Mark are subject to Judicial Determination. The Ordinary High Water Mark is not shown.

JOB No. 27908-AI
SHEET 3 OF 5 SHEETS

9-13-91	Revised Safe Upland Line (S.U.L.)
<p>IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>	
<p>JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS</p>	
<p>136 E. ROBINSON ST. ORLANDO, FLORIDA 32801 407-841-2162</p>	
<p>FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT</p>	
<p>CERTIFIED: FIELD SURVEY DATE: 8-30-91</p>	
<p><i>Michael A. Gentry</i> MICHAEL A. GENTRY, P.L.S., No. 5188</p>	

SEE SHEET 2 FOR NOTES and
SEE SHEET 5 FOR DESCRIPTION



1. The 'POINT OF BEGINNING' as shown hereon has scaled coordinates of:
1,571,000 NORTHING
444,900 EASTING

The coordinates are scaled from the U.S. GEOLOGICAL OVIEDO QUADRANGLE (7.5 Minute Series) based on 1927 NAD FLORIDA COORDINATE SYSTEM, EAST ZONE.
2. Ownership of lands below the Econlockhatchee River Ordinary High Water Mark are subject to Judicial Determination. The Ordinary High Water Mark is not shown.

9-13-91] Revised Safe Upland Line (S.U.L.)

REVISED

IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DEKEDR

JONES, WOOD & GENTRY, INC.

PROFESSIONAL LAND SURVEYORS

F.S.P.S.

106 E. RICHMOND ST.
ORLANDO, FLORIDA 32801
407-641-2122

F.R.:

SEMINOLE COUNTY ENGINEERING DEPARTMENT

CERTIFIED:
FIELD SURVEY

DATE: 08/30/91

Michael M. Crozier

MICHAEL M. CROZIER, P.E., No. 3188

DESCRIPTION

(Road Right-of-way Easement Across the Econlockhatchee River)

From the Northeast corner of the Northwest 1/4 of Section 24, Township 21 South, Range 31 East, Seminole County, Florida, run South 89 degrees 28 minutes 12 seconds West 308.14 feet along the North boundary of said Northwest 1/4 for the POINT OF BEGINNING; thence run North 23 degrees 27 minutes 27 seconds West 127.14 feet; thence run North 38 degrees 43 minutes 51 seconds East 124.08 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11259.16 feet; thence from a tangent bearing of South 67 degrees 58 minutes 04 seconds East, run Southeasterly 214.17 feet along the arc of said curve through a central angle of 01 degrees 05 minutes 24 seconds to the end of said curve; thence run South 35 degrees 16 minutes 18 seconds East 178.91 feet to a point on the North right-of-way line of County Road 419 as described and recorded in Deed Book 110, Page 243, Public Records of Seminole County, Florida; thence run South 73 degrees 04 minutes 30 seconds East 446.05 feet along said North right-of-way line; thence run North 17 degrees 56 minutes 32 seconds East 23.79 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11319.16 feet; thence from a tangent bearing of South 72 degrees 03 minutes 28 seconds East, run Southeasterly 200.95 feet along the arc of said curve through a central angle of 01 degrees 01 minutes 02 seconds to the end of said curve; thence run South 73 degrees 04 minutes 30 seconds East 161.57 feet; thence run North 16 degrees 55 minutes 30 seconds East 50.00 feet; thence run South 73 degrees 04 minutes 30 seconds East 15.03 feet; thence run South 16 degrees 52 minutes 14 seconds West 293.26 feet to a point on the North right-of-way line of Chuluota Road as recorded in Plat Book 6, Pages 76 and 77, Public Records of Seminole County, Florida; thence run South 85 degrees 07 minutes 13 seconds West 27.77 feet along said North right-of-way line; thence run North 73 degrees 42 minutes 15 seconds West 129.53 feet to a point on a line parallel with and 183.00 feet Southwest of, when measured at right angles to, the centerline of County Road 419 as described and recorded in the aforesaid Deed Book 110, Page 243; thence run North 73 degrees 04 minutes 30 seconds West 21.57 feet along said parallel line to the beginning of a tangent curve concave Northeasterly and having a radius of 11574.16 feet; thence run Northwesterly 180.22 feet along the arc of said curve through a central angle of 00 degrees 53 minutes 32 seconds to the end of said curve; thence run North 17 degrees 49 minutes 02 seconds East 60.00 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11514.16 feet; thence from a tangent bearing of North 72 degrees 10 minutes 58 seconds West, run Northwesterly 472.26 feet along the arc of said curve through a central angle of 02 degrees 21 minutes 00 seconds to the end of said curve; thence run South 20 degrees 10 minutes 02 seconds West 60.00 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11574.16 feet; thence from a tangent bearing of North 69 degrees 49 minutes 58 seconds West, run Northwesterly 213.99 feet along the arc of said curve through a central angle of 01 degrees 03 minutes 34 seconds; thence run North 23 degrees 27 minutes 27 seconds West 151.03 feet to the POINT OF BEGINNING.

CONTAINING: 6.145 Acres or 267,676 square feet, more or less

SUBJECT TO: Easements and leases, if any.

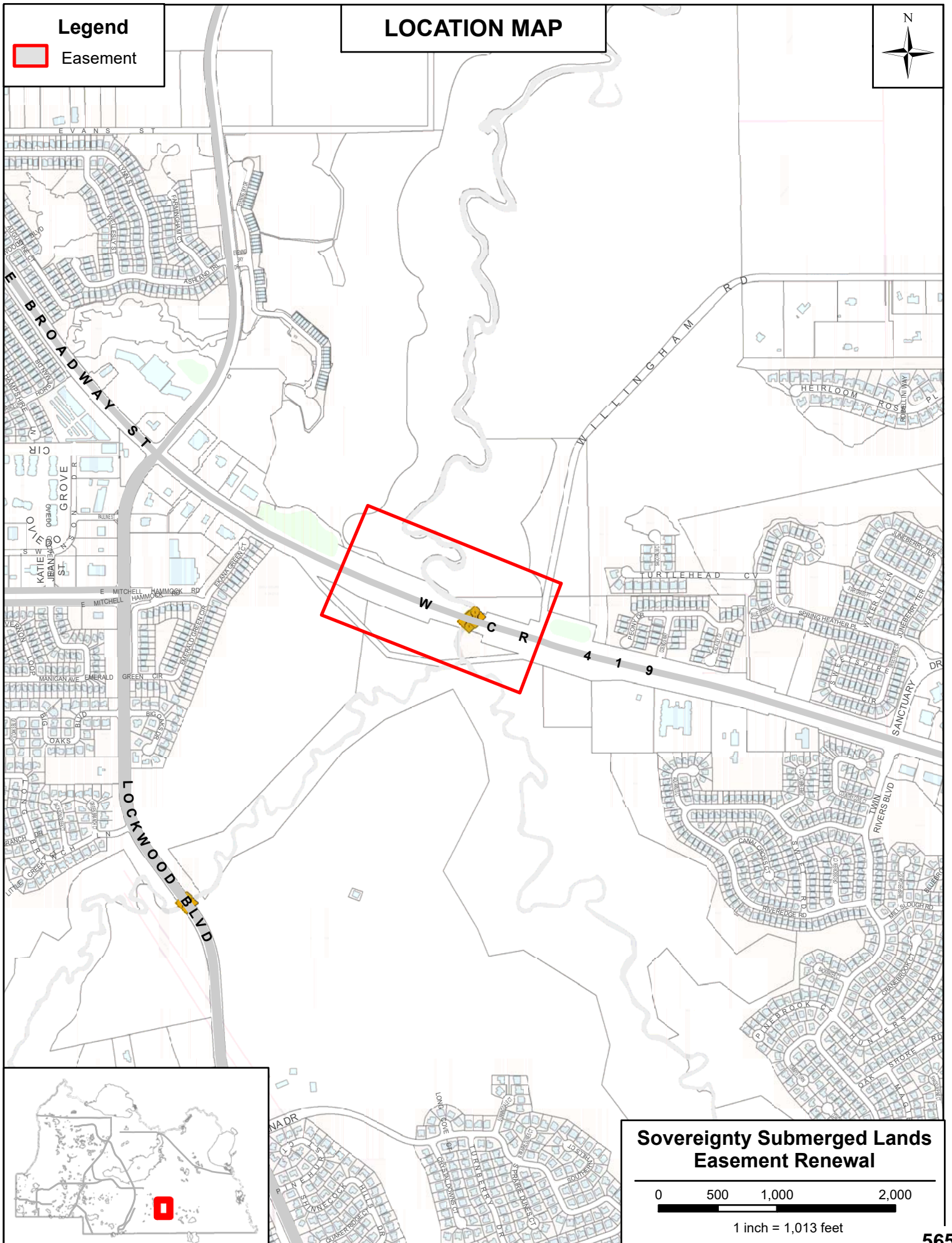
REVISED: November 27, 1991 (Added square footage)

REVISED: September 13, 1991

August 30, 1991
Sheet 5 of 5 Sheets
Job #27908-A1

JONES, WOOD & GENTRY, INC.
136 East Robinson Street
Orlando, Florida 32801

File:\wp5\desc27\279081a





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7477

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Parcel Nos. 126/826 for acquisition of property interests needed for the Orange Boulevard Improvement Project (5,796 ± SF & 1,681 ± SF respectively) between Judith Ann Weyers, f/k/a Judith Ann Biesboer and Seminole County for \$180,000.00, as full settlement of all other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij, Public Works Director**)

Division:

Public Works - Engineering

Authorized By:

Jean Jreij

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

These parcels (Nos. 126/826) have been identified for acquisition as part of the County's Orange Boulevard Improvement Project. The owner (Judith Ann Weyers, f/k/a Judith Ann Biesboer / Tax ID#16-19-30-5AB-2500-001A) of the property located at 5358 Orange Boulevard at the northwesterly corner of Orange Boulevard and Delaware Street, in Sanford, Florida, has agreed to sell and convey these property interests to Seminole County for the sum of \$180,000.00, inclusive of all fees and costs.

The parent property is improved with a single-family residence and ancillary improvements and consists of 2.42 ± acres of land. The County's valuation of this parcel is \$122,100.00. The majority of this cost (\$98,200.00) is associated with the damages to the remainder property and the cost to cure to make the owner whole. The County's incentivized offer amount was \$165,360.00. After negotiation with the owner, a settlement was reached for \$180,000.00, inclusive of all fees and costs. This proposed settlement amount is considered reasonable under the circumstances inherent in the condemnation process. The main rationale for approval of this settlement is cost avoidance. If this

acquisition must proceed to condemnation, litigation costs and the costs of the County's appraisal and to pay for the owner's appraisal and additional expert's fees on both sides would likely exceed the additional settlement funds proposed to be paid.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement related to Parcel Nos. 126/826 for acquisition of property interests needed for the Orange Boulevard Improvement Project (5,796 ± SF & 1,681 ± SF respectively) between Judith Ann Weyers, f/k/a Judith Ann Biesboer and Seminole County for \$180,000.00, as full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT

Multiple Parcels

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between JUDITH ANN WEYERS, f/k/a JUDITH ANN BIESBOER, a single woman, whose address is 5358 Orange Blvd., Sanford, Florida 32771-8660, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY requires the property described below for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See Parcel 126 as described and depicted on the attached Exhibit "A"
for Fee Simple legal description and sketch
(The "Fee Property")

See Parcel 826 as described and depicted on the attached Exhibit "B"
for Drainage Easement legal description and sketch
(The "Easement Property")

(Collectively, the "Property").

Parcel I. D. Number: 16-19-30-5AB-2500-001A

II. CONVEYANCE AND PURCHASE PRICE

(a) For the above referenced project, OWNER shall sell and convey the Fee Property by Warranty Deed and the Easement Property by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees,

expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for Warranty Deed and Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Warranty Deed and Drainage Easement described in Item II.(a) above are not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2022).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a warranty deed or easement, respectively.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2022), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY

that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) Except as provided in Item III(q) below, with respect to the Property and all areas immediately adjacent to the Property on the Property, COUNTY shall construct its improvements in substantial conformity with the Construction Plans for the Orange Boulevard Improvement Project CIP No. 01785303, a copy of which is attached to and incorporated in this Agreement by reference as Exhibit "C" (the "Plans"). If COUNTY changes the use of the Property to be in non-conformity with the Plans or if COUNTY otherwise does not substantially comply with the Plans, then OWNER will have the same remedies as would have been afforded to OWNER had the case been resolved by verdict with the Plans having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975) (when plans and specification for construction of a public project are in evidence, the condemnor is bound by them and the issues as to damages are framed by them).

(q) Regardless of whether it is depicted on the Plans, a water-line stub-out to service the Property will be installed as part of the construction of the above referenced project.

(r) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

[Balance of this page intentionally blank; signatory page continues on Page 5.]

Road Project: Orange Blvd Improvement Project - Parcel 126/826
Parcel Address: 5358 Orange Blvd., Sanford Florida 32771-8660
Owner Name: Judith Ann Weyers, f/k/a Judith Ann Biesboer

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


ATTEST:



Signature

Edwin R. Bartfield

Print Name




Signature

ROBERT RIESEN

Print Name

JUDITH ANN WEYERS, F/K/A JUDITH
ANN BIESBOER, Owner

By: 

12.20.2022

Date

[Balance of this page intentionally blank; signatory page continues on Page 6.]

Road Project: Orange Blvd Improvement Project - Parcel 126/826
Parcel Address: 5358 Orange Blvd., Sanford Florida 32771-8660
Owner Name: Judith Ann Weyers, f/k/a Judith Ann Biesboer

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Amy Lockhart, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:

Exhibit "A" – Legal Description and Sketch
Exhibit "B" – Legal Description and Sketch
Exhibit "C" – Construction Plans

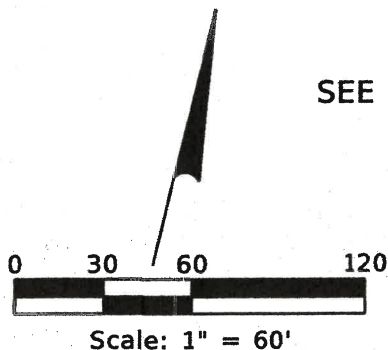
DGS/dsk

Date 12/20/22

T:\Users\Legal Secretary CSB\Public Works\Acquisitions\2022\Orange Boulevard\Biesboer-Weyers\Purchase Agreement - Deed - Multiple Parcels.docx

Exhibit "A"

SKETCH OF DESCRIPTION PARCEL 126 SEE SHEETS 2 AND 3 FOR DESCRIPTION



LEGEND

- A = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- BLVD = BOULEVARD
- (C) = CALCULATED DATA
- CL = CENTERLINE
- C.I.P. = CAPITAL IMPROVEMENT PROJECT
- C.M. = CONCRETE MONUMENT
- C.R. = COUNTY ROAD
- (D) = DEED DATA
- D.B. = DEED BOOK
- I.B.C. = IRON BAR AND CAP
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PLAT DATA
- P.B. = PLAT BOOK
- PG(S) = PAGE OR PAGES
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- PLS = PROFESSIONAL LAND SURVEYOR
- PL = PROPERTY LINE
- R/W = RIGHT OF WAY
- T = TANGENT
- T.B. = TANGENT BEARING

POINT OF COMMENCEMENT PARCELS 126 AND 826

SW. CORNER OF LOT 3,
BLOCK 25, P.B. 1, PG. 127

POINT OF BEGINNING PARCEL 126

SW. CORNER OF PARCEL
1-A-25, O.R.B. 2209, PG. 1105

EXISTING R/W P.C.
STA. 58+33+26
21.25' LT.(F)

S. BOUNDARY OF
LOT 3, BLOCK 25,
P.B. 1, PG. 127

N89°48'30"E
224.31'(C)

N45°16'37"E
400.49'(C)

EXISTING
NORTHERLY
R/W LINE OF
ORANGE BLVD.

Δ = 14°59'14"(C)
R = 1925.00'(C)
L = 503.54'(C)
CH = 502.10'(C)
CB = N52°46'14"E

CURVE A
Δ = 07°32'38"(C)
R = 1954.00'(C)
L = 257.27'(C)
CH = 257.09'(C)
CB = N64°14'01"E

R/W LINE

CURVE A (126)

23.46'(C)

Δ = 07°39'42"(C)
R = 1925.00'(F)

22.82'(C)

L = 257.42'(C)

CH = 257.22'(C)
CB = S64°05'42"W

64

CURVE CLC2 65

Q CONSTRUCTION

C.R. 431 (ORANGE BLVD.)

66

T.B. = S67°55'34"W

PARCEL 1-A-25 PER
O.R.B. 9455, PGS. 1146-1147 AND
O.R.B. 2209, PGS. 1105-1106

GOVERNMENT LOT 1 SECTION 19 TOWNSHIP 19 SOUTH RANGE 30 EAST

PART OF LOT 1
BLOCK 25
SANFORD FARMS
P.B. 1, PG. 127

CURVE CLC2
P.I. STA. 63+69.28
Δ = 31°26'55" RT.
R = 1910.00'
T = 537.75'
L = 1048.37'
P.C. STA. 58+31.52
P.T. STA. 68+79.89

W. BOUNDARY OF
O.R.B. 2209, PG. 1105
AND O.R.B. 9455, PG. 1146

T.B. = N60°27'42"E

N13°16'28"W

N76°43'32"E

N. BOUNDARY OF
O.R.B. 2209, PG. 1105

251.00'(C)

358.63'(C)

W. BOUNDARY OF
D.B. 55, PG. 36

NORTH DELAWARE
STREET

T.B. = S68°00'19"W

S13°16'28"E

SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)

SEMINOLE COUNTY

BY C.SCHIELKE
DATE 12-15-20

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS126.DGN JOB NO. 29183

NOT VALID WITHOUT
SHEETS 2 AND 3

CHECKED T.STEVENSON
DATE 03-18-21

C.I.P. NO. 01785303

SHEET 1 OF 3

**LEGAL DESCRIPTION
PARCEL 126
SEE SHEET 1 FOR SKETCH**

**PARCEL No.126
RIGHT OF WAY**

A parcel of land lying in Government Lot 1, of Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 2209, Page 1105 and Official Records Book 9455, Page 1146, of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 3 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County, Florida, and run North 89°48'30" East, 224.31 feet along the South boundary of said Lot 3 to a point on the existing Northerly right of way line of Orange Boulevard; thence North 45°16'37" East, 400.49 feet along said existing Northerly right of way line to the beginning of a circular curve to the right, concave Southeasterly and having a radius of 1925.00 feet; thence Northeasterly, 503.54 feet along said existing Northerly right of way line and the arc of said curve through a central angle of 14°59'14", with a chord distance of 502.10 feet and a chord bearing of North 52°46'14" East, to the Southwest corner of the lands described as Parcel 1-A-25 and recorded in Official Records Book 2209, Page 1105, of the Public Records of Seminole County, Florida, for the POINT OF BEGINNING; thence North 13°16'28" West, 23.46 feet along the West boundary of said lands, to a point on the arc of a circular curve to the right, concave Southeasterly and having a radius of 1954.00 feet; thence from a tangent bearing of North 60°27'42" East, run Northeasterly, 257.27 feet along the arc of said curve through a central angle of 07°32'38", with a chord distance of 257.09 feet and a chord bearing of North 64°14'01" East, to the end of said curve and a point on the West boundary of the lands described and recorded in Deed Book 55, Page 36, of the aforesaid Public Records; thence South 13°16'28" East, 22.82 feet along said West boundary to a point on the aforesaid existing Northerly right of way line of Orange Boulevard, said point being on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1925.00 feet; thence from a tangent bearing of South 67°55'34" West, run Southwesterly, 257.42 feet along the arc of said curve and existing Northerly right of way line, through a central angle of 07°39'42", with a chord distance of 257.22 feet and a chord bearing of South 64°05'42" West, returning to said POINT OF BEGINNING.

Containing: 5796 Square Feet, more or less.

			SEMINOLE COUNTY PUBLIC WORKS				
			LEGAL DESCRIPTION - THIS IS NOT A SURVEY				
			COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)			SEMINOLE COUNTY	
				BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS126.DGN JOB NO. 29183	NOT VALID WITHOUT SHEETS 1 AND 3
			DRAWN	C.SCHIELKE	12-15-20		
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303	SHEET 2 OF 3

**LEGAL DESCRIPTION
PARCEL 126
SEE SHEET 1 FOR SKETCH**

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the South Boundary of Lot 3, Block 25, P.B. 1, Pg 127, Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being North 89°48'30" East.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

J. Thomas Stevenson

J. THOMAS STEVENSON - PLS
FLORIDA REGISTRATION NUMBER 4460
JONES, WOOD & GENTRY, INC. - LB 1
9645 EAST COLONIAL DRIVE - SUITE 114
ORLANDO, FLORIDA 32817
TELEPHONE: 407-898-7780
DATE: MARCH 18, 2021

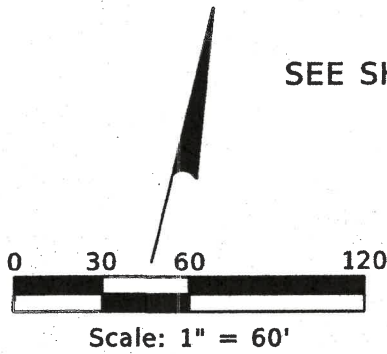
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



			SEMINOLE COUNTY PUBLIC WORKS						
			LEGAL DESCRIPTION - THIS IS NOT A SURVEY						
			COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)			SEMINOLE COUNTY			
			BY	DATE	PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE: RWPS126.DGN JOB NO. 29183		NOT VALID WITHOUT SHEETS 1 AND 2		
DRAWN	C.SCHIELKE	12-15-20							
REVISION	BY	DATE	CHECKED	T.STEVENSON	03-18-21	C.I.P. NO. 01785303		SHEET 3 OF 3	

Exhibit "B"

SKETCH OF DESCRIPTION PARCEL 826 SEE SHEETS 2 AND 3 FOR DESCRIPTION



LEGEND

- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CH = CHORD DISTANCE
- CB = CHORD BEARING
- BLVD = BOULEVARD
- (C) = CALCULATED DATA
- CL = CENTERLINE
- C.I.P. = CAPITAL IMPROVEMENT PROJECT
- C.M. = CONCRETE MONUMENT
- C.R. = COUNTY ROAD
- (D) = DEED DATA
- D.B. = DEED BOOK
- I.B.C. = IRON BAR AND CAP
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PLAT DATA
- P.B. = PLAT BOOK
- PG(S). = PAGE OR PAGES
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- PLS = PROFESSIONAL LAND SURVEYOR
- PL = PROPERTY LINE
- R/W = RIGHT OF WAY
- T = TANGENT
- T.B. = TANGENT BEARING

PARCEL 1-A-25 PER
O.R.B. 9455, PGS. 1146-1147 AND
O.R.B. 2209, PGS. 1105-1106

GOVERNMENT LOT 1
SECTION 19
TOWNSHIP 19 SOUTH
RANGE 30 EAST

PART OF LOT 1
BLOCK 25
SANFORD FARMS
P.B. 1, PG. 127

CURVE CLC2
P.I. STA. 63+69.28
Δ = 31°26'55" RT.
R = 1910.00'
T = 537.75'
L = 1048.37'
P.C. STA. 58+31.52
P.T. STA. 68+79.89

Δ = 00°08'54"(C)
R = 1954.00'(C)
L = 5.06'(C)
CH = 5.06'(C)
CB = S67°55'52"W

**POINT OF COMMENCEMENT
PARCEL 826**

SW. CORNER OF LOT 3,
BLOCK 25, P.B. 1, PG. 127

EXISTING R/W P.C.
STA. 58+33+26
21.25' LT.(F)

S. BOUNDARY OF
LOT 3, BLOCK 25,
P.B. 1, PG. 127

N89°48'30"E
224.31'(C)

N45°16'37"E
400.49'(C)

EXISTING
NORTHERLY
R/W LINE OF
ORANGE BLVD.

Δ = 14°59'14"(C)
R = 1925.00'(C)
L = 503.54'(C)
CH = 502.10'(C)
CB = N52°46'14"E

SW. CORNER OF PARCEL
1-A-25, O.R.B. 2209, PG. 1105

CURVE CLC2 65
CONSTRUCTION
C.R. 431 (ORANGE BLVD.)

N13°16'28"W - 22.82'(C)
L = 257.42'(C)
CH = 257.22'(C)
CB = N64°05'42"E

T.B. = S67°55'34"W
66

N. BOUNDARY OF
O.R.B. 2209, PG. 1105

251.00'(C)

5.00'(C)

W. BOUNDARY OF
D.B. 55, PG. 36

336.58'(C)

335.81'(C)

5' PERPETUAL
EASEMENT

**NORTH DELAWARE
STREET**

**POINT OF BEGINNING
PARCEL 826**

T.B. = S68°00'19"W

SEMINOLE COUNTY PUBLIC WORKS

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)

SEMINOLE COUNTY

BY C.SCHIELKE
DATE 12-15-20

PREPARED BY: JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB 1
FILE:RWPS826.DGN JOB NO. 29183

NOT VALID WITHOUT
SHEETS 2 AND 3

CHECKED T.STEVENSON
DATE 03-18-21

C.I.P. NO. 01785303

SHEET 1 OF 3

**LEGAL DESCRIPTION
PARCEL 826
SEE SHEET 1 FOR SKETCH**

**PARCEL No. 826
PERPETUAL EASEMENT**

A parcel of land lying in Government Lot 1, of Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being a portion of Lot 1 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County.

(Being a portion of the lands described and recorded in Official Records Book 2209, Page 1105 and Official Records Book 9455, Page 1146, of the Public Records of Seminole County, Florida)

Described as follows:

Commence at the Southwest corner of Lot 3 of Block 25 of SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Page 127 of the Public Records of Seminole County, Florida, and run North 89°48'30" East, 224.31 feet along the South boundary of said Lot 3 to a point on the existing Northerly right of way line of Orange Boulevard; thence North 45°16'37" East, 400.49 feet along said existing Northerly right of way line to the beginning of a circular curve to the right, concave Southeasterly and having a radius of 1925.00 feet; thence Northeasterly, 503.54 feet along said existing Northerly right of way line and the arc of said curve through a central angle of 14°59'14", with a chord distance of 502.10 feet and a chord bearing of North 52°46'14" East, to the Southwest corner of the lands described as Parcel 1-A-25 and recorded in Official Records Book 2209, Page 1105, of the Public Records of Seminole County, Florida; thence continue Northeasterly, 257.42 feet along said existing Northerly right of way line the arc of said curve having said radius of 1925.00 feet through a central angle of 07°39'42", with a chord distance of 257.22 feet and a chord bearing of North 64°05'42" East, to a point on the West boundary of the lands described and recorded in Deed Book 55, Page 36, of said Public Records of Seminole County, Florida; thence North 13°16'28" West, 22.82 feet along said West boundary to a point on the arc of a circular curve to the left, concave Southeasterly and having a radius of 1954.00 feet, for the POINT OF BEGINNING; thence from a tangent bearing of South 68°00'19" West, run Southwesterly, 5.06 feet along the arc of said curve through a central angle of 00°08'54", with a chord distance of 5.06 feet and a chord bearing of South 67°55'52" West, to a point; thence North 13°16'28" West, 336.58 feet to a point on the North boundary of the aforesaid lands described and recorded on Official Records Book 2209, Page 1105; thence North 76°43'32" East, 5.00 feet along said North boundary to a point on the aforesaid West boundary of the lands described and recorded in Deed Book 55, Page 36; thence South 13°16'28" East, 335.81 feet along said West boundary, returning to said POINT OF BEGINNING.

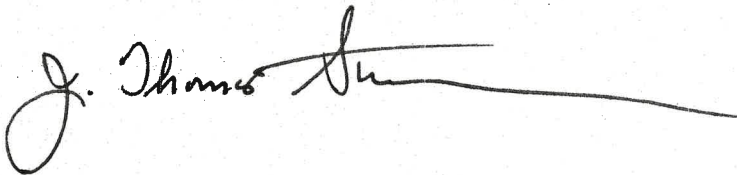
Containing: 1681 Square Feet, more or less.

			SEMINOLE COUNTY PUBLIC WORKS			
			LEGAL DESCRIPTION - THIS IS NOT A SURVEY			
			COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)		SEMINOLE COUNTY	
			BY	DATE	<small>PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWPS126.DGN JOB NO. 29183</small>	
			DRAWN	C.SCHIELKE 12-15-20		
REVISION	BY	DATE	CHECKED	T.STEVENSON 03-18-21	C.I.P. NO. 01785303	
					NOT VALID WITHOUT SHEETS 1 AND 3	
					SHEET 2 OF 3	

**LEGAL DESCRIPTION
PARCEL 826
SEE SHEET 1 FOR SKETCH**

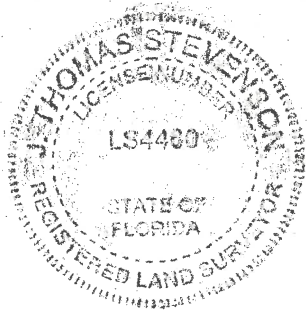
SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the South Boundary of Lot 3, Block 25, P.B. 1, Pg 127, Section 19, Township 19 South, Range 30 East, Seminole County, Florida, being North 89°48'30" East.
2. I hereby certify that, to the best of my knowledge and belief, the "Sketch of Description" and "Legal Description" shown hereon, is true and accurate as prepared under my direction and that it is in compliance with the STANDARDS OF PRACTICE as set forth by the Florida Board of Professional Surveyors and Mappers in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



J. THOMAS STEVENSON - PLS
FLORIDA REGISTRATION NUMBER 4460
JONES, WOOD & GENTRY, INC. - LB 1
9645 EAST COLONIAL DRIVE - SUITE 114
ORLANDO, FLORIDA 32817
TELEPHONE: 407-898-7780
DATE: MARCH 18, 2021

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



			SEMINOLE COUNTY PUBLIC WORKS			
			LEGAL DESCRIPTION - THIS IS NOT A SURVEY			
			COUNTY ROAD NUMBER 431 (ORANGE BOULEVARD)		SEMINOLE COUNTY	
			BY	DATE	<small>PREPARED BY: JONES, WOOD & GENTRY, INC. PROFESSIONAL SURVEYORS AND MAPPERS - LB 1 FILE:RWP5826.DGN JOB NO. 29183</small>	
			DRAWN	C.SCHIELKE		
			CHECKED	T.STEVENSON	03-18-21	NOT VALID WITHOUT SHEETS 1 AND 2
REVISION	BY	DATE	C.I.P. NO. 01785303			

EXHIBIT "C"

CONTRACT PLANS COMPONENTS

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- LANDSCAPING PLANS
- STRUCTURE PLANS
- UTILITY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
2A	SUMMARY OF PAY ITEMS
3-10	DRAINAGE MAP
11-15	TYPICAL SECTIONS
16A-34C	SUMMARY OF DRAINAGE STRUCTURES
35	GENERAL NOTES/SURVEY CONTROL
36-65	ROADWAY PLAN & PROFILE
66-148	DRAINAGE STRUCTURES
149-159	POND DETAILS
160-169	POND CROSS SECTIONS
170-172	DRAINAGE DETAIL
173-289	CROSS SECTIONS
290-291	STORMWATER POLLUTION PREVENTION PLAN
292-402	TRAFFIC CONTROL PLAN
403-417	UTILITY ADJUSTMENTS
418-419	SUMMARY OF VERIFIED UTILITIES
50-1 - 50-27	SUMMARY OF QUANTITIES
GR-1*	ROADWAY SOIL SURVEY

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fltdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans Component.

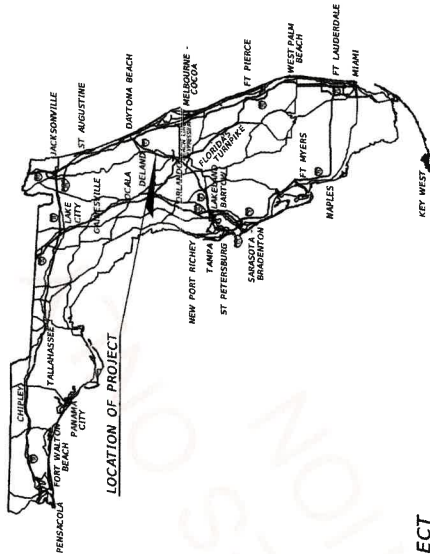
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, Jan 2021 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fltdot.gov/programmanagement/implemented/SpecBooks>

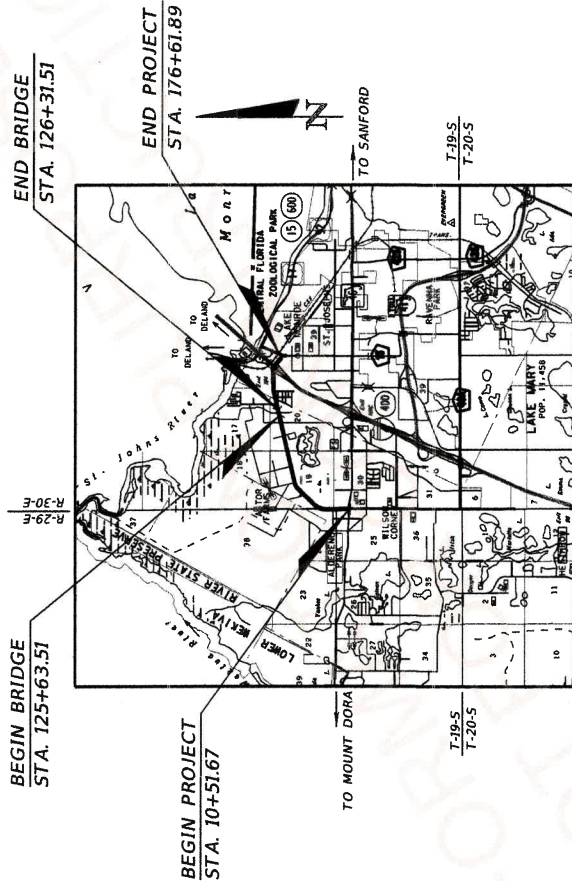
SEMINOLE COUNTY PUBLIC WORKS

CONTRACT PLANS

CIP NO. 01785303
ORANGE BOULEVARD (CR 431)
FROM SR 46 TO MONROE ROAD (CR 15)



100% SUBTITL (MARCH 2021)
PRELIMINARY
NOT FOR CONSTRUCTION



JASON FLICK, P.E. # 74741
JMT - JOHNSON, MIRMIRAN & THOMPSON
615 CRESCENT EXECUTIVE COURT, SUITE 106
LAKE MARY, FL 32746
CONTRACT NO.: C9861
VENDOR NO.: 52-0963531
CERTIFICATE OF AUTHORIZATION NO.: 5917

COUNTY PROJECT MANAGER:
RICKY LY, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	22	1

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												279		
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DRAINAGE EASEMENT

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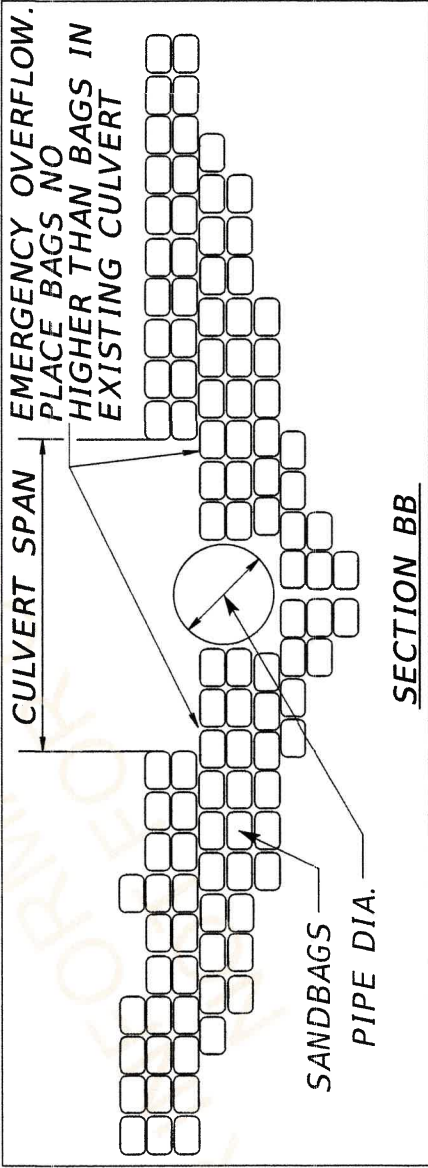
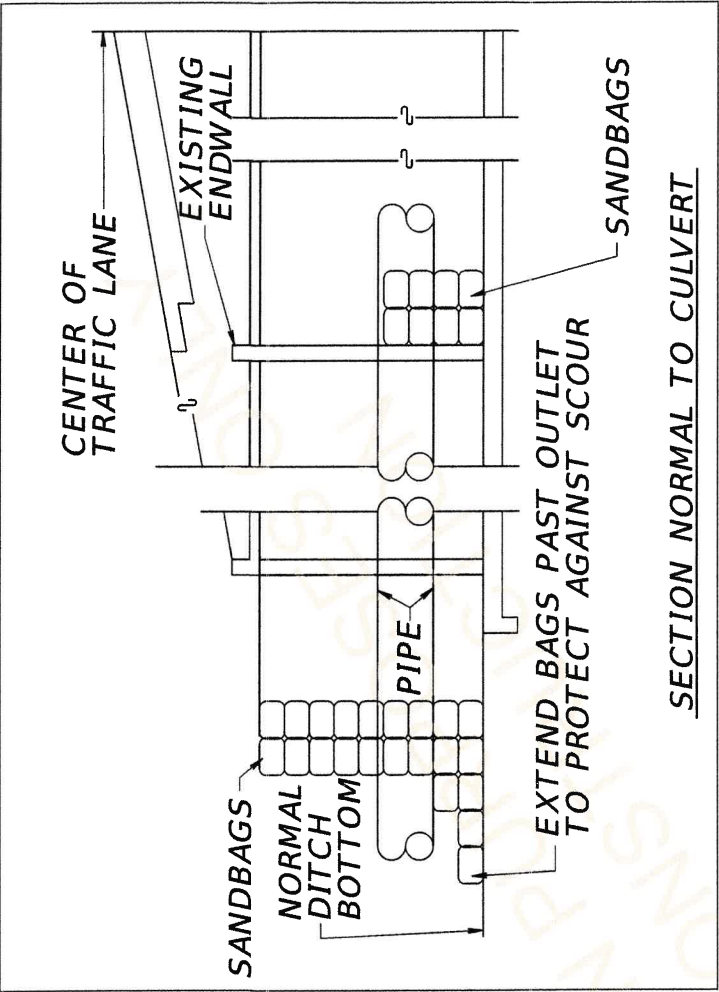
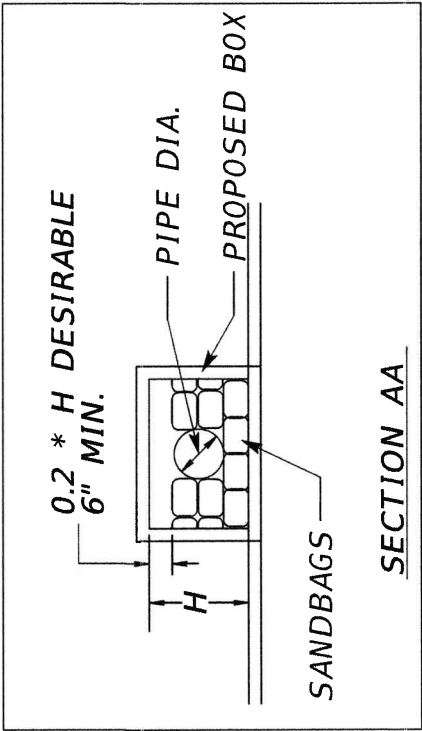
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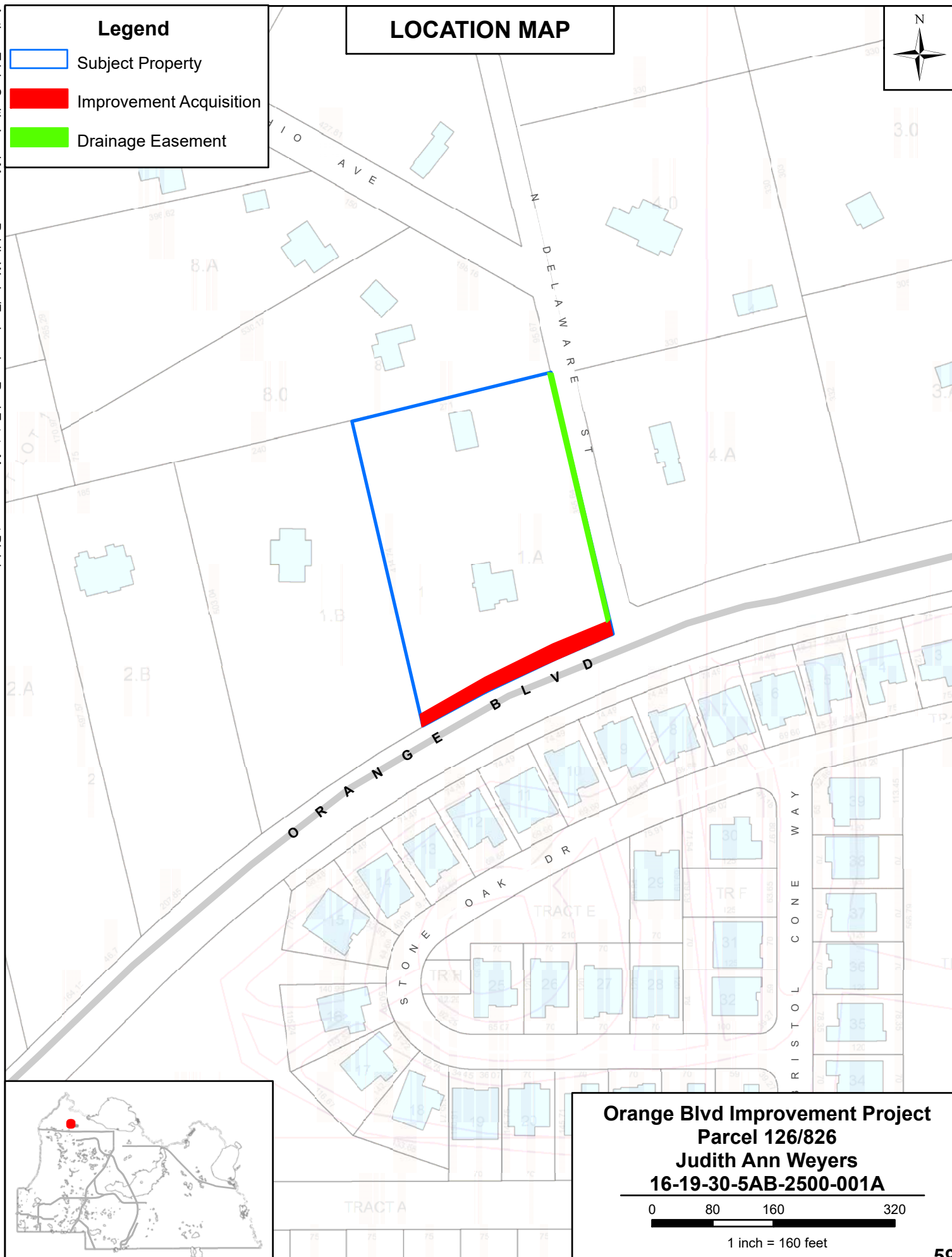
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REVISIONS		DESCRIPTION		DATE	
DATE		DESCRIPTION		DATE	
STEVEN D. COLLINS, P.E., P.A.D. P.E. LICENSE NUMBER 80872 JMT - JOHNSON, MIRMIRAN & THOMPSON 615 CRESCENT EXECUTIVE COURT, SUITE 106 LAKE MARY, FL 32746 CERTIFICATE OF AUTHORIZATION NO.: 597					
SEMINOLE COUNTY PUBLIC WORKS			ROAD NO.	COUNTY	SEMINOLE COUNTY CIP
			CR 431	SEMINOLE	0785303
CROSS CULVERT DETAIL					SHEET NO.
					299



Agenda Memorandum

File Number: 2022-7458

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-015 in the Emergency Shelter Grant Fund to recognize the grant budget from the U.S. Housing and Urban Development (HUD) Rapid Unsheltered Survivor Housing award in the ESG Program (RUSH) in the amount of \$386,784 for grant assistance to address the needs of homeless individuals or families impacted by Hurricane Ian. Countywide (**Timothy Jecks, Deputy CFO/Budget Division Manager**) Requesting Department: Community Services

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator - 407-665-7168

Background:

HUD has determined to make a special allocation of Emergency Solutions Grants (ESG) funding to Seminole County to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including Transitional Sheltering Assistance (TSA) program from the Hurricane Ian disaster declaration.

HUD is calling this grant the Rapid Unsheltered Survivor Housing under the ESG Program (RUSH). Through RUSH, HUD is making available \$386,784 in ESG disaster funding to Seminole County. There is no match requirement for this funding.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-015 in the Emergency Shelter Grant Fund to recognize the grant budget from the U.S. Housing and Urban

Development (HUD) Rapid Unsheltered Survivor Housing award in the ESG Program (RUSH) in the amount of \$386,784 for grant assistance to address the needs of homeless individuals or families impacted by Hurricane Ian.

2023-R-

BUDGET AMENDMENT REQUEST**BAR# 23-015**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Community Services

Fund(s): 11904 Emergency Shelter Grants

RM Recommendation	
G Woodring	12/19/2022
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:

To fund the newly awarded ESG-RUSH grant for Rapid Unsheltered Survivor Housing under the ESG (RUSH) in the amount of \$386,784.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue	11904	06689111	331550		RUSH GRANT REVENUE			\$ 386,784
Revenue								
Revenue								
Total Sources								\$ 386,784.00

Expenditure

Expenditure	11904	06689111	530490		OTHER CHARGES & OB		1049999904	\$ 1,008.00
Expenditure	11904	06689111	530520		OPERATING SUPPLIES		5200102501	\$ 28,000.00
Expenditure	11904	06689111	580833		OTHER GRANTS & AIDS TO IND		8339999901	\$ 357,776.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure Sub-Total								\$ 386,784.00

Reserve

Reserve								
Reserve Sub-Total								\$ -

Total Uses \$ 386,784.00**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2023-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:

Grant Maloy, Clerk to the Board of County Commissioners

By:

Amy Lockhart, Chairman

Date: _____

Date: _____

Entered by the Office of Management and Budget

Date: _____

Posted by the County Comptroller's Office

Date: _____



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

October 26, 2022

The Honorable Bob Dallari
1101 E 1st Street
Sanford, FL 32771-1468

Dear Commissioner Dallari:

I offer my best wishes for all Floridians impacted by Hurricane Ian. As authorized by 42 U.S.C. 11364a(c)(1), HUD has determined to make a special allocation of Emergency Solutions Grants (ESG) funding to Seminole County (the Recipient) to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) on or after December 20, 2019, whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including the Transitional Sheltering Assistance (TSA) program under such Act (42 U.S.C. 5170b). Specifically, HUD is allocating this funding as a result of the President's major disaster declaration dated September 29, 2022, DR-4673-FL, in response to Hurricane Ian, and Federal Emergency Management Agency's (FEMA's) determination that this disaster was severe enough to activate its TSA program.

Given the unique nature of this funding, HUD is calling it the Rapid Unsheltered Survivor Housing under the ESG Program (RUSH). Through RUSH, HUD is making available \$386,784 in ESG disaster funding to Seminole County. This initial allocation was determined using a formula that is based on 42 U.S.C. 11364a(c)(1) and that takes into account the number of persons experiencing sheltered or unsheltered homelessness (based on the most recent Point-in-Time count) in counties or local municipalities for which TSA is made available and the Fair Market Rent for a 1-bedroom apartment in those areas. Subject to availability of funding, HUD may make a second allocation of RUSH funding, based on data that becomes available on unmet needs and other factors consistent with 42 U.S.C. 11364a(c)(1).

This RUSH funding will be subject to the same Federal requirements that apply to annual ESG funding, except as otherwise outlined below:

Special RUSH Grant Requirements

1. Statutory limitations on eligible projects/program participants:

- a. RUSH funds must be used for the purpose specified by 42 U.S.C. 11364a(c)(1). To be eligible for assistance provided with RUSH funds, an individual or family must: (1) be homeless or at-risk of homelessness; (2) have been residing in an area affected by a major disaster declared pursuant to the Stafford Act on or after December 20, 2019 (e.g., an area covered by DR-4673-FL, dated September 29, 2022); and (3) have needs that will not be

served or fully met by the TSA Program (42 USC 5170b) and other existing Federal disaster relief programs (including both Federal and non-Federal cost share).

- b. A household will not be required to re-qualify as homeless or at risk of homelessness for purposes of RUSH funds if the household was already determined to meet the ESG definition of homeless or at risk of homelessness and was receiving ESG assistance when the disaster occurred.
- c. For purposes of RUSH funding, HUD understands “existing Federal disaster relief programs” to mean Federal programs that provide assistance for the purpose of disaster relief and are permanently authorized as of the date of the RUSH award.

2. *Suspension of match and changes to program income requirements:*

- a. HUD has determined to suspend all matching requirement for this RUSH funding in accordance with the authority provided by 42 U.S.C. 11364a(c)(2).
- b. In addition, because this suspension prevents costs paid with program income from counting toward match as provided by 24 CFR 576.201(f) and 576.407(c)(1), HUD is providing prior approval for program income to be used as provided by 2 CFR 200.307(e)(2). Accordingly, program income may be treated as an addition to the Recipient’s grant (or the subrecipient’s subgrant, if the income is generated by the subrecipient’s activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Otherwise, program income, as defined under 24 CFR 576.2, must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).
- c. Finally, due to the substantial increase in the Recipient’s administrative and financial burden as a result of Hurricane Ian, HUD finds good cause to waive the program income definition at 24 CFR 576.2 as authorized by 24 CFR 5.110 so that costs that are incidental to generating program income and not charged to the RUSH grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).

3. *Pre-award costs.* In accordance with 2 CFR 200.458, HUD is providing prior approval of pre-award costs, subject to the following conditions:

- a. The pre-award costs must satisfy all allowable criteria under 2 CFR 200.403, except that the pre-award costs may be incurred on any date between and including the date of this letter notifying the Recipient of their initial RUSH allocation and the date immediately preceding the start date of the period of performance/budget period for the grant.
- b. The pre-award costs must be necessary for efficient and timely performance of eligible RUSH activities.

- c. Before committing to use RUSH funds to reimburse each pre-award cost, the Recipient must either make a written determination that the pre-award cost is for an activity that is exempt from environmental review or categorically excluded and not subject to review under related environmental laws and authorities under 24 CFR part 58, or part 50 if applicable, or verify that the applicable environmental review has been completed and a Request for Release of Funds has been approved in accordance with 24 CFR part 58, if applicable.
 - d. Although the pre-award costs may consist of costs incurred by the Recipient or its subrecipient(s), the subrecipient must receive the Recipient's prior written approval before incurring any pre-award costs and that written approval must be consistent with all of HUD's conditions for prior approval of pre-award costs.
 - e. The documentation supporting each pre-award cost reimbursed with RUSH funds must show compliance with each of these conditions for HUD's prior approval of pre-award costs.
 - f. The Recipient must assume the risk of all pre-award costs it incurs or approves before executing its RUSH grant agreement with HUD. HUD will not be required to reimburse pre-award costs if for any reason the Recipient does not receive a RUSH grant, if the grant is less than anticipated and inadequate to cover such costs, or if the pre-award costs do not meet the conditions listed above.
4. *Previously granted regulatory waivers.* In accordance with the authority provided at 24 CFR 5.110, the same waivers HUD made available on October 3, 2022, with respect use of ESG funds in response to Hurricane Ian are made available for the same justifications and subject to the same conditions with respect to the RUSH funding allocated to the Recipient.
 5. *Duplication of Benefits.* Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. The Recipient must establish and maintain adequate procedures to prevent any duplication of benefits with RUSH funds. HUD will issue additional guidance to facilitate compliance with this requirement.
 6. *Environmental Review Process During Emergencies Following Disasters:*
 - a. Notwithstanding the provisions of 24 CFR 576.407(d), and in accordance with Sec. 100261(3) of MAP-21, activities funded under RUSH are subject to environmental review by responsible entities under 24 CFR part 58. "Responsible entities" (as defined in 24 CFR 58.2) must assume all of the responsibilities with respect to environmental review, decision

making, and action required under 24 CFR part 58. Also, as required by 24 CFR 58.4(a), when a State or local government distributes funds to a responsible entity, the State or local government must provide for appropriate procedures by which these responsible entities will evidence their assumption of environmental responsibilities.

- b. HUD's environmental review regulations in 24 CFR part 58 include two provisions that may be relevant to environmental review procedures for activities relating to disaster response and recovery. The first is 24 CFR 58.34(a)(10), which provides an exemption for certain activities undertaken to control or arrest the effects from disasters or imminent threats to public safety. Emergency activities for temporary or permanent improvements that do not alter environmental conditions and that are limited to protection, repair, or restoration activities necessary only to control or arrest the effects of the disaster may be considered exempt from the environmental review process (24 CFR 58.34(a)(10)).
- c. The second is a streamlined public notice and comment period in the regulation at 24 CFR 58.33(b), which may apply in some cases for emergency activities undertaken to respond to a Presidentially, and in some cases locally, declared disaster. Responsible entities make the determination whether activities meet the exemption criteria and document it in the environmental review record and should contact their HUD environmental officer for guidance on activities that may be considered exempt.

Submission requirements

- 1. *Consultation and Citizen Participation.* Subject to the qualifications and conditions described below, HUD is suspending the following consultation and citizen participation requirements as authorized by 42 U.S.C. 11364a(c)(2):
 - a. CoC consultation requirements in section 413(b) of the McKinney-Vento Homeless Assistance Act and 24 CFR 576.400(a); and
 - b. Consultation and citizen participations requirements under sections 105(e) and 107 of the Cranston-Gonzalez National Affordable Housing Act and 24 CFR 91.110, and 91.115.
- 2. *Consolidated Planning Submission.* For the RUSH allocation, the Recipient must (1) prepare and submit an amendment to their most recently approved Action Plan provided under 24 CFR Part 91; (2) submit the signed certifications required by 24 CFR 91.325(a) and the relevant program-specific certifications for the ESG Program, which are included as Attachments 1 and 2 to this letter; and (3) submit SF-424 and SF-424D forms.
 - a. Specifically, you must amend your most recently approved Action Plan to:
 - i. account for the new amount,
 - ii. indicate the existing Federal disaster relief program resources available to meet your jurisdiction's needs, and

- iii. how you will use this allocation of RUSH funds to meet needs that are not otherwise served or fully met by the TSA program or existing Federal disaster relief programs (including both Federal and non-Federal cost share) in accordance with 42 U.S.C. 11364a.
 - iv. include updates to the homeless needs portions of your consolidated plan to reflect your government's estimates of the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by the Federally declared disaster.
- b. You can choose to make and submit one amendment and set of certifications to cover both the first and second allocation or to make and submit a separate amendment and set of certifications for each allocation.
- i. If you choose to make and submit a combined amendment and set of certifications, the following qualifications and conditions apply to HUD's suspension of consultation and citizen participation requirements:
 - (a) You must consult the applicable Continuum(s) of Care as required by 24 CFR 576.400(a);
 - (b) Consultation must be conducted as required under 24 CFR 91.100, except that the consultation may be conducted in-person or remotely
 - (c) You must comply with the citizen participation requirements under 24 CFR 91.105, except that the public comment period may be reduced to a 5-day period and the required public hearing may be in person or remote;
 - (d) This amendment and accompanying certifications must be received by the HUD field office within 90 days after the date of HUD's letter notifying you of the amount of your second allocation.
 - (e) If no second allocation is announced within 90 days of the first allocation, then the conditions provided below for submitting a separate amendment and set of certifications for each allocation will apply, except that your amendment and certifications for the first allocation will be due to the HUD field office within 180 days after the date of this letter.
 - ii. If you choose to make and submit a separate amendment and set of certifications for each allocation, the following conditions apply:
 - (a) Amendment to account for first allocation: You may prepare and submit your amendment without regard to the CoC consultation requirements in 24 CFR 576.400(a) or consultation and citizen participations requirements under 24 CFR 91.100 and 91.105, provided that you publish how you will use this allocation, at a minimum, on the Internet at the appropriate government website or through other electronic media. This publication must describe the activities you will fund with the RUSH funds and indicate whether, as of the date of that publication, the activity has already occurred or has yet to occur. In your notification and communication methods, you must also ensure effective communication with

individuals with disabilities and take reasonable steps to ensure meaningful access to persons with limited English proficiency. This amendment and accompanying certifications must be received by the HUD field office within 90 days after the date of this letter.

- (b) Amendment to account for the second allocation: You must consult the applicable Continuum(s) of Care as 24 CFR 576.400(a) requires. Consultation must be conducted as required under 24 CFR 91.100, except that the consultation may be conducted in-person or remotely. You must comply with the citizen participation requirements under 24 CFR 91.105, except that the public comment period may be reduced to a 5-day period and the required public hearing may be in person or remote. This amendment and accompanying certifications must be received by the HUD field office within 90 days after the date of HUD's letter notifying you of the amount of your second allocation.
- c. Each amendment submitted to HUD to receive RUSH funds will be subject to the review process set forth in 24 CFR 91.500, except that HUD will expedite its review.
- d. To make a change described in 24 CFR 576.200(b) after HUD's award of RUSH funding, including changing the allocation, distribution, or use of RUSH funds, the recipient must amend its consolidated plan as provided by 24 CFR 91.505 and 576.200(b), except that the recipient will not be required to comply with any consultation or citizen participation requirements with respect to the first RUSH allocation amount, provided that the recipient publishes its planned changes, at a minimum, on the Internet at the appropriate Government web site or through other electronic media.

HUD's Office of Community Planning and Development (CPD) is committed to continuing to work with your jurisdiction to successfully meet the urgent and complex challenges facing your community. If you or your staff have questions, please contact your local CPD Field Office Director.

Sincerely,



Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

Attachments

ATTACHMENT 1

GENERAL CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

ATTACHMENT 2

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent

practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7457

Title:

Approve and authorize the Interim County Manager to execute an amendment to the Ernst & Young Consulting and Management Agreement to extend the term and revise the scope of services for an amount not to exceed \$13,500 to allow County Staff to access reporting and audit data in the portal through September 30, 2023. Countywide (Timothy Jecks, Deputy CFO/Budget Division Manager)

Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator - 407-665-7168

Background:

On September 14, 2021, the BCC authorized the County Manager to execute the Consulting and Management Agreement with Ernst & Young, LLP. The agreement provided Seminole County with an application portal to help manage American Rescue Plan Act-funded programs, including ERA2, individual assistance, and small business assistance through November 30, 2022 at a fixed fee not to exceed \$2,146,643.

The attached amendment will extend the term of the agreement to July 31, 2023 at a fixed fee cost of \$9,000 to allow access for County Staff to the platform to perform audits and resolve potential issues. The amendment will allow for an optional three-month extension to October 31, 2023, for a fixed fee cost of \$4,500.

This amendment will be paid through allowable administrative fees and interest earned within the grant.

Staff Recommendation:

Staff recommends the Board approve and authorize the Interim County Manager to execute an amendment to the Ernst & Young Consulting and Management Agreement to extend the term and revise the scope of services for an amount not to exceed

\$13,500 to allow County Staff to access reporting and audit data in the portal through September 30, 2023.

FIRST AMENDMENT TO CONSULTING AND MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 14th day of September, 2021, between **ERNST & YOUNG, LLP**, whose address is 210 E. College Avenue, Tallahassee, Florida 32301, in this Amendment referred to as “CONSULTANT,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY.”

WITNESSETH:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on September 14, 2021, to provide an application portal based on customization of base technology in accordance with the COUNTY’s requirements, and necessary build and testing protocols and management services, as further specified in the Agreement and as it relates to American Rescue Plan Act (“ARPA”) funding received by the COUNTY for expenditure; and

WHEREAS, the parties desire to amend the Agreement in order to extend the term of the Agreement, revise the Scope of Services, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 22 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read as follows:

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and extends through July 31, 2023, with an option to extend to October 31, 2023 in accordance with

the pricing specified in Exhibit A, at the sole discretion of COUNTY (“Term”). Expiration of the term of this Agreement will have no effect upon any Purchase Order(s) issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under any Purchase Order(s) will remain in effect until completion of the work authorized by the respective Purchase Order.

2. Section 5 of the Agreement is amended to read as follows:

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement in a fixed fee amount not-to-exceed TWO MILLION ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$2,155,643.00). The CONSULTANT will be compensated in accordance with Exhibit A.

3. Exhibit A of the Agreement is deleted and replaced by the new Statement of Work and Pricing attached to this First Amendment as  Exhibit A.

4. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ERNST & YOUNG, LLP

Witness

Print Name

Witness

Print Name

By: _____
SAMUEL HUGHES, Florida Government &
Public Sector Leader

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BP/lpk
12/7/22

T:\Users\bpatel\Special Projects\American Rescue Plan\Ernst & Young\Amendment No. 01\E&Y 1am.docx

Attachment:

Exhibit A – Statement of Work and Pricing

By: _____

A. BRYANT APPLGATE,
Interim County Manager

Date: _____

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



Exhibit A: Statement of Work and Pricing

ERAP1 & ARPA Amendment 1



The better the question. The better the answer.
The better the world works.



Building a better
working world

Project Plan

Background

Seminole County requests assistance in disbursement of the individual and small business assistance funds that have been allocated to the County as part of the American Rescue Plan Act of 2021. These funds are being directly allocated from US Treasury to counties with >200K population, such as Seminole County, with the intent of assisting households and small businesses that are unable to pay rent, mortgage and/or utilities due to or during the COVID-19 pandemic.

Our approach supports the County's distribution of the Emergency Rental Assistance funding through the following:

- Licensing the EY Grants Accelerator Solution (EYGA) to help support and enable application submission, application review, approval, payment, and reporting.
- Providing resources to review applications for rental, mortgage, and utilities assistance
- Providing Call Center operations to assist the County in communications with the community

This Amendment (Amendment 1) provides for an extension of the EY Grants Accelerator Solution (EYGA) in a read-only mode for the duration later described.

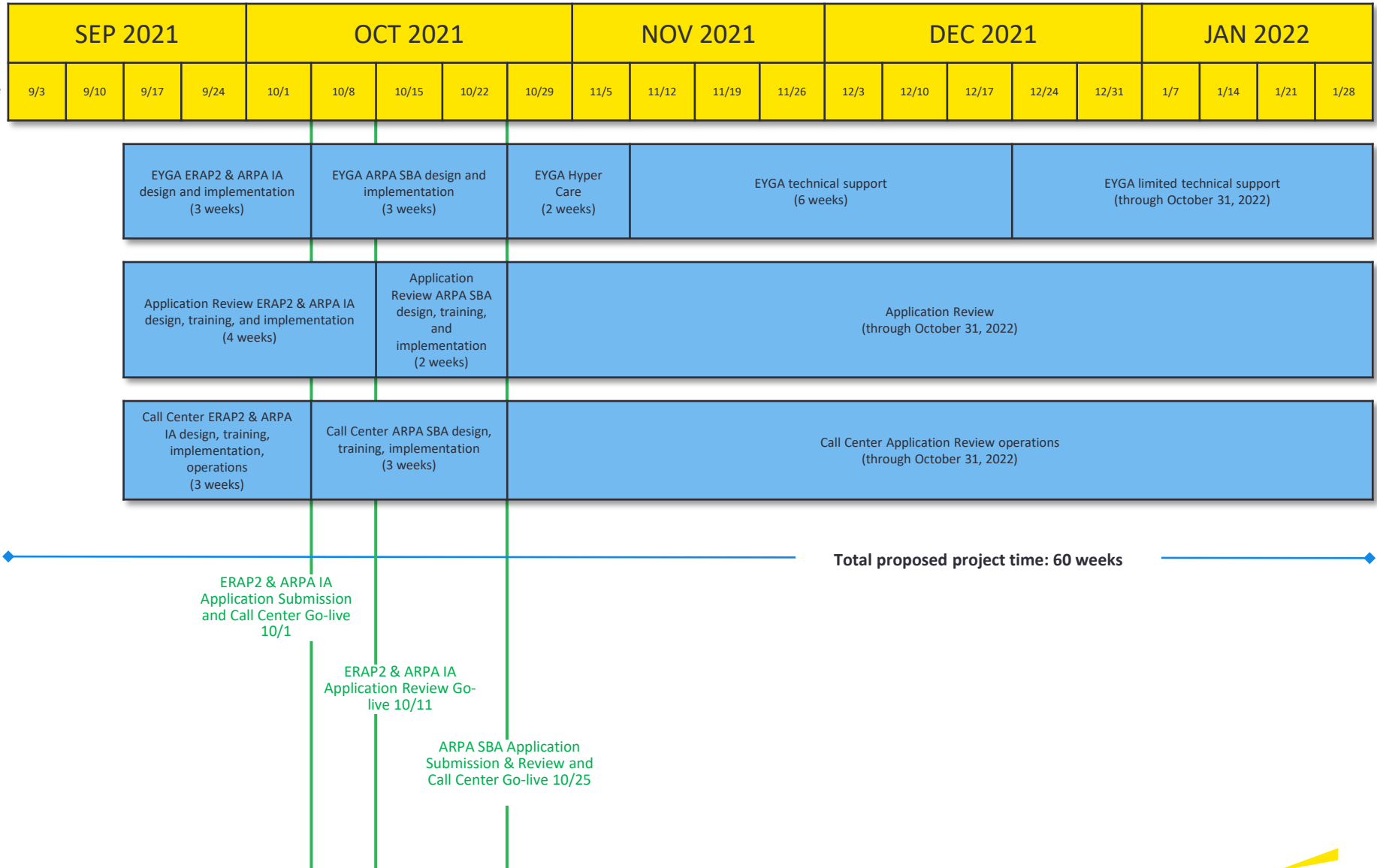
Project Plan

Technology

Phase and Timeline	Activities	Work Products
EYGA portal access January 1, 2023 – July 31, 2023 Optional Extension August 1, 2023 – October 31, 2023	<ul style="list-style-type: none"> • EYGA access will remain open for checking status through December 31, 2021 • EYGA and case manager access will be updated to “read-only” access on January 1, 2023 	
EYGA limited technical support January 1, 2023 – July 31, 2023 Optional Extension August 1, 2023 – October 31, 2023	<ul style="list-style-type: none"> • System outage remediation • Licensing concerns • County system access 	

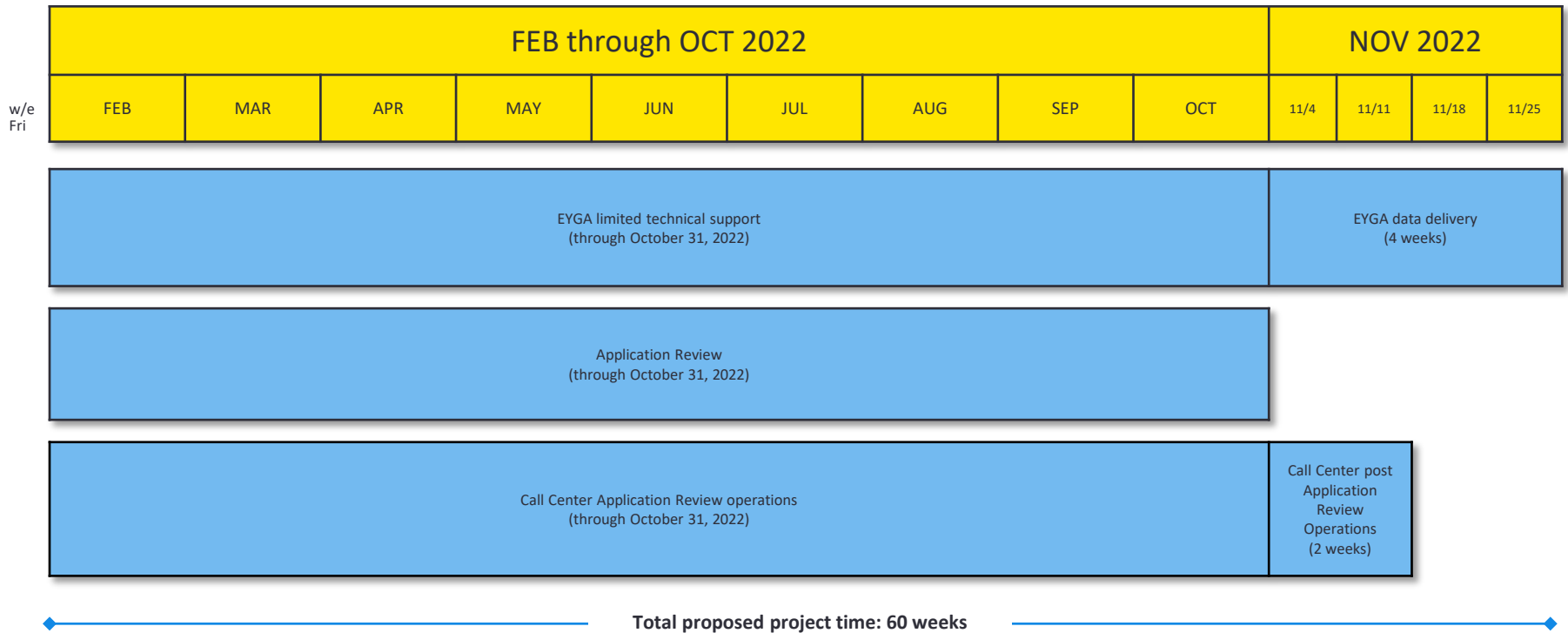
Project Plan (SOW)

Illustrative Timeline



Project Plan (SOW)

Illustrative Timeline (cont.)




Project Plan (Amendment 1)

Illustrative Timeline (cont.)

Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023
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EYGA Administrator Access (Read-Only)
(through July 31, 2023)

EYGA Administrator Access (Read-Only)
(OPTIONAL - through October 31, 2023)



Pricing, Scope, and Assumptions



The better the question. The better the answer.
The better the world works.



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Pricing, Scope, and Assumptions

Breakdown by workstreams

- ▶ The fees to deliver this project extension are \$9,000 through July 31, 2023. Total fees including the optional three-month extension are \$13,500 through October 31, 2023. This fee reflects our understanding of your requirements, leveraging our existing knowledge of this program and the County organization. Any adjustments in scope will be agreed by the County and EY.
- ▶ There will be no travel or other travel-related expenses (e.g. meals, mileage, etc.) for this engagement.
- ▶ A breakdown of workstreams costs are included in the table below. Cost estimators are included in the assumptions.

Workstream	Fees
Technology Licensing & Support (1 December 2022 – 31 July 2023)	\$12,000
Discount	(\$3,000)
TOTAL	\$9,000

Workstream	Fees
Technology Licensing & Support (1 August 2023 – 31 October 2023)	\$4,500
TOTAL	\$4,500

Summary of fees to be charged through October 31, 2023

A. Workstream	B. Fees funded under Original SOW dated September 17, 2021	C. Fees for SOW Amendment 1	D. Optional Fees for SOW Amendment 1	E. Total fees funded for project (including option)
Project Management	\$144,043	\$0	\$0	\$144,043
Technology Development & Support	\$394,510	\$0	\$0	\$394,510
Technology Licensing	\$55,000	\$12,000	\$4,500	\$71,500
Application Review	\$1,238,090	\$0	\$0	\$1,238,090
Call Center	\$600,000	\$0	\$0	\$600,000
Discount	(\$285,000)	(\$3,000)	\$0	(\$288,000)
Total	\$2,146,643	\$9,000	\$4,500	\$2,160,143

Pricing, Scope, and Assumptions

Billing schedule for fixed fees (SOW)

- In accordance with paragraph 5 (“Compensation” and paragraph 6 (“Payment and Billing”), EY will bill a Fixed Fee for project management, application review, technology, and call center in accordance with the following schedule:

Coverage Period	Estimated Invoice Date	Fixed Fee
September 1 – September 30, 2021	October 14, 2021	\$143,110
October 1 – October 31, 2021	November 14, 2021	\$143,110
November 1 – November 30, 2021	December 14, 2021	\$143,110
December 1 – December 31, 2021	January 14, 2022	\$143,110
January 1 – January 31, 2022	February 14, 2022	\$143,110
February 1 – February 28, 2022	March 14, 2022	\$143,110
March 1 – March 31, 2022	April 14, 2022	\$143,110
April 1 – April 20, 2022	May 14, 2022	\$143,110
May 1 – May 31, 2022	June 14, 2022	\$143,109
June 1 – June 30, 2022	July 14, 2022	\$143,109
July 1 – July 31, 2022	August 14, 2022	\$143,109
August 1 – August 31, 2022	September 14, 2022	\$143,109
September 1 – September 30, 2022	October 14, 2022	\$143,109
October 1 – October 31, 2022	November 14, 2022	\$143,109
November 1 – November 30, 2022	December 14, 2022	\$143,109
Total		\$2,146,643

Pricing, Scope, and Assumptions

Billing schedule for fixed fees (Amendment 1)

- In accordance with paragraph 5 (“Compensation” and paragraph 6 (“Payment and Billing”), EY will bill a Fixed Fee for project management, application review, technology, and call center in accordance with the following schedule:

Coverage Period	Estimated Invoice Date	Fixed Fee
December 1 – December 31, 2022	January 14, 2023	\$0
January 1 – January 31, 2023	February 14, 2023	\$0
February 1 – February 28, 2023	March 14, 2023	\$1,500
March 1 – March 31, 2023	April 14, 2023	\$1,500
April 1 – April 20, 2023	May 14, 2023	\$1,500
May 1 – May 31, 2023	June 14, 2023	\$1,500
June 1 – June 30, 2023	July 14, 2023	\$1,500
July 1 – July 31, 2023	August 14, 2023	\$1,500
August 1 – August 31, 2023	September 14, 2023	\$1,500
September 1 – September 30, 2023	October 14, 2023	\$1,500
October 1 – October 31, 2023	November 14, 2023	\$1,500
Total		\$13,500

Pricing, Scope, and Assumptions

Technology

1. Volume:

- a. Technical costs include EYGA design, configuration, testing, hosting, technical support, Microsoft licensing pass-through costs based on anticipated number of users/applicants, and minor enhancements.
- b. EY's technology cost assumption is based on the County's estimate of 3,750 applications through October 31, 2022.
- c. 50,000 EYGA logins. If EYGA logins exceed 50,000, then there may be additional Microsoft costs and EY may request a change order if volume exceeds this estimate. EY will monitor the number of users/applicants into EYGA and request a change order of \$1,000/month for every 1 - 1,000 additional logins.
- d. 45 individuals from the County will require EYGA access. Access is transferrable. If the County needs additional user access accounts, then there may be additional Microsoft costs and EY may request a change order if volume exceeds this estimate. EY will monitor the number of users/applicants into EYGA and request a change order of \$250/month for every 1 - 10 additional users.
- e. Costs include 6 weeks of design and implementation, 2 weeks of hyper care, 6 weeks of technical support through December 21, 2021 and 45 weeks of limited technical support from December 24, 2021 through October 31, 2023.
- f. Technical support from December 24, 2021 to October 31, 2023 will address any system outages and licensing concerns. Additional requests (i.e. changes to portal banner, application, reviewer checklist, etc.) will be charged as Time & Material (T&M) at a rate of \$250/hour. For these requests, the technical support team will evaluate and provide an estimated turnaround time based on the nature of the issue and resource availability. Licensing costs will be calculated based on an estimated 50,000 EYGA logins as per the original agreement. These include both portal licensing and County system access.

Pricing, Scope, and Assumptions

Technology (cont.)

2. **Intended use:** The County agrees to use EYGA as designed for the selected program. Changes to the application will be taken back to the product team for decisioning and may be subject to a change order to accommodate.
3. **Available language:** EYGA will be only available in English.
4. **Functionality:**
 - a. Business processes included in the EYGA tool implementation scope: applicant data collection; application review; application decision making; application status tracking & data update; conveyance of payment information to the County Clerk; and reporting. Additional business processes/functions may be included based on mutual decision by the County and EY, and subject to a change order/Amendment. Additional payment processes activities are not included in this estimation.
 - b. Enable the County to review/approve applications and leverage system information to pay and to document the payment status.
 - c. Estimates assume the current application for ERAP will be modified to support all housing assistance and the existing Small Business Assistance will be modified to support ARPA requirements. Estimate does not include the creation of new applications.
 - d. Functionality does not include i) development of an automatic interface or automatic integration between EYGA and any other systems or ii) ability to close/open the portal frequently (i.e. daily, weekly, etc.).
 - e. Beginning January 1, 2023, the Applicant Portal will be closed and the Administrator Portal will be set to read-only to allow for the review and reporting of applications and data only.

Pricing, Scope, and Assumptions

Technology (cont.)

5. **Hosted environment and security framework:**

- a. EYGA will be hosted in EY's Microsoft Azure commercial environment, which utilizes Federal Information Security Management Act of 2002 ("FISMA") moderate security controls and is certified to protect personal identifiable information ("PII"). Any extraction of this protected data outside of EYGA by County is done at the risk of the County, including but not limited to:
 - i. Screen shots taken of the user interface
 - ii. Using the export to excel function to extract data from the user interface
 - iii. Use of screen readers to other electronic means to extract data from the user interface.
- b. The hosted environment for Services related to this Agreement will be the same as used for prior Services related to the Agreement dated July 29, 2020.
- c. User permissions for accessing raw transactional data in EYGA will be limited to individuals with a system administrator role.

6. **Reporting:** EY will provide reporting support for data in EYGA through standard capabilities native to the Microsoft tool. Reports designed include a compliance dashboard (for tracking against federal reporting requirements) and outcomes and analytics dashboard (for aggregating results across all programs), as well as a program status dashboard." Estimates include 80 hours of support for requirements, design and delivery of additional reporting required at the state level. This effort does not include integration with any state systems.

7. **Availability, back-up, and disaster recovery:** Environment is highly-available and provides native back-up/recovery capabilities, failover, load-balancing, 99.9% uptime, and other performance-enhancing services as contracted to EY by Microsoft. The County's use and limitations of EYGA shall follow the EY contract with Microsoft.

Pricing, Scope, and Assumptions

Technology (cont.)

8. **Available platforms and operating systems:** EYGA will be designed responsively to work on desktop and mobile devices with the latest operating system versions and patches and support all modern browsers (any with Webkit capability).
9. **No external users during design and implementation:** During EYGA design and implementation, EYGA will have no external (applicant) users prior to the pre-registration process.
10. **Technical support:** Technical support for EYGA is reserved for system issues pertaining to logins, system errors or bugs. Support will not cover use of the system, enhancements, or resolving issue pertaining to system misuse.
11. **Final data transfer and destruction:** Upon completion of the period of performance, EY will provide all data from EYGA to the County within 30 days of close of EYGA. EY will destroy the data in its own environment according to protocols set forth in the Agreement with the County.
12. **Other:**
 - a) EY is not responsible for storage considerations in the County's environment.
 - b) Application data will move uni-directionally from EYGA to County system/s.

Pricing, Scope, and Assumptions

Application Review

1. **Volume:** EY's assumption is based on the County's estimate of 3,750 applications through October 31, 2022. EY estimates that it will take EY approximately 2.0 hours to review each application ("processing time").
 - a. EY will monitor the rate of applications submitted on a weekly basis and inform the County if the estimated application rate of 100 applications per week increases. In this case, EY and County may agree upon additional reviews to be conducted by EY. Additional submitted application volumes above the amounts specific in the program assumptions can be processed through a change order under the same workflow logic at \$110,000 for every 500 applications.
 - b. If actual processing times are more than 2.5 hours/application (i.e. 2.0 hours/application + 25% buffer),
 - i. A change order may be required for additional labor hours billed at the rates as detailed in the pricing section of this Exhibit, and/or
 - ii. The County and EY may make adjustments within the existing scope and/or process by reorganizing time and effort to improve processing times to within 2.0 hours/application.
 - c. EY will not review any new applications submitted after September 30, 2022. The County will have the ability to perform application review in EYGA portal until October 31, 2022.
2. **Scope:**
 - a. EY will design, advise, and consult on application review process and obtain County sign-off.
 - b. EY will develop an application review checklist and decision matrix and obtain County sign-off.
 - c. EY will conduct EYGA training sessions and provide work instructions for County personnel who will be accessing EYGA.
 - d. EY will review up to 3,750 applications submitted to EYGA through October 31, 2022 against the checklist and decision matrix.
 - e. EY will send initial follow-up to an applicant if the applicant does not submit all required documentation with the initial submission (as defined by the County). EY follow-up and interact with applicants, as-needed, to obtain missing information and/or documentation (limited to 2 attempts then either deny or send to County). EY will review and provide the County with a disposition of these applications completeness.
 - f. EY will conduct daily or as-needed meetings with the County to discuss status of application review, address issues, and update/enhance application review process as-needed.

Pricing, Scope, and Assumptions

Application Review (cont.)

3. **Final decision on applications and disbursement:**

- a. EY and EYGA does not render a decision on an application.
- b. Final application approval or denial is at the sole discretion of the County based upon information provided and interpretation of federal and state guidance.
- c. Physical disbursement of funds will be executed by the County using existing County A/P systems and is not part of EYGA capability scope.

4. **Reporting:** EY will report Application Review statistics/progress on a daily and weekly basis.

5. **Intended use:** EYGA is an application entry and workflow tool to help support claims processing.

6. **Other:**

- a. The County will provide appropriate resources each day or as-needed for Q&A, knowledge sharing, and issue resolution.
- b. Additional documentation requirements not provided within EYGA will need to be managed solely by the County.

Pricing, Scope, and Assumptions

Call Center

1. **Volume:** The estimated Call Center volume for the project is 3,000 Call Center hours in addition to unused hours from prior program. This will be billed monthly based on actual hours consumed. As part of the weekly call stat reporting, EY will notify Seminole County when 500 call center hours are remaining, in order to determine appropriate next steps (include but not limited to capping daily hour usage, approval of additional hours at the \$225 rate per hour, and/or terminating call center support).
2. **Quality control:** All Call Center calls will be recorded.
3. **Available languages:** Call Center support will only be available in English and Spanish.
4. **Hours of operation:**
 - a. Call Center hours of operation: 9 am – 6 pm EST Monday – Friday.
 - b. Call Center will be closed on September 3, 2021, and September 6, 2021, in observance of Labor Day, November 25, 2021, and November 26, 2021, in observance of Thanksgiving, December 24, 2021, in observance of Christmas, December 31, 2021, in observance of New Year's Eve, January 17, 2022, in observance of Martin Luther King Jr. Day, May 27, 2022, and May 30, 2022, in observance of Memorial Day July 4th, 2022, and July 5th, 2022, in observance of the Independence Day and September 2, 2022, and September 5, 2022 in observance of Labor Day.
5. **Reporting:** EY will report Call Center statistics on a weekly basis.



SEMINOLE COUNTY, FLORIDA

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

Item Details

File Number: 2022-7457

File #: 2022-7457

Category: Consent Item

Status: Approval
Review

Version: 1

Agenda
Section:

Type: Board of County
Commissioners

File Created: 12/19/2022

Short Title:

Final Action:

Title: Approve and authorize the Interim County Manager to execute an amendment to the Ernst & Young Consulting and Management Agreement to extend the term and revise the scope of services for an amount not to exceed \$13,500 to allow County Staff to access reporting and audit data in the portal through September 30, 2023. Countywide (Timothy Jecks, Deputy CFO/Budget Division Manager)

Sponsors:

Enactment Date:

Attachments: E&Y AMENDMENT # 1.pdf

Enactment #:

Recommendation:

Hearing Date:

Entered by: gwoodring@seminolecountyfl.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7457

Title:

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Division:

Resource Management - Budget

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator - 407-665-7168

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SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7236

Title:

Award RFP-604405-22/LNF - Term Contract for Property Acquisition to Edwin R. Barfield, LLC, Orlando, in the estimated annual amount of \$800,000.00 and authorize Purchasing and Contracts Division to execute the agreement. Countywide **(Diane Reed, Purchasing and Contracts Division Manager)** Requesting Department/Division - Public Works/Engineering.

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Leticia Figueroa, Sr. Procurement Analyst 407-665-7119

Background:

RFP-604405-22/LNF will provide a Consultant to assist with the acquisition of property as deemed necessary by Seminole County in addressing future growth demands. The Consultant may be contacted daily and must be on-call for meetings with short notice, usually within 24 hours. Services include but are not limited to, searching for property required by the County, developing strategies for the acquisition of properties and negotiating with sellers on behalf of the County. Certain acquisitions may require coordination with other County consultants.

This project was publicly advertised, and the County received two (2) proposals in response to the solicitation. The Evaluation Committee consisting of Jean Jreij, Public Works Director; Neil Newton, Public Works Engineering Program Manager II and Tricia Smith Public Works Land Manager, evaluated the proposals. Consideration was given to qualifications/experience and price. The Evaluation Committee recommends award of the project to the top ranked firm, Edwin R. Barfield, LLC, Orlando.

Authorization for services by the Consultant under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement will take effect on the date of execution by the County and shall run for a period of two (2) years. At the sole option of the County, the Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The estimated annual usage is \$800,000.00, actual compensation will be determined at the time of a property acquisition. Funds are available in multiple accounts.

Staff Recommendation:

Staff recommends that the Board award RFP-604405-22/LNF - Term Contract for Property Acquisition to Edwin R. Barfield, LLC, Orlando and authorize the Purchasing and Contracts Division to execute the Agreement.



RFP TABULATION SHEET

BID NUMBER: RFP-604405-22/LNF
BID TITLE: Term Contract for Property Acquisition
OPENING DATE: September 21, 2022 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Corinthian Realty & Development, LLC 17400 Spicewood Way Mt. Dora, FL 32757 Ph. 407-725-3840 Richard Kovacsik, Broker Rak82357@gmail.com	Edwin R. Barfield, LLC 3165 McCrory Place Orlando, FL 32803 Ph. 407-893-5759 Edwin R. Barfield, Managing Member ed@barfieldgroup.com
Hourly Blended Rate: \$166.37	Hourly Blended Rate: \$145.00

FACTORS FOR EVALUATION:

- Understanding of Scope of Services – 20 points
- Approach plan to support the needs and objectives of the procurement – 20 points
- Credentials and qualifications of the Provider as presented by resumes, education, and training to qualify the firm/individuals to provide required services – 20 points
- Experience in providing similar services to governmental entities – 20 points
- Price Proposal – 20 points

Tabulated by: Leticia Figueroa, Sr. Procurement Analyst (Posted 09/21/2022 @ 2:30 PM)

Recommendation/Intent to award to: Edwin R. Barfield, LLC – BCC award date: 1/10/2023 (Posted 11/29/2022 @ 9:00 AM)



Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION
GEN No. RFP-604405-22/LNF
Term Contract for Property Acquisition
RESPONSE DEADLINE: September 21, 2022 at 2:00 pm
Report Generated: Monday, November 14, 2022

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Jean Jreij	Public Works Director/County Engineer	Oct 11, 2022 12:13 PM
Neil Newton	Real Estate Management Supervisor	Oct 12, 2022 10:22 AM
Tricia Smith	Land Manager	Oct 12, 2022 10:58 AM

EVALUATION CRITERIA

Criteria	Description	Scoring Method	Weight (Points)
Understanding the Scope of Services		0-100 Points	20 (20% of Total)
Approach plan to support the needs and objectives of the procurement		0-100 Points	20 (20% of Total)
Credentials and qualifications of the Provider as presented by resumes, education, and training to qualify the firm/individuals to provide required services		0-100 Points	20 (20% of Total)

EVALUATION TABULATION
 GEN No. RFP-604405-22/LNF
 Term Contract for Property Acquisition

Criteria	Description	Scoring Method	Weight (Points)
Experience in providing similar services to governmental entities		0-100 Points	20 (20% of Total)
Price Proposal		0-100 Points	20 (20% of Total)

AGGREGATE SCORES SUMMARY

Vendor	Jean Jreij	Neil Newton	Tricia Smith	Total Score (Max Score 100)
Corinthian Realty & Development, LLC	70	90	34	64.67
Edwin R. Barfield, LLC	95	95	93	94.33

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	<u>Understanding the Scope of Services</u> 0-100 Points 20 Points (20%)	<u>Approach plan to support the needs and objectives of the procurement</u> 0-100 Points 20 Points (20%)	<u>Credentials and qualifications of the Provider as presented by resumes, education, and training to qualify the firm/individuals to provide required services</u> 0-100 Points 20 Points (20%)	<u>Experience in providing similar services to governmental entities</u> 0-100 Points 20 Points (20%)	<u>Price Proposal</u> 0-100 Points 20 Points (20%)	Total Score (Max Score 100)
Corinthian Realty & Development, LLC	63.3	55	68.3	70	70	65.32
Edwin R. Barfield, LLC	95	93.3	95	95	100	95.66

INDIVIDUAL PROPOSAL SCORES

Corinthian Realty & Development, LLC	
Understanding the Scope of Services 0-100 Points 20 Points (20%)	
Jean Jreij: 70	Marginal
Neil Newton: 95	Proposal suggests an understanding of the scope of services.
Tricia Smith: 25	Based on the information provided, this firm has experience in whole acquisition; not easements or entitlements which tend to be much more tedious and require a completely different skillset to negotiate.
Approach plan to support the needs and objectives of the procurement 0-100 Points 20 Points (20%)	
Jean Jreij: 70	Marginal
Neil Newton: 95	Proposal suggests the needed approach to support the County objectives.
Tricia Smith: 0	A plan to support the needs and objectives of the procurement is missing.
Credentials and qualifications of the Provider as presented by resumes, education, and training to qualify the firm/individuals to provide required servies 0-100 Points 20 Points (20%)	
Jean Jreij: 70	Marginal

Neil Newton: 90

Proposal suggests the needed qualifications and expertise

Tricia Smith: 45

Credentials and qualifications are lacking for the large part of the work requested by the county.

Experience in providing similar services to governmental entities | 0-100 Points | 20 Points (20%)

Jean Jreij: 70

Marginal

Neil Newton: 90

Has experience with multiple government agencies in our central Florida region.

Tricia Smith: 50

Per provided information, this firm has assisted with whole acquisition in the capacity of a traditional real estate firm.

Price Proposal | 0-100 Points | 20 Points (20%)

Price Proposal by Purchasing and Contracts: 70

Edwin R. Barfield, LLC

Understanding the Scope of Services | 0-100 Points | 20 Points (20%)

Jean Jreij: 95

Excellent, clear and in detail.

Neil Newton: 95

Understands the scope of services.

Tricia Smith: 95

Has a tight grasp on the services utilized by the county.

Approach plan to support the needs and objectives of the procurement | 0-100 Points | 20 Points (20%)

Jean Jreij: 95

Excellent, clear and in detail.

Neil Newton: 95

Proposal suggests the needed approach to support the County objectives.

Tricia Smith: 90

Extensive experience to support the procurement needs of the county.

Credentials and qualifications of the Provider as presented by resumes, education, and training to qualify the firm/individuals to provide required services | 0-100 Points | 20 Points (20%)

Jean Jreij: 95

Excellent, has a lot of experience.

Neil Newton: 95

Proposal suggests the needed qualifications and expertise.

Tricia Smith: 95

Credentials and qualifications along with the education and various trainings completed by this firm far surpass most companies within the same business.

Experience in providing similar services to governmental entities | 0-100 Points | 20 Points (20%)

Jean Jreij: 95

Excellent, has a lot of experience.

Neil Newton: 95

Has extensive experience with multiple government agencies in our central Florida region.

Tricia Smith: 95

Very impressive and extensive list of similar services provided.

Price Proposal | 0-100 Points | 20 Points (20%)

Price Proposal by Purchasing and Contracts: 100

**TERM CONTRACT FOR PROPERTY ACQUISITION
(RFP-604405-22/LNF)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **EDWIN R. BARFIELD, LLC**, duly authorized to conduct business in the State of Florida, whose principal address is 3165 McCrory Place, Suite 172, Orlando, Florida 32803, in this Agreement referred to as “CONSULTANT”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide property acquisition services for Seminole County; and

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



WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT’s submission in response to this solicitation. This

Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Release Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Release Order amount, and in no event may the Release Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.



Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of two (2) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Release Orders will remain in effect until completion of the work authorized by the respective Release Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Release Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Release Order is attached as Exhibit B. Each Release Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The

Release Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Release Orders as may be issued under this Agreement and must be completed within the time specified in the respective Release Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. The CONSULTANT will be compensated in accordance with the Contract Pricing, attached as Exhibit C.



Section 6. Reimbursable Expenses.

(a) If a Release Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee,” “Not-to-Exceed,” or “Limitation of Funds” amount set forth in the Release Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and

parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a “non-resort”-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee’s name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Release Order is clearly defined, the Release Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Release Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Release Order.

(b) If the Scope of Services is not clearly defined, the Release Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Release Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Release Order.



(c) For Release Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Release Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Release Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

Director of County Comptroller's Office
Seminole County Board of County Commissioners

P.O. Box 8080
Sanford, FL 32772-8080

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

Seminole County Public Works Engineering Division
100 E. First Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.



(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books,

documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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



Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all

damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Work Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail. For the avoidance of doubt,

proposals and any other documents submitted by CONSULTANT are not incorporated into this Agreement, unless expressly stated otherwise.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the**

Agreement number for this Agreement clearly marked on its face. COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.



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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters

of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance

Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

Per Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim.

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply

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

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

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

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

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

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Public Works Engineering Division
100 E. First Street
Sanford, FL 32771

With a copy to:

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


For CONSULTANT:

Edwin R. Barfield, LLC
3165 McCrory Place, Suite 172
Orlando, FL 32803

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 34. E-Verify System Registration.

(a)  CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

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

this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

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

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

ATTEST:

EDWIN R. BARFIELD, LLC

Witness

By: _____
JAMEE S. BARFIELD, President

Print Name

Date: _____

Witness

Print Name



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

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

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

County Attorney

GLK

8/2/22 11/7/22

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

Exhibit C - Rate Schedule

Exhibit D - Affidavit of E-Verify Requirements Compliance

Part 1

Scope of Services

Acquisition Consulting Services are required for the acquisition of property/properties as deemed necessary by Seminole County in addressing future growth demands of County.

Availability of the Consultant is critical to the success of this project. The Consultant will be contacted on a daily basis and must be able to be in meetings and/or on call for meetings on short notice, usually within 24 hours.

The Consultant may be requested to coordinate certain acquisitions related activities that may require coordination with other County consultants. The County currently has contracts with other consultants to provide title work, surveys, environmental audits, appraisals, etc.

Scope of Services: The Consultant must perform the following services:

1. Provide services related to the acquisition of properties needed for County projects.
2. Search for property required by the County.
3. Develop strategies for the acquisition of properties.
4. Negotiate with sellers on behalf of Seminole County.
5. Contact the owners and any and all parties involved in the negotiation for purchase, advise the County on property acquisition issues and assist with the purchasing process.
6. Services may include consultations with County Staff, County Commissioners and other County Elected Officials, related to the real estate needs of the County. Presentations at executive sessions and public meetings may be required.
7. Provide documentation including correspondence, copies of records, documents provided by owners and others and any other materials produced as part of the acquisition process.
8. Provide services within the realm of property acquisition deemed necessary by the County to procure properties.
9. If requested by the County, the Consultant must provide litigation support to the County Attorney's Office.
10. Coordinate with County Staff regarding all activities and acquisition strategies.
11. The Consultant must, when directed by the County or the County Attorney, appear at hearings, testify in courts and perform other related duties as is deemed necessary by the County. At all times, the Consultant will insure that members of the public and parcel owners are treated with forthrightness, courtesy and respect.
12. Participate fully in weekly status report updates and production meetings at the County's request.

13. The County may provide to the Consultant, when available, maps of parcels, surveys, plans, applications, title searches, appraisals, environmental reports, and contract forms for purchase agreements, legal descriptions of properties, easement descriptions and other documents necessary to assist the Consultant in completing the acquisition work.
The Consultant *is not required* to provide any professional services not regulated by the Florida Department of Professional Regulations, Division of Real Estate.
14. Maintain at all times, in good standing the necessary licenses and corporate registrations required by the State of Florida to practice and provide professional real estate services to the County.
15. Upon written approval and direction by the County, the Consultant may subcontract for specialized professional services that may be necessary in order for the Consultant to carry out acquisition assignments issued by the County.
16. Provide sufficient competent and qualified personnel to effectively carry out its responsibilities under this Agreement. The Consultant must utilize only competent personnel who are qualified by experience and education. The Consultant may not make changes in the personnel working on activities pursuant to the Agreement without written authorization from the County.
17. The Contractor/Consultant must comply with Florida Statutes Chapter 475.278 (3) – Authorized brokerage relationships; required disclosure – Single Agent Relationship (attached).

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
RELEASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

S
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E
N
D
O
R**SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

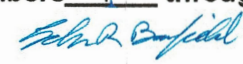
20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

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

Rev. 10/2021

SUBMIT BIDS TO: https://procurement.opengov.com/portal/seminolefl	INVITATION FOR BID And Bidder Acknowledgment
Contact: Leticia Figueroa Senior Procurement Analyst 407-665-7119 - Phone 407-665-7956 - Fax lfiqueroa@seminolecountyfl.gov	RFP-604405-22/LNF Term Contract for Property Acquisition
<u>Bid Due Date and Time:</u> September 21, 2022 at 2:00 PM (Easter Time) <u>Public Opening:</u> Zoom at www.zoom.us , Meeting ID: 865 8422 2565, Pass Code: 520343	
Proposer Name: Edwin R. Barfield, LLC	Federal Employer ID Number: 26-2878504
Mailing Address: 3165 McCrory Place, Suite 172	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip: Orlando, FL 32803	
Type of Entity (Circle one): <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>Edwin R. Barfield;</u> <u>Jamee S. Barfield</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>1</u>:  9/21/2022 Authorized Signature (Manual) Date
Email Address: <u>ed@barfieldgroup.com</u>	Typed Name: Edwin R. Barfield
Telephone Number: <u>407-893-5759</u>	Title: Managing Member
Fax Number: <u>407-705-3934</u>	Date: 9/21/2022

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

Part - 4
Price Proposal

RFP-604405-22/LNF – TERM CONTRACT FOR PROPERTY ACQUISITION**Name of Proposer:** Edwin R. Barfield, LLCMailing Address: 3165 McCrory Place, Suite 172City/State/Zip: Orlando, FL 32803Phone Number: (407) 893-5759 FAX Number: (407) 705-3934E-Mail Address: ed@barfieldgroup.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 1, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

The Cost Proposal must list the fully burdened hourly rates for each level of professional and administrative staff to be used to perform the tasks required by this RFP. Proposer must identify the key cost drivers that they expect to influence the costs of this engagement and the firm's ability to contain them. Proposer must provide rates and policies concerning reimbursable expenses, including travel.

Compensation for services related to the coordination and acquisition of properties for the county as described in the scope of services provided in the RFP documents. Proposer shall submit one blended hourly rate for all services required under the scope of services. Appraisal services are not required under this scope. This blended rate would be a composite of all the labor categories required to accomplish this scope. This blended rate will include all cost (labor, G&A, overhead and profit). A onetime parcel fee is not allowed. Reimbursable expenses are in addition to the blended hourly rate.

FEE STRUCTURE:**PROPOSED HOURLY BLENDED RATE \$** \$145.00

If the firm has a Broker's license, the contract will require the selected firm to claim a portion of the commission that would otherwise be due a seller's agent and claim the portion to which a buyer's agent would be entitled. If there is no commission involved or if the contractor does not have a broker's license, the contractor **will not** receive additional compensation, other than the hourly rate and reimbursable expenses occurred to complete the work. The County **will not** pay any commissions or bonuses under this RFP.

Does your firm have a Broker's license? X YES NO

If your firm has a Broker's License and a Commission can be claim will you comply with the above Contract requirements? X YES NO

If yes, the contractor would be entitled to keep a portion of the commission claimed and the other portion, if any would constitute a credit to the County. Example: If your firm claims a typical 3% commission of the sales price of \$100K, and your proposed fixed commission stated below is 2%, then your commission total would be \$3K and of that commission you would be required to credit \$1K (1%) to the County.

What fixed percentage of the commission will you claim as your commission under this contract? 0 % (0% to 3%).

Please note that if you take exception to any of the above language, your firm may be considered non-responsive to the subject procurement and will not be considered any further for award recommendation.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 21st day of September , 20 22 .

Edwin R. Barfield
(Printed name of person signing FORM)

Edwin R. Barfield, LLC
(Name of Proposer)


(Signature of person signing FORM)

Agreement Name: Term Contract for Property Acquisition (Edwin R. Barfield, LLC)Agreement Number: RFP-604405-22/LNF**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

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

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604405-22/LNF are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of November, 2022.

Edwin R. Barfield, LLCConsultant NameBy: Print/Type Name: Edwin R. BarfieldTitle: Managing MemberSTATE OF FloridaCOUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 7th day of November, 2022, by Edwin R. Barfield (Full Name of Affiant).

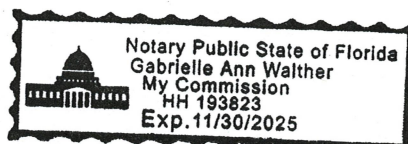
Print/Type Name Gabrielle Walther

Notary Public in and for the County

and State Aforementioned

My commission expires: 11/30/2025

E-Verify Affidavit
Revised 5/19/2021





SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7422

Title:

Approve Interlocal Cost Share Agreement between Seminole and Volusia County and award RFQ-604417-22/TLR - Paola Tower Modification to Kirms Communications LLC, Lake Park in the amount of \$93,150, and authorize the Chairman to execute the Interlocal Agreement and; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-018 in the General Fund to appropriate funding in the amount of \$95,000 and; authorize the Purchasing and Contracts Division to issue the Purchase Order. District 5- Herr (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - Emergency Management/Telecommunications

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Tammy Roberts, Procurement Administrator / 407-665-7112

Background:

On December 13, 2016, the Board executed the Tower Lease Resolution for Communications Tower Lease Agreement between Seminole County and Volusia County which allowed Volusia County to add their antenna to the Paola Tower located at 4905 Wayside Dr, Sanford FL 32771 (known as the DeBary Tower in Volusia County).

RFQ-604417-22/TLR will provide all labor, materials, supervision, tools, supplies and equipment necessary to complete all the work in accordance with the specifications, as well permitting to complete the Paola Tower Foundation Modifications.

This project was publicly advertised, and the County received six (6) submittals in response to the solicitation. The Review Committee consisting of Steve Bateman, Systems Coordinator, Telecommunications, Tommy Oliveras, Telecommunications

Division Manager, and Richard Ruiz, Telecommunications Technician, reviewed the submittals. The Review Committee in concurrence with Bill Clausen, Consultant and Trent Skille, Information Technology Section Manager of Volusia County recommend award to the lowest priced, responsive, responsible bidder, Kirms Communications LLC, in the amount of \$93,150.00.

Authorization for services by the Contractor will be in the form of a Purchase Order issued and executed by the County. Volusia County will reimburse Seminole County the costs as detailed in the Interlocal Cost Share Agreement included with this agenda item.

The Budget Amendment Request (BAR) for \$95,000 is the amount not to exceed in accordance with the Interlocal Cost Share Agreement between Seminole County and Volusia County.

Staff Recommendation:

Staff recommends the Board approve Interlocal Cost Share Agreement between Seminole and Volusia County and award RFQ-604417-22/TLR - Paola Tower Modification to Kirms Communications LLC, Lake Park in the amount of \$93,150, and authorize the Chairman to execute the Interlocal Agreement and; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-018 in the General Fund to appropriate funding in the amount of \$95,000 and; authorize the Purchasing and Contracts Division to issue the Purchase Order.

B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: RFQ-604417-22/TLR

BID TITLE: Debary Tower Foundation Modification

OPENING DATE: September 14, 2022 at 2:00 P.M.

		BK EARNEST LLC	CATHCART CONSTRUCTION	EXOALLOY	KIRMS COMMUNICATIONS	QUALIS CONCRETE	TOWER SYSTEMS INC
	DESCRIPTION						
1	Total Cost of installation	\$197,682.98	\$190,600.00	\$173,475.00	\$86,900.00	\$228,936.00	
2	Permitting – Submittal and Fees	\$500.00	\$1,260.00	\$2,100.00	\$1,750.00	\$5,000.00	
3	Engineering Docs / As-Builts	\$1,500.00	\$1,000.00	\$1,800.00	\$4,500.00	\$5,000.00	
	BID TOTAL	\$199,682.98	\$192,860.00	\$177,375.00	\$93,150.00	\$238,936.00	\$98,125.55

*Product cost included

Status:

Tabulated by: T. Roberts, Sr. Procurement Analyst (Update 9/27/2022 @ 9:30 AM) Recommendation/Intent to award to: Kirms Communications (BCC award date: 01/10/2023)

Consensus Form for Recommendation of Award

Signature:

**INTERLOCAL COST SHARE AGREEMENT BETWEEN
SEMINOLE COUNTY AND VOLUSIA COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771-1468, in this Agreement referred to as "SEMINOLE," and the **VOLUSIA COUNTY**, a Florida political subdivision of the State of Florida, whose address is 123 W. Indiana Avenue Deland, Florida, in this Agreement referred to as "VOLUSIA."

W I T N E S S E T H:

WHEREAS, on December 21, 2016, SEMINOLE and VOLUSIA entered into an Agreement for the colocation of VOLUSIA's Public Safety Radio System on the Tower located at 4905 Wayside Drive, Sanford, Florida hereinafter referred to as "Tower;" and

WHEREAS, VOLUSIA desires to add new equipment to the Tower to support their needs and future initiatives; and

WHEREAS, the new equipment requires the Tower to undergo alterations and repairs for a larger foundation to support the additional weight; and

WHEREAS, VOLUSIA has obtained a Structural Analysis Report from Paul J. Ford & Company to determine the tower stress level and a Scope of Work for the improvement and repair needs from Kirms Communications, LLC. and

WHEREAS, the estimated cost to make the improvements is approximately \$93,500.00; and

WHEREAS, VOLUSIA has offered to pay for the costs of the improvements and SEMINOLE desires to accept; and

WHEREAS, SEMINOLE will cover the initial costs and VOLUSIA will reimburse these costs in a manner agreeable to both; and

WHEREAS, entering this Interlocal Agreement is in the best interest of the citizens of SEMINOLE and VOLUSIA as it will benefit the communications infrastructure in both counties.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, VOLUSIA and SEMINOLE agree as follows:

Section 1. Recitals. The recitals, above, are true and form a material part of this Interlocal Agreement.

Section 2. Purpose. The purpose of this Interlocal Agreement is to establish the terms and conditions for reimbursement for the cost of the Tower improvements.

Section 3. Repairs and Improvements. The term "Repairs and Improvements" is inclusive of the Scope of Work, as defined in exhibit A. The parties agree that the total cost of the Repairs and Improvements will not exceed NINETY-FIVE THOUSAND DOLLARS and 00/100 CENTS (\$95,000.00).

Section 4. Term. This Interlocal Agreement will commence and become effective upon execution by the parties, the later date of execution controlling. This Interlocal Agreement will remain in force from the date of execution until SEMINOLE has been paid in full by VOLUSIA for the total cost of the Repairs and Improvements.

Section 5. Obligations of VOLUSIA. VOLUSIA shall pay SEMINOLE all (100%) of the total cost of the Repairs and Improvements. VOLUSIA shall reimburse SEMINOLE for its share as SEMINOLE sends quarterly invoices pursuant to Section 6 below.

Section 6. Obligations of SEMINOLE. Likewise, SEMINOLE shall pay the initial costs of the repairs and improvements of the Tower. Within thirty (30) days of the end of each

calendar quarter, SEMINOLE shall submit an invoice to VOLUSIA at the following address describing and evidencing services rendered by Vendor for the repairs and improvements, and the actual cost associated with those services:

KIRMS COMMUNICATIONS, LLC
814 14th Street
Lake Park, Florida 33403
(561) 429-8126

Within thirty (30) days after receipt of an invoice, VOLUSIA shall pay SEMINOLE its share, provided both parties have reviewed and approved the invoice. VOLUSIA shall acknowledge COUNTY's Telecommunications Division by email of invoice acceptance and approval for payment. SEMINOLE's payment must be sent to:

Director of County Finance
Seminole County Board of County Commissioners
PO Box Drawer Q
Sanford, Florida 32772-0869
AP@seminoleclerk.org



Section 7. Termination. This Interlocal Agreement may be terminated, in whole or in part, by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered to the other party. However, any obligations under this Interlocal Agreement incurred prior to the termination date will survive the termination and be performed or paid, as the case may be.

Section 8. Indemnification. Neither party to this Interlocal Agreement, nor its officers, employees and agents may be deemed to assume any liability for the acts, omissions and negligence of the other party, its officers, employees and agents.

Section 9. Assignments. Neither party to this Interlocal Agreement may assign this Interlocal Agreement, nor any interest arising under it, without the written consent of the other party.

Section 10. Notices. Whenever either party desires to give written notice to the other party, notice may be sent to:

FOR VOLUSIA:

Volusia County Council
123 W. Indiana Avenue
Deland, Florida

FOR SEMINOLE:

Tommy Oliveras, CPM
Telecommunications Division Manager
Office of Emergency Management
180 Eslinger Way
Sanford, FL 32773

Either of the parties may change, by written notice as provided in this Agreement, the addresses or persons for receipt of notices.

Section 11. Compliance with Laws and Regulations. In providing all services pursuant to this Interlocal Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted.

Section 12. Employee Status. Persons employed by VOLUSIA in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to SEMINOLE's officers and employees either by operation of law or by SEMINOLE. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of VOLUSIA, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other

employee rights or privileges granted to VOLUSIA's officers and employees either by operation of law or by VOLUSIA.

Section 13. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 14. Parties Bound. This Agreement is binding upon and inures to the benefit of VOLUSIA and SEMINOLE, and their successors and assigns.

Section 15. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2021), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 16. Dispute Resolution. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the

event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida. The parties further agree that any such action will be tried in the Court, and the parties hereby waive the right to jury trial as to such action.

Section 17. Entire Agreement.

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

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

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 19. Public Records Law.

(a) VOLUSIA and SEMINOLE acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended from time to time, to release public records to members of the public upon request. VOLUSIA and SEMINOLE acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as this statute may be amended

from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 20. Equal Opportunity Employment. VOLUSIA and SEMINOLE agree that they shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. VOLUSIA and SEMINOLE shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 22. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

ATTEST:

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA


By: _____
Jeff Bower, Chairman

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
 Amy Lockhart, Chairman

Date: _____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

Exhibit A – Scope of Work

DWM/kly
12/7/2022

T:\Users\dmorrell\my documents\PUBLIC SAFETY\2022\Interlocal Cost Share Agreement - Volusia County Dec7(22).docx

MODIFIED 168' SELF SUPPORT TOWER

DEBARY

4905 WAYSIDE DRIVE
SANFORD, FLORIDA 32771
VOLUSIA COUNTY
LAT: 28° 48' 40.20"; LONG: -81° 20' 25.30"

PROJECT CONTACTS

CLIENT:

COUNTY OF VOLUSIA
CONTACT: TRENT SKILLE AT TSKILLE@VOLUSIA.ORG
PH: (386) 323-3503

ENGINEER OF RECORD:

PJFTELECOM@PAULJFORD.COM

WIND DESIGN DATA	
REFERENCE STANDARD	ANSI/TIA-222-H-2017
LOCAL CODE	2020 FBC
ULTIMATE WIND SPEED (3-SECOND GUST)	142 MPH
SERVICE WIND SPEED	60 MPH
RISK CATEGORY	III
EXPOSURE CATEGORY	C
MAXIMUM TOPOGRAPHIC FACTOR, K _{ZT}	1.0

SHEET INDEX	
SHEET NUMBER	DESCRIPTION
T-1	TITLE SHEET
MI-1	MI CHECKLIST AND NOTES
N-1	NOTES
N-2	NOTES
S-1	TOWER ELEVATION
S-2	FOUNDATION PLAN
S-3	FOUNDATION ELEVATION

Maria Consuelo Lopez de Echeverria, P.E. - FL. LICENSE #0000089160
PAUL J. FORD & CO. - #EB-0002848

This item has been electronically signed and sealed by Maria Consuelo Lopez de Echeverria, 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.

LICENSE

No. 89160

STATE OF FLORIDA

PROFESSIONAL ENGINEER

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used for any purpose other than the
intended use for this specific project.

PAUL J. FORD

& COMPANY

250 E Broad St, Ste 600 · Columbus, OH 43215
Phone 614.221.6679 www.pauljford.com

COUNTY OF VOLUSIA

49 KEYTON DR DAYTONA BEACH, FL 32124
PH: (386) 323-3503

DEBARY
SANFORD, FLORIDA
MODIFIED 168' SELF SUPPORT TOWER

PROJECT No:	00021-0097.006.8800
DRAWN BY:	BJH
DESIGNED BY:	MTB
CHECKED BY:	CMH
DATE:	2/23/2022

TITLE SHEET

T-1

REV	DATE	DESCRIPTION
-----	------	-------------

00021-0097.006.DWG

00021-0097.006.DWG

POST-MODIFICATION CHECKLIST		
REQUIRED	REPORT ITEM	BRIEF DESCRIPTION
PRE-CONSTRUCTION		
X	MI CHECKLIST DRAWING	THIS CHECKLIST SHALL BE INCLUDED IN THE MI REPORT
NA	EOR APPROVED SHOP DRAWINGS	FABRICATION DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW. THE CONTRACTOR SHALL PROVIDE THE APPROVED SHOP DRAWINGS TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT. SEE SHOP DRAWING NOTES.
NA	FABRICATION INSPECTION	A LETTER FROM THE FABRICATOR, STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THE CONTRACT DOCUMENTS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	FABRICATOR CERTIFIED WELD INSPECTION	CRITICAL SHOP WELDS THAT REQUIRE TESTING ARE NOTED ON THESE CONTRACT DRAWINGS. A CERTIFIED WELD INSPECTOR SHALL PERFORM NON-DESTRUCTIVE TESTING AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	MATERIAL TEST REPORT (MTR)	MILL CERTIFICATION SHALL BE PROVIDED FOR ALL STEEL WITH A YIELD STRENGTH GREATER THAN 36 KSI AND THIS DOCUMENTATION SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	FABRICATOR NDE INSPECTION	A VISUAL OBSERVATION OF A PORTION OF THE EXISTING STRUCTURE (AS NOTED ON THESE DRAWINGS) IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	NDE REPORT OF MONOPOLE BASE PLATE (AS REQUIRED)	A VISUAL OBSERVATION OF THE POLE TO BASE PLATE CONNECTION IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	PACKING SLIPS	THE MATERIAL SHIPPING LIST SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
CONSTRUCTION		
X	CONSTRUCTION INSPECTIONS	A LETTER FROM THE GENERAL CONTRACTOR STATING THAT THE WORKMANSHIP WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THESE CONTRACT DRAWINGS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	FOUNDATION INSPECTIONS	A VISUAL OBSERVATION OF THE EXCAVATION AND REBAR SHALL BE PERFORMED BEFORE PLACING THE CONCRETE. A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	CONCRETE COMP. STRENGTH AND SLUMP TESTS	THE CONCRETE MIX DESIGN, SLUMP TEST, AND COMPRESSIVE STRENGTH TESTS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	POST INSTALLED ANCHOR ROD VERIFICATION	ANCHOR ROD INSTALLATION SHALL INCLUDE VERIFICATION BY LETTER AND PHOTOGRAPHIC DOCUMENTATION.
NA	BASE PLATE GROUT VERIFICATION	A LETTER FROM THE GENERAL CONTRACTOR SHALL BE PROVIDED TO THE MI INSPECTOR THAT CERTIFIES THAT THE GROUT WAS INSTALLED IN ACCORDANCE WITH INDUSTRY STANDARD FOR INCLUSION IN THE MI REPORT.
NA	CONTRACTOR'S CERTIFIED WELD INSPECTION	A CERTIFIED WELD INSPECTOR SHALL INSPECT AND TEST AS NECESSARY ALL FIELD WELDS AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT. PRE, DURING AND POST WELD INSPECTION IS REQUIRED.
NA	EARTHWORK: LIFT AND DENSITY	FOUNDATION SUB-GRADES SHALL BE INSPECTED AND APPROVED BY A GEOTECHNICAL ENGINEER AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	ON SITE COLD GALVANIZING VERIFICATION	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR VERIFYING THAT ANY ON-SITE COLD GALVANIZING WAS APPLIED FOR FIELD PUNCHED/DRILLED HOLES.
NA	GUY WIRE TENSION REPORT	THE GENERAL CONTRACTOR SHALL PROVIDE A REPORT TO THE MI INSPECTOR INDICATING THE TEMPERATURE AND TENSION IN EVERY GUY CABLE FOR INCLUSION IN THE MI REPORT.
X	GC AS-BUILT DOCUMENTS	THE GENERAL CONTRACTOR SHALL SUBMIT A COPY OF THE CONTRACT DRAWINGS EITHER STATING "INSTALLED AS DESIGNED" OR NOTING ANY CHANGES THAT WERE REQUIRED AND APPROVED BY THE ENGINEER OF RECORD DUE TO FIELD CONDITIONS.
NA	MAGNI 565 COATING VERIFICATION	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR VERIFYING THAT ANY MAGNI 565 COATING WAS APPLIED IN ACCORDANCE PER ASTM F1136.
NA	MICROPILE / ROCK ANCHOR	THE GENERAL CONTRACTOR SHALL PROVIDE INSTALLER'S DRILLING AND INSTALLATION LOGS AND QA/QC DOCUMENTATION TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
POST-CONSTRUCTION		
X	MI INSPECTOR REDLINE OR RECORD DRAWING(S)	THE MI INSPECTOR SHALL OBSERVE AND REPORT ANY DISCREPANCIES BETWEEN THE CONTRACTORS REDLINE DRAWING AND THE ACTUAL COMPLETED INSTALLATION.
NA	POST INSTALLED ANCHOR ROD PULL TESTING	POST INSTALLED ANCHOR RODS SHALL BE TESTED IN ACCORDANCE WITH INDUSTRY STANDARD AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	PHOTOGRAPHS	PHOTOGRAPHS SHALL BE SUBMITTED TO THE MI WHICH DOCUMENT ALL PHASES OF THE CONSTRUCTION. THE PHOTOS SHALL BE ORGANIZED IN A MANNER THAT EASILY IDENTIFIES THE EXACT LOCATION OF THE PHOTO.
NA	POST INSTALLED MICROPILE / ROCK ANCHOR TESTING	POST INSTALLED ANCHORS SHALL BE TESTED AND INSPECTED IN ACCORDANCE WITH SPECIFICATION STATED ON MICROPILE/ROCK ANCHOR NOTES.

NOTE: X DENOTES A DOCUMENT NEEDED FROM THE CONTRACTOR FOR THE MI REPORT
NA DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE MI REPORT

MODIFICATION INSPECTION NOTES:

GENERAL
THE MODIFICATION INSPECTION (MI) IS A VISUAL INSPECTION OF TOWER MODIFICATIONS AND A REVIEW OF CONSTRUCTION INSPECTIONS AND OTHER REPORTS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF. NOR DOES THE MI INSPECTOR TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES.

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY.

MI INSPECTOR
THE MI INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO FOR THE MI TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS

THE MI INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS, REVIEWING THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE MI REPORT TO THE OWNER.

GENERAL CONTRACTOR
THE GC IS REQUIRED TO CONTACT THE MI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE MI INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS

THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH INDUSTRY STANDARD.

RECOMMENDATIONS
THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING A MI REPORT:

- IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLE 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR RE-TENSIONING OPERATIONS
- IT MAY BE BENEFICIAL TO INSTALL ALL TOWER MODIFICATIONS PRIOR TO CONDUCTING THE FOUNDATION INSPECTIONS TO ALLOW FOUNDATION AND MI INSPECTION(S) TO COMMENCE WITH ONE SITE VISIT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.

CANCELLATION OR DELAYS IN SCHEDULED MI
IF THE GC AND MI INSPECTOR AGREE TO A DATE ON WHICH THE MI WILL BE CONDUCTED, AND EITHER PARTY CANCELS OR DELAYS, THE TOWER OWNER SHALL NOT BE RESPONSIBLE FOR ANY COSTS, FEES, LOSS OF DEPOSITS AND/OR OTHER PENALTIES RELATED TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY TIME (E.G. TRAVEL AND LODGING, COSTS OF KEEPING EQUIPMENT ON-SITE, ETC.). IF THE TOWER OWNER CONTRACTS DIRECTLY FOR A THIRD PARTY MI, EXCEPTIONS MAY BE MADE IN THE EVENT THAT THE DELAY/CANCELLATION IS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

CORRECTION OF FAILING MI'S
IF THE MODIFICATION INSTALLATION WOULD FAIL THE MI ("FAILED MI"), THE GC SHALL WORK WITH THE EOR TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SUPPLEMENT MI.
- OR, WITH OWNER'S APPROVAL, THE GC MAY WORK WITH THE EOR TO RE-ANALYZE THE MODIFICATION/REINFORCEMENT USING THE AS-BUILT CONDITION

PHOTOGRAPHS
BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTION AND INSPECTION
 - RAW MATERIALS
 - PHOTOS OF ALL CRITICAL DETAILS
 - FOUNDATION MODIFICATIONS
 - WELD PREPARATION
 - BOLT INSTALLATION AND TORQUE
 - FINAL INSTALLED CONDITION
 - SURFACE COATING REPAIR
- POST CONSTRUCTION PHOTOGRAPHS
 - FINAL INFIELD CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

THIS IS NOT A COMPLETE LIST OF REQUIRED PHOTOS, PLEASE COORDINATE WITH THE MI.

SHOP DRAWINGS
EOR APPROVED SHOP DRAWINGS CAN BE PROVIDED AS AN ADDITIONAL SCOPE OF SERVICE. IF REQUIRED, PLEASE CONTACT PJF FOR ADDITIONAL INFORMATION.

Maria Consuelo Lopez de Echeverria, P.E. - FL. LICENSE #0000089160
PAUL J. FORD & CO. - #EB-0002848

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COUNTY OF VOLUSIA
49 KEYTON DR DAYTONA BEACH, FL 32124
PH: (386) 323-3503

DEBARY
SANFORD, FLORIDA
MODIFIED 168' SELF SUPPORT TOWER

684

PROJECT No:	00021-0097.006.8800
DRAWN BY:	BUH
DESIGNED BY:	MTB
CHECKED BY:	CMH
DATE:	2/23/2022

MI CHECKLIST AND NOTES

MI-1

GENERAL NOTES:

1. THIS TOWER MODIFICATION DRAWING IS BASED UPON A STRUCTURAL ANALYSIS PERFORMED BY PAUL J. FORD AND COMPANY DATED 2/23/2022.
2. PAUL J. FORD AND COMPANY HAS NOT PERFORMED A FIELD VISIT TO VERIFY THE EXISTING TOWER MEMBER SIZES AND DIMENSIONS. THE MODIFICATIONS SHOWN ON THESE PAGES WERE DEVELOPED USING INFORMATION PROVIDED TO US BY VOLUSIA COUNTY.
3. THE CONTRACTOR IS EXPECTED TO PERFORM A SITE VISIT BEFORE FABRICATING ANY MATERIAL. IF THE CONTRACTOR DISCOVERS ANY EXISTING CONDITIONS THAT ARE NOT AS REPRESENTED ON THESE DRAWINGS, PAUL J. FORD AND COMPANY SHALL BE CONTACTED IMMEDIATELY TO EVALUATE THE STRUCTURAL SIGNIFICANCE OF THE DEVIATION.
4. PAUL J. FORD AND COMPANY WAS NOT PROVIDED WITH THE EXACT LOCATION OF EVERY EXISTING APPURTENANCE THAT COULD POTENTIALLY INTERFERE WITH THE MODIFICATIONS AS INDICATED ON THESE DRAWINGS. IT IS IMPORTANT THAT THE MODIFICATION MATERIAL BE PLACED IN THE PROPER LOCATION TO BE EFFECTIVE. THIS MAY REQUIRE THE REPOSITIONING OF SOME EXISTING NON-STRUCTURAL ITEMS CURRENTLY ATTACHED TO THE TOWER.
5. THE CONTRACTOR MUST BE EXPERIENCED IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED ON THESE DRAWINGS. BY ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED TO DO THIS WORK IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.
6. THIS DRAWING DOES NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PROGRAMS AND PRECAUTIONS IN CONNECTION WITH THE WORK.
8. INSPECTIONS SHALL BE COMPLETED IN ACCORDANCE WITH LOCAL BUILDING CODES.

CONSTRUCTION NOTES:

1. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION)
2. ANY GALVANIZED SURFACE THAT IS SCRATCHED OR DAMAGED DUE TO THE CONTRACTORS EFFORTS, SHALL BE REPAIRED WITH A COLD GALVANIZING COMPOUND CONFORMING TO ASTM A780.

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No. 89160

STATE OF FLORIDA

PROFESSIONAL ENGINEER



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RJF

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COUNTY OF VOLUSIA

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PH: (386) 323-3503

DEBARY
SANFORD, FLORIDA
MODIFIED 168' SELF SUPPORT TOWER

PROJECT No:	00021-0097.006.8800
DRAWN BY:	BJH
DESIGNED BY:	MTB
CHECKED BY:	CMH
DATE:	2/23/2022

NOTES

N-1

REV	DATE	DESCRIPTION
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00021-0097.006.DWG

685

00021-0097.006.DWG

GEOTECHNICAL AND SOIL NOTES:

1. THIS FOUNDATION DESIGN WAS BASED ON GEOTECHNICAL INVESTIGATION REPORT NO. 21.DEBARY REVISION 1 BY EGSCI DATED DECEMBER 30, 2021. THE CONTRACTOR SHALL REVIEW AND FOLLOW ALL RECOMMENDATIONS FOR CONSTRUCTION AND SOIL VERIFICATION AS LISTED IN THE GEOTECHNICAL REPORT. IF THE CONTRACTOR DISCOVERS ANY SUBSURFACE CONDITIONS THAT ARE NOT AS REPRESENTED IN THE GEOTECHNICAL REPORT, THE GEOTECHNICAL ENGINEER AND PAUL J. FORD AND COMPANY SHALL BE CONTACTED IMMEDIATELY TO EVALUATE THE SIGNIFICANCE OF THE DEVIATION.
2. THE MATERIAL BELOW THE FOUNDATION SHALL BE VERIFIED BY A GEOTECHNICAL ENGINEER TO ACHIEVE ADEQUATE DESIGN CAPACITY.
3. THE EFFECT OF ADDITIONAL EXCAVATION FOR FOUNDATION AUGMENTATION AND REINFORCING, WHERE REQUIRED, MAY HAVE AN IMPACT ON EXISTING EQUIPMENT AND/OR OTHER EXISTING STRUCTURES NEAR THE EXCAVATION. THE EOR HAS NOT BEEN PROVIDED WITH ANY SPECIFIC INFORMATION OR DETAILS REGARDING EXISTING EQUIPMENT OR OTHER EXISTING STRUCTURES ON THE SITE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EFFECT THAT ANY EXCAVATION WORK HAS ON EXISTING NEARBY EQUIPMENT AND/OR STRUCTURES. CONTRACTOR SHALL COORDINATE THIS SITE-SPECIFIC INFORMATION WITH THE TOWER OWNER AND THE TESTING AGENCY PRIOR TO CONSTRUCTION AND FOUNDATION WORK. AFTER OBTAINING THE PRIOR WRITTEN PERMISSION OF CROWN CASTLE, THE CONTRACTOR SHALL ADEQUATELY BRACE, SHORE, AND/OR RELOCATE THE INTERFERING EXISTING NEARBY EQUIPMENT AND/OR STRUCTURES AS NECESSARY.

CONCRETE NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE “BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE” ACI 318 (LATEST EDITION) AND “SPECIFICATIONS FOR STRUCTURAL CONCRETE” ACI 301 (LATEST EDITION).
2. CONCRETE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

A. 28 DAY COMPRESSIVE STRENGTH: 4500 PSI (MINIMUM)

B. WATER CEMENT RATIO: 0.45 (MAXIMUM). CEMENT SHALL CONFORM TO ASTM C150. WATER SHALL BE CLEAN AND FREE FROM OILS, ACIDS, ALKALIS, AND ORGANIC MATERIALS. NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE

C. DENSITY: 150 PCF (MINIMUM)

D. MAX COARSE AGGREGATE SIZE SHALL BE 1”

E. AIR ENTRAINMENT: 6% ± 1.5%

F. CONCRETE SHALL BE PROPORTIONED AND PRODUCED TO HAVE A SLUMP OF NOT MORE THAN 4” ± 1” OR 8” ± 1” FOR CONCRETE WITH VERIFIED SLUMP OF 2” TO 4” BEFORE ADDING HIGH-RANGE WATER-REDUCING ADMIXTURE OR PLASTICIZING ADMIXTURE.

G. FLY ASH OR OTHER POZZOLANS CONFORMING TO ASTM C618 SHALL NOT EXCEED 25% OF CEMENTITIOUS MATERIALS BY WEIGHT.

H. ADMIXTURES SHALL NOT CONTAIN CHLORIDE IONS UNLESS APPROVED BY THE ENGINEER OF RECORD.
3. WATER SHALL BE REMOVED FROM OPEN EXCAVATION PRIOR TO CONCRETE PLACEMENT. THE WATER MUST NOT BE ALLOWED TO WASH THE CEMENT FROM THE AGGREGATE.
4. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, SLEEVES, ANCHOR RODS, INSERTS, ETC., AS REQUIRED BEFORE CONCRETE IS PLACED.
5. CONCRETE SHALL BE POURED MONOLITHICALLY. CONTRACTOR SHALL SUBMIT PROPOSED CONSTRUCTION JOINT LOCATIONS AND DETAILS TO THE EOR FOR REVIEW.

6. CONCRETE SHALL BE PLACED WITHIN 24 HOURS OF EXCAVATION INSPECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXPOSED EXCAVATIONS PRIOR TO CONCRETE PLACEMENT.
7. SAWCUTTING OF THE SLAB IS PROHIBITED.
8. THE TOP OF THE CONCRETE SHALL BE SLOPED (APPROXIMATELY 1/8” PER FOOT) TO DRAIN. THE EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4” BY 3/4” MINIMUM.
9. HOT WEATHER CONCRETE PLACEMENT SHALL COMPLY WITH ACI 305R. COLD WEATHER CONCRETE PLACEMENT SHALL COMPLY WITH ACI 306.1.
10. ALL CONCRETE SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION EQUIPMENT. VIBRATORS SHALL NOT BE USED TO TRANSPORT CONCRETE.
11. THE CONTRACTOR SHALL ASSIST TESTING AGENCY IN MAKING A MINIMUM OF (2) TEST CYLINDERS PER TEST. CONCRETE TESTS SHALL BE CONDUCTED FROM A MINIMUM OF (5) RANDOMLY SELECTED TRUCKLOADS PER DAY. IF FEWER THAN (5) TRUCKLOADS OF CONCRETE ARE USED, A TEST SHALL BE CONDUCTED FROM EACH TRUCKLOAD. TESTING AGENCY SHALL PERFORM STRENGTH TESTS IN ACCORDANCE WITH ACI 318.

CONCRETE REINFORCING STEEL NOTES:

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A 615 GRADE 60 UNLESS NOTED OTHERWISE.
2. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES, UNLESS OTHERWISE NOTED.
3. PROVIDE CLASS “B” TENSION LAP SPLICE OR FULL MECHANICAL SPLICE IN ACCORDANCE WITH ACI 318 (LATEST EDITION) FOR HORIZONTAL MAT REINFORCING STEEL.
4. REINFORCING STEEL SHALL BE DETAILED, FABRICATED, BENT AND PLACED IN ACCORDANCE WITH THE CRSI MANUAL OF STANDARD PRACTICE AND ACI 315 (LATEST EDITION).
5. CONTRACTOR SHALL PROVIDE SPACERS, CHAIRS, BOLSTERS, ETC., NECESSARY TO SUPPORT REINFORCING STEEL. CHAIRS WHICH BEAR ON EXPOSED CONCRETE SURFACES SHALL HAVE ENDS WHICH ARE PLASTIC TIPPED OR STAINLESS STEEL.
6. WELDING OF REINFORCING AND EMBEDMENTS IS PROHIBITED.

GENERAL FOUNDATION NOTES:

1. THE ADHESIVE EPOXY SHALL BE “HILTI HY 200” OR APPROVED EQUAL. THE CONTRACTOR SHALL FOLLOW ALL REBAR AND EPOXY MANUFACTURER RECOMMENDATIONS REGARDING HANDLING OF REBAR, EPOXY, ACCEPTABLE AMBIENT TEMPERATURE RANGE DURING INSTALLATION, PROPER PLACEMENT OF EPOXY INTO THE HOLE, ETC. THE HAMMER DRILLED HOLES IN THE CONCRETE SHALL BE CLEAN AND DRY, AND OTHERWISE PROPERLY PREPARED ACCORDING TO THE EPOXY MANUFACTURERS' INSTRUCTIONS, PRIOR TO PLACEMENT OF REBAR AND EPOXY.
2. IF DURING DRILLING EXISTING REBAR MATERIAL IS ENCOUNTERED, RELOCATE HOLE AND GROUT FILL IMPEDED HOLE WITH 5000 PSI NON-SHRINK GROUT. THE CONTRACTOR SHALL CONTACT PAUL J. FORD AND COMPANY TO DETERMINE THE SIGNIFICANCE IN DEVIATION.

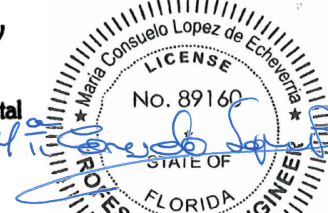
3. ALL INTERFACES BETWEEN NEW AND EXISTING CONCRETE SHALL BE INTENTIONALLY ROUGHENED TO A FULL AMPLITUDE OF APPROX. 1/4” AND APPLY BONDING AGENT PRIOR TO PLACING NEW CONCRETE. BONDING AGENT SHALL BE “SIKA ARMATEC 110 EPOCEM” BY SIKA OR APPROVED EQUAL. THE BONDING AGENT SHALL BE USED IN ACCORDANCE WITH THE MANUFACTUER'S RECOMMENDATIONS.
4. MODIFICATIONS TO THE EXISTING FOUNDATION AT THE BASE OF THE TOWER REQUIRE ADDITIONAL CONCRETE TO ENLARGE THE PLAN DIMENSION OF THE FOUNDATION. EXISTING GROUND RODS SHALL NOT BE EMBEDDED INTO THE NEW CONCRETE. NEW GROUND RODS MAY BE REQUIRED.
5. IF THE CONTRACTOR ENCOUNTERS A CONDUIT IN THE EXISTING FOUNDATION OR ONE IS TO BE INSTALLED WITHIN THE CONFINES OF THE PROPOSED FOUNDATION FOOTPRINT, AND THE LOCATION IS NOT SPECIFIED ON THESE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY CONTACT PAUL J. FORD AND COMPANY FOR GUIDANCE BEFORE PROCEEDING WITH THE INSTALLATION OF THE PROPOSED FOUNDATION MODIFICATIONS.
6. THE FOUNDATION DESIGN HAS BEEN DEVELOPED IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRINCIPLES AND PRACTICES WITHIN THE LIMITS OF THE SUBSURFACE DATA OBTAINED.
7. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS. THE FOUNDATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL BUILDING OFFICIALS FOR ANY INSPECTIONS THAT MAY BE REQUIRED.

Maria Consuelo Lopez de Echeverria, P.E. - FL. LICENSE #0000089160
PAUL J. FORD & CO. - #EB-0002848

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COUNTY OF VOLUSIA

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PH: (386) 323-3503

DEBARY
SANFORD, FLORIDA
MODIFIED 168' SELF SUPPORT TOWER

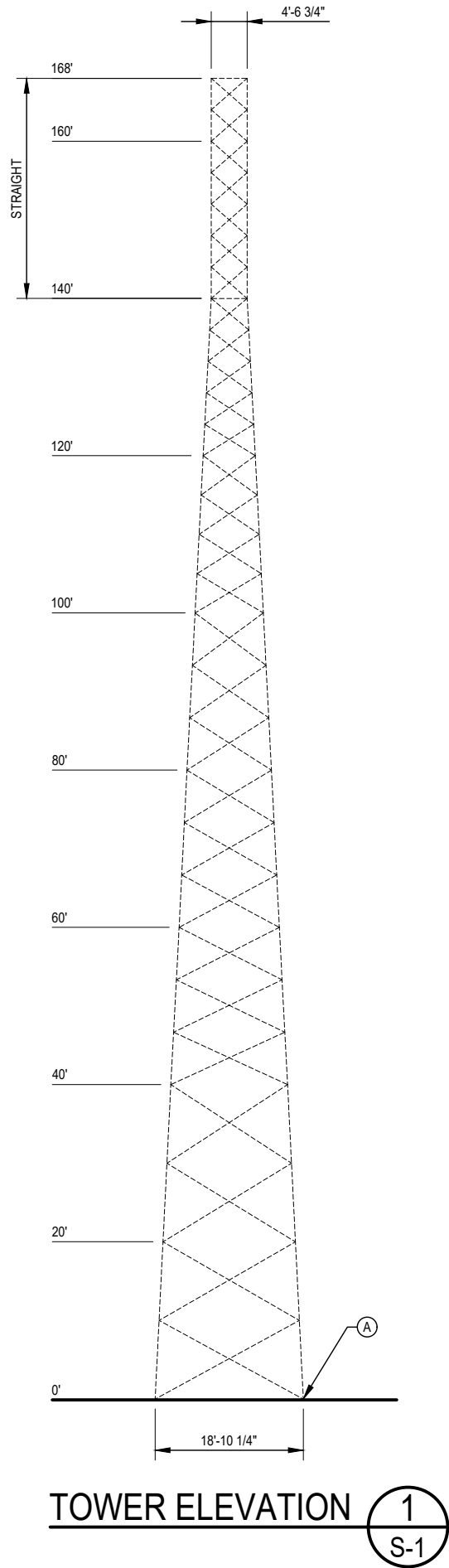
PROJECT No:	00021-0097.006.8800
DRAWN BY:	BJH
DESIGNED BY:	MTB
CHECKED BY:	CMH
DATE:	2/23/2022

NOTES

N-2

686

00021-0097.006.DWG



TOWER MODIFICATION SCHEDULE			
	ELEVATION	TOWER MODIFICATION DESCRIPTION	REFERENCE SHEETS
(A)	BASE	ADD CONCRETE TO EXISTING FOUNDATIONS	S-2 & S-3
PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. LENGTH AND QUANTITIES PROVIDED ARE FOR QUOTING PURPOSE ONLY AND SHALL NOT BE USED FOR FABRICATION.			

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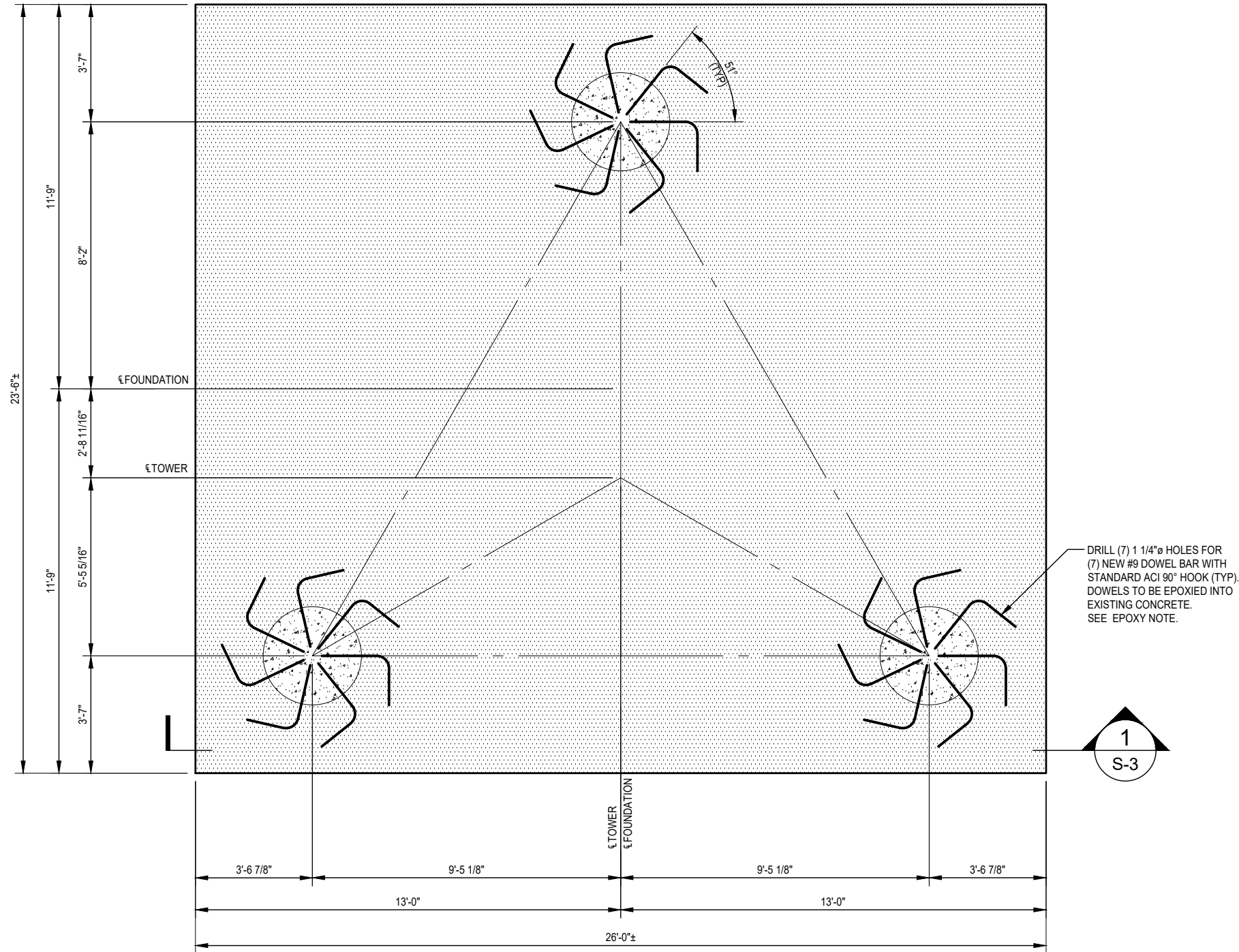
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TOWER
ELEVATION

S-1

REV	DATE	DESCRIPTION
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00021-0097.006.DWG



A FOUNDATION PLAN 2 S-2

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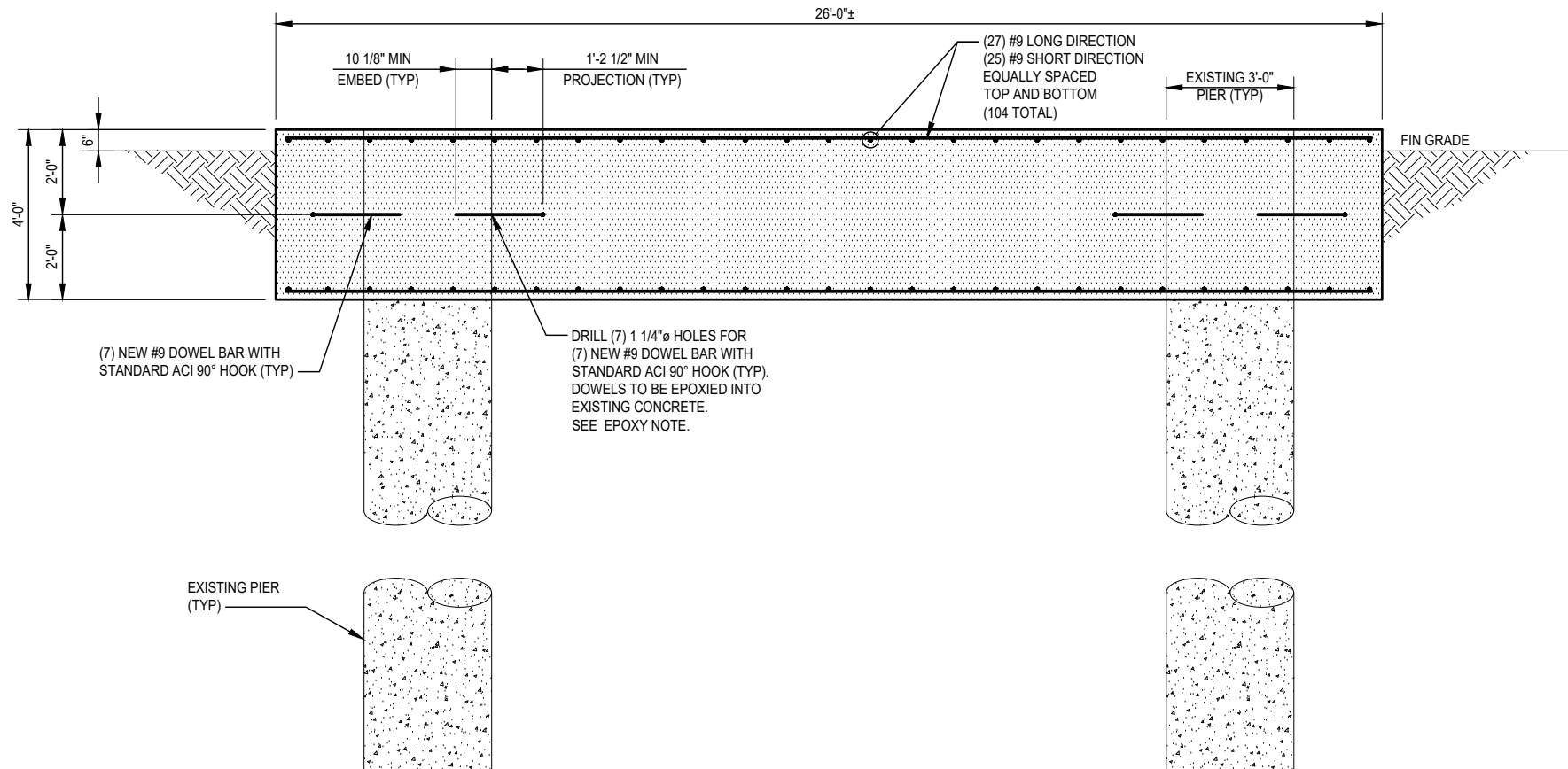
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FOUNDATION PLAN

S-2

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A FOUNDATION ELEVATION 1 S-3

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FOUNDATION
ELEVATION

S-3

KIRMS COMMUNICATIONS LLC

814 14TH STREET
LAKE PARK, FL 33403
(561) 429-8126
harrykirms@hotmail.com

Estimate

ADDRESS

Volusia
County of Volusia
County of Volusia
Radio Systems Manager
49 Keyton Dr.
Daytona Beach, Fl. 32124
(386) 323-3503 office
(386) 717-7604 cell

ESTIMATE # 2159**DATE 03/18/2022****EXPIRATION DATE 04/18/2022**

ACTIVITY	QTY	RATE	AMOUNT
Debary: Tower Foundation Modification 4905 WAYSIDE DRIVE SANFORD, FLORIDA 32771 VOLUSIA COUNTY LAT: 28 48' 40.20"; LONG: -81 20' 25.30"			
03 Installation: Labor, Material, and Machinery to complete foundation installation. Includes sika, hilti, rebar and concrete indicated in report. Includes Concrete pumper due to location of caissons. Concrete spec requires minimum 4500 psi per 28 day.	1	86,900.00	86,900.00
03 Optional: Replace Tower Ground System if necessary. All new Ground rods, 2/0 ground system exothermically attached, per current Harris Grounding standard. Kirms does not know if existing ground system is inside current Tower Modification plan or outside. Pricing is not necessary if ground ring is outside new foundation. Kirms would have to pull existing rods to not create a potential, ground wires would be encased in concrete. pricing assumes all new, would be less if partial.	0	11,750.00	0.00
03 Permitting- Submittal and Fees (Pricing assumes	1	1,750.00	1,750.00

ACTIVITY	QTY	RATE	AMOUNT
that building department accepts Paul J ford designs provided by Volusia. Kirms will need 3 sets signed and sealed for submittal. If adjustments to designs are required that will be the responsibility of engineering firm/Volusia at no additional cost to Kirms. Kirms is not providing any additional engineering drawings for permit submittal.)			
03 Special Inspector Engineering for Contract Document signoff	1	4,500.00	4,500.00
<p>Kirms does not substantiate Tower Foundation design and is solely the Contractor performing the installation of the Tower Mod foundation. Kirms assumes all engineering meets proper criteria required by Volusia, with Paul J Ford Engineering.</p> <p>Kirms is assuming area for Tower Modification is free from any water, power, fiber, conduit, wiring, etc. There will be additional cost to relocate any items inside tower foundation modification if required. Kirms is not liable for those items.</p> <p>Material lead times vary between 2-6 weeks at this point, material pricing is also very volatile. making quote good for 14 days.</p> <p>Concrete Tower Mod will finish above grade. kirms does not have pricing for bringing in rock to cover concrete. Kirms is assuming brush finish on concrete</p> <p>Pricing does not include geotechnical reports, Kirms assumption is those are completed by Engineer.</p>			
TOTAL			\$93,150.00

Accepted By

Accepted Date

2023-R-

BUDGET AMENDMENT REQUEST**BAR# 23-018**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION / TELECOMMUNICATIONS

Fund(s): 00100 GENERAL FUND

RM Recommendation	
W. AVILES	12/23/2022
Budget Analyst	Date
Budget Manager	Date
Director	Date

PURPOSE:

This resolution will appropriate funding in the amount of \$95,000 through the General Fund for the amount of the total cost of the repairs and improvements in accordance with the Interlocal Cost Share Agreement between Seminole County and Volusia County.

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	00100	02301047	369940	99999	REIMBURSEMENTS - RADIOS		4601405107	\$ 95,000.00
Revenue								
Revenue								
Revenue								

Total Sources \$ 95,000.00

Expenditure	00100	02301047	530460	00001	REPAIRS AND MAINTENANCE		4601405107	\$ 95,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								

Expenditure Sub-Total \$ 95,000.00

Reserve

Reserve

Reserve Sub-Total \$ -

Total Uses \$ 95,000.00

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-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

Amy Lockhart, Chairman

Date: _____

Date: _____

Entered by the Office of Management and Budget

Date: _____

Posted by the County Comptroller's Office

Date: _____



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7443

Title:

Award IFB-604457-22/TKH Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection to Fire-Dex GW LLC, Hudson, FL, for an estimated annual amount of \$117,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Diane Reed, Purchasing and Contracts Manager**). Requesting Department/Division: Fire Department/Fire/EMS Operations.

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Tamara Hodgkins, Senior Procurement Analyst (407) 665-7115

Background:

Each set of firefighter bunker gear must annually have an advanced cleaning and inspection and repairs as needed to be NFPA (National Fire Protection Association) 1851 Compliant. NFPA 1851 Compliant is the standard with established requirements for the selection, care, and maintenance of firefighting protective ensembles for structural firefighting and proximity firefighting with proper PPE maintenance that reduces health and safety risks and limits the exposure of fire ground contaminants to firefighters. The solicitation requested a price on optional mobile cleaning of coat and pant and Fire-Dex GW LLC was the only Respondent that offered this service.

IFB-604457-22/TKH will ensure Seminole County is NFPA 1851 Compliant, by providing mobile advanced cleaning of firefighter protective ensembles annually, regular cleaning, repairs, and the annual inspection. This project was publicly advertised, and two (2) submittals were received in response to the solicitation. The Review Committee comprised of Gerald Hutchison, Warehouse Supervisor, Amy Jinright, Battalion Chief, and Gene VanEtten, Lieutenant/Paramedic evaluated the proposals. Consideration was given to ability, capacity, and skill of the apparent low bidder to perform the work, character, integrity, reputation, judgement, and efficiency of the apparent low bidder, the quality of performance on previous contracts or services to Seminole County, and the references

provided by each bidder. The Review Committee recommends award to the lowest priced, responsible, responsive bidder, Fire-Dex GW LLC.

The Agreement takes effect on the date of execution and continues for a period of three (3) years and may be renewed for two (2) successive periods not to exceed one (1) year each. Authorization for performance under this Agreement will be in the form of written purchase orders issued and executed by the County. This is a budgeted project and funds are available in the Fire Protection Fund, Account Numbers 056100.530460.

Staff Recommendation:

Staff recommends award of IFB-604457-22/TKH Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection to Fire-Dex GW LLC, Hudson, FL, with an estimated annual cost of \$117,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.



Seminole County
Resource Management - Purchasing & Contracts

Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771
(407) 665-7116

BID TABULATION/STATUS

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs,
and Inspection

RESPONSE DEADLINE: November 9, 2022 at 2:00 pm

Description of Services	Response 1	Response 2
	Fire-Dex GW LLC 7621 Maryland Ave. Hudson, FL 34667	Florida PPE Services LLC 970 Sunshine Lane Unit J Altamonte Spgs., FL 32714
<u>Optional</u> Mobile Cleaning-Coat & Pant	\$20.00	\$0.00
All Other Cleaning and Repairs to Gear	\$594.59	\$1,294.00
Total Bid Price	\$614.59	\$1,294.00

Bid Tabulation/Status: Posted by Tammy Hodgkins, CPPB, BAS on 11/15/2022 at 9:30AM

Recommendation of Award: Fire Dex GW LLC, posted on December 7, 2022 at 10:45AM

Board Approval: January 10, 2023



Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

RESPONSE DEADLINE: November 9, 2022 at 2:00 pm

Report Generated: Monday, December 12, 2022

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Fire-Dex GW LLC	Hudson, Florida

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Gerald Hutchinson	Warehouse Supervisor	Nov 15, 2022 11:10 AM
Amy Jinright	Battalion Chief	Nov 15, 2022 7:13 PM
Gene VanEtten	Lieutenant/Paramedic	Nov 18, 2022 10:58 AM

AGGREGATE SCORES SUMMARY

Vendor	Gerald Hutchinson	Amy Jinright	Gene VanEtten	Total Score (Max Score 4)
Fire-Dex GW LLC	4	4	4	4
FLORIDA PPE SERVICES	0	4	4	2.67

EVALUATION TABULATION

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	<u>Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work</u> Pass / Fail 1 Points (25%)	<u>Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder</u> Pass / Fail 1 Points (25%)	<u>The quality of performance on previous contracts or services to Seminole County or any other agency or client.</u> Pass / Fail 1 Points (25%)	<u>Reference Checks</u> Pass / Fail 1 Points (25%)	Total Score (Max Score 4)
Fire-Dex GW LLC	100%	100%	100%	100%	4
FLORIDA PPE SERVICES	66.7%	66.7%	66.7%	66.7%	2.67

EVALUATION TABULATION

Invitation For Bid - Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

Page 2

**TERM CONTRACT FOR SEMINOLE COUNTY FIREFIGHTER
BUNKER GEAR CLEANING, REPAIRS, AND INSPECTION
(IFB-604457-22/TKH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **FIRE-DEX GW, LLC**, duly authorized to conduct business in the State of Florida, whose address is 780 S. Progress Drive, Medina, Ohio 44256, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide firefighter bunker gear cleaning, repairs, and inspection services for Seminole County; and



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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.



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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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

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

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

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

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

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:



Combined Single Limit	\$1,000,000.00
-----------------------	----------------

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

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.



Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

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

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

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

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


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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

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

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

Section 26. Governing Law, Jurisdiction, and Venue.  The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

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

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Fire-Dex GW, LLC
780 S. Progress Drive
Medina, OH 44256

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

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

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

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

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

FIRE-DEX GW, LLC

Witness

Print Name

Witness

Print Name

By: _____
WILLIAM BURKE, Manager

Date: _____



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

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By:_____

TAMMY ROBERTS,
Procurement Administrator

Date:_____

Within the authority delegated by the County
Manager pursuant to Section 3.554,
Seminole County Administrative Code.

County Attorney

GLK

10/19/22 12/15/22

T:\Users\Legal Secretary CSB\Purchasing 2022\IFB-604457 (Fire Dex).docx



Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance

Term Contract for Seminole County Firefighter
Bunker Gear Cleaning, Repairs, and Inspection
(IFB-604457-22/TKH)
Page 22 of 22

Exhibit A – Scope of Services

IFB-604457-22/TKH

Term Contract for Seminole County Bunker Gear Cleaning, Repairs, and Inspection

Approximate sets of Gear to be cleaned annually: 1,200

Required Services:

NFPA Compliance

All advanced cleanings and advanced inspections will meet or exceed the current NFPA 1851 standard: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Asset Tracking

Vendor must supply a web-based service or application that allows departments to have trained department staff perform advanced cleanings and advanced inspections with online-help menus per NFPA 1851. Customer must have a dedicated web-based system or database that will allow firefighters and administrative personnel to obtain service records of gear and elements, print reports on serviced garments and also generate exception reports on, included but not limited to, gear coming near to their due date or past due for advanced cleanings and advanced inspections.

The web-based service or application also allows designated personnel the ability to add garments into the system, automatically assigning them new asset tracking numbers. System will also track retired garments.

Turn-around Time

Vendor must be able to perform 1 advanced cleaning and 1 advanced inspection on each piece of gear with a maximum 2-week (14 calendar days) turn-around time from day gear is picked up. Exception would be if the department approved a major repair that is needed on said piece of gear.

Vendor must be able to process a minimum of 100 sets of bunker gear within a 2-week (14 calendar days) time frame.

Optional Services to be quoted:

Mobile Cleaning Unit

Provide a verified mobile cleaning unit capable of conducting advanced cleanings and advanced inspections meeting or exceeding the current NFPA 1851 standard.

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
 MUST REFER TO THIS ORDER NUMBER

**S
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ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
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R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656

**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
 ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

26,384.00

PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

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

Rev. 10/2021

IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection
Fire Dex GW LLC

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	1	Set	Cleaning - Coat and Pant	\$30.00	\$30.00
2	1	Set	Mobile Unit Cleaning - Coat and Pant	\$20.00	\$20.00
3	1	Set	Advanced Coat and Pant Inspection	\$30.00	\$30.00
4	1	Ea	Replace Storm Coat Shell Flap-Hook	\$25.00	\$25.00
5	1	Ea	Replace Take-up Coat Shell Buckle	\$10.00	\$10.00
6	1	Ea	Replace Throat Coat Shell Closure Hook or Loop	\$0.01	\$0.01
7	1	Ea	Replace Name Coat Shell Patch-Blank attached with Hook & Loop	\$0.01	\$0.01
8	1	Ea	Replace Name Coat Shell Patch-Blank Sewn On	\$3.50	\$3.50
9	1	Ea	Replace Reflective Coat Shell Letter on Name Patch	\$3.50	\$3.50
10	1	Ea	Replace Reflective Coat Shell Letter on Shell	\$4.25	\$4.25
			Replace Reflective Coat Shell Trim-One Band Coat on Coat (Pleated Back and Standard)	\$50.00	\$50.00
11	1	Ea	Replace Reflective Coat Shell Trim-Vertical Band	\$30.00	\$30.00
12	1	Ea	Re-pressing the existing seam tape	\$10.00	\$10.00
13	1	Ea	Replace Hook or Coat Liner Loop on Collar	\$3.50	\$3.50
14	1	Ea	Replace Fly-Hook Pant Shell	\$27.50	\$27.50
15	1	Ea	Replace Pocket Pant Shell	\$0.01	\$0.01
16	1	Ea	Replace Reflective Pant Shell Trim-One Band on Leg	\$0.01	\$0.01
17	1	Ea	Replace Reflective Pant Shell Trim-Vertical Band	\$0.01	\$0.01
18	1	Ea	Replace Zipper Pant Shell	\$28.00	\$28.00
19	1	Ea	Replace Misc. Hole Coat/Pants Tear Large	\$25.00	\$25.00
20	1	Ea	Replace Misc. Hook Coat/Pants/Loop up to 12"	\$0.01	\$0.01
21	1	Ea	Replace Misc. Hook Coat/Pants/Loop up to 2x2	\$10.00	\$10.00
22	1	Ea	Replace Small Coat/Pants Hardware (rivets, snaps, grommet) EACH	\$4.50	\$4.50
23	1	Ea	Heat Seal Coat/Pant per 12"	\$10.50	\$10.50
24	1	Ea	Velcro Hem Coat	\$3.50	\$3.50
25	1	Ea	Velcro Name Panel	\$10.50	\$10.50
26	1	Ea	Removal of Existing Items from Gear	\$2.50	\$2.50
27	1	Ea	Replace Knee Pant Shell Pad Fly-Hook	\$0.01	\$0.01
28	1	Ea	Replace Misc. Hole Coat/Pants/Tear Large up to 3x3	\$0.01	\$0.01
29	1	Ea	Replace the seam tape for the Coat	\$0.01	\$0.01
30	1	Ea	Replace Suspender Pant Shell Button	\$0.01	\$0.01
31	1	Ea	Repair Collar Coat Shell	\$0.01	\$0.01
32	1	Ea	Repair Flashlight Coat Shell Strap with Velcro	\$3.50	\$3.50
33	1	Ea	Replace Hanging Coat Shell Hook	\$5.00	\$5.00
34	1	Ea	Repair Shoulder Coat Shell Pad Sewed In	\$0.01	\$0.01
35	1	Ea	Replace Storm Coat Shell Flap Loop	\$0.01	\$0.01
36	1	Ea	Replace Storm Coat Shell Flap Zipper	\$30.00	\$30.00
37	1	Ea	Replace Take-Up Coat Shell Strap	\$7.00	\$7.00
38	1	Ea	Replace Pocket Coat Shell Bellows (Full)	\$0.01	\$0.01
39	1	Ea	Replace Pocket Coat Shell Bellows (Semi)	\$0.01	\$0.01
40	1	Ea	Replace Entire Coat Sleeve Shell	\$0.01	\$0.01
41	1	Ea	Replace Cuff Coat Shell	\$20.00	\$20.00
42	1	Ea	Replace Cuff Coat Shell with Hook, Loop and Snap	\$0.01	\$0.01
43	1	Ea	Replace Elbow Pad Coat Shell External	\$0.01	\$0.01
44	1	Ea	Replace Elbows Coat Shell Pad Sewn In	\$0.01	\$0.01
45	1	Ea	Replace Waterwell Coat Shell Only	\$0.01	\$0.01
46	1	Ea	Replace Waterwell Coat Shell with Wristlet	\$25.00	\$25.00
47	1	Ea	Replace Wristlet Coat Shell Only	\$20.00	\$20.00
48	1	Ea	Refl. Trim-Remove Coat Shell & Replace Hardware	\$0.01	\$0.01
49	1	Ea	Refl. Trim-Remove Coat Shell and Replace Pocket	\$0.01	\$0.01
50	1	Ea	Attach Refl. Coat Shell Patch	\$0.01	\$0.01
51	1	Ea	Replace Refl. Coat Shell Trim-Over Pocket	\$25.00	\$25.00
52	1	Ea	Replace Refl. Coat Shell Trim-Over Storm Flap	\$20.00	\$20.00
53	1	Ea	Replace Zipper Coat Liner	\$0.01	\$0.01
54	1	Ea	Heat Seal Waterwell Coat Liner in Sleeve	\$0.01	\$0.01
55	1	Ea	Replace Hook or Coat Liner on Cuff	\$0.01	\$0.01
56	1	Ea	Replace Waterwell Coat Liner Only	\$0.01	\$0.01
57	1	Ea	Replace Waterwell Coat Liner with Wristlet	\$0.01	\$0.01
58	1	Ea	Replace Wristlet Coat Liner Only	\$0.01	\$0.01
59	1	Ea	Fly D Ring Pant Shell	\$2.00	\$2.00
60	1	Ea	Replace Wristlet Pant Shell Only	\$0.01	\$0.01
61	1	Ea	Replace Take-up Pant Shell Strap	\$7.00	\$7.00
62	1	Ea	Replace Cuff Pant Shell	\$20.00	\$20.00
63	1	Ea	Replace Knee Pant Pad Padded	\$0.01	\$0.01
64	1	Ea	Replace Pant Shell Pad Sewn In	\$40.00	\$40.00
65	1	Ea	Replace Pocket Flat Coat/Pants Only	\$0.01	\$0.01
66	1	Ea	Replace Pocket Coat/Pants Neoprene Liner Only	\$0.01	\$0.01
67	1	Ea	Replace Pocket Coat/Pants Reinforcement	\$0.01	\$0.01
68	1	Ea	Replace Snap Coat/Pants with Liner Attachment Strap In Sleeve/Leg	\$5.00	\$5.00
69	1	Ea	Replace Binding Coat/Pants per 12"	\$10.00	\$10.00
70	1	Ea	Microphone Tabs in Collar	\$8.00	\$8.00
71	1	Ea	Misc. Sewing per 15 Minutes	\$25.00	\$25.00
72			Total		\$614.59

Agreement Name: Term Contract for Seminole County Bunker Gear Cleaning, Repairs, & Inspection

Agreement Number: IFB-604457-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604457-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

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

STATE OF _____

COUNTY OF _____

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

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



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7485

Title:

Expenditure Approval Lists dated November 22, 29, and December 13, 2022; Payroll Approval Lists dated November 23 and December 8, 2022; and the BCC Official Minutes dated October 25 and November 15, 2022. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, CGFO, and CFE, Director

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Staff Recommendation:

Approve Expenditure Approval Lists dated November 22, 29, and December 13, 2022; Payroll Approval Lists dated November 23 and December 8, 2022; and the BCC Official Minutes dated October 25 and November 15, 2022.

**CLERK AND COMPTROLLER'S
REPORT and BRIEFING
January 10, 2023**

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated November 22, 29, and December 13, 2022;
and Payroll Approval Lists dated November 23 and December 8, 2022.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated October 25 and November 15, 2022.

B. RECEIVED AND FILED LISTING (For Information Only)

1	Amdmt #1 to W.O. #10 to PS-9742-14/Jacobs Engineering Group
2	Amdmt #1 to W.O. #15 to PS-1709-18/Wood Environmental & Infrastructure Solutions
3	Amdmt #1 to W.O. #3 to PS-2483-19/Ayres Associates
4	Amdmt #1 to W.O. #3 to RFP-9948-14/Jacobs Engineering Group
5	Amdmt #1 to W.O. #30 to PS-1522-17/Tierra
6	Amdmt #1 to W.O. #32 to PS-1998-18/RES dba E Sciences
7	Amdmt #1 to W.O. #39 to PS-1998-18/E Sciences
8	Amdmt #1 to W.O. #47 to PS-1832-18/England-Thims & Miller
9	Amdmt #1 to W.O. #54 to PS-1320-17/Southeastern Surveying and Mapping Corp.
10	Amdmt #1 to W.O. #54 to PS-1822-18/CPH
11	Amdmt #1 to W.O. #58 to PS-1832-18/CDM Smith
12	Amdmt #1 to W.O. #9 to PS-1802-18/Kittelson & Associates
13	Amdmt #11 to M-2599-19/C.T. Hsu & Assoc.
14	Amdmt #11 to W.O. #3 to PS-8827-13 /Metric Engineering
15	Amdmt #12 to W.O. #2 to PS-0426-16/England-Thims & Miller
16	Amdmt #2 to W.O. #1 to PS-3698-21/Atkins North America
17	Amdmt #2 to W.O. #15 to PS-2468-19/S&ME, Inc.
18	Amdmt #2 to W.O. #18 to PS-1709-18/Wood Environment & Infrastructure Solutions
19	Amdmt #2 to W.O. #3 to PS-2872-20/Ayres Associates
20	Amdmt #2 to W.O. #34 to PS-1320-17/Southeastern Surveying and Mapping Corp
21	Amdmt #2 to W.O. #4 to RFP-3750-21/McKim & Creed
22	Amdmt #2 to W.O. #52 to PS-1822-18/CPH, LLC
23	Amdmt #2 to W.O. #71 to PS-0009-15/Pegasus Engineering
24	Amdmt #3 to W.O. #15 to PS-1522-17/Tierra, Inc.
25	Amdmt #3 to W.O. #20 to PS-1998-18/Environmental Consulting & Technology
26	Amdmt #3 to W.O. #50 to PS-1822-18/CPH, LLC
27	Amdmt #3 to W.O. #8 to PS-2826-20/Atkins North America
28	Amdmt #4 to W.O. #19 to PS-1822-18/CDM Smith
29	Amdmt #4 to W.O. #26 to PS-1822-18/CHA Consultants
30	Amdmt #4 to W.O. #28 to PS-1320-17/Southeastern Surveying and Mapping Corp
31	Amdmt #5 to W.O. #2 to RFP-1932-18/Canin Associates

32	Audit of American Rescue Plan Act (ARPA) Emergency Rental Assistance - Part 2
33	Bill of Sale Accepting Potable and Reclaimed W&W/Red Ember Estates Ph 1/M/I Homes of Orlando
34	Bill of Sale for Off-Site Wasterwater System/O'Reilly's Auto Part/Vaquero Oviedo Partners, LP
35	Bond Release/Cash Maintenance Bond/\$2,371.10/Woodsprings Suites at Sanford
36	Bond Release/Maint Bond #0792508/\$37,012.00/Chapman Pines
37	Bond Release/Maint Bond #30096997/\$420,817.07/Rosecrest a/k/a Riverbend at Cameron Heights Village A/D.R. Horton
38	Bond Release/Maint Bond #30100755/\$242,574.89/Cameron Heights Village G/D.R. Horton
39	Bond Release/Maint Bond #30100756/\$195,292.82/Cameron Heights Village D/D.R. Horton
40	Bond Release/Maint Bond #7901035450/\$131,159.50/Cameron Heights Village J/D.R. Horton
41	Bond Release/Performance Bond #30091719/\$2,307,774.25/Riverbend at Cameron Heights Phase 2 /D.R. Horton
42	Bond Release/Performance Bond #30091740/\$1,178,093.82/Riverbend at Cameron Heights Phase 3/D.R. Horton
43	Bond Release/Performance Bond #K15395965/\$67,434.61/Alta Cypress ROW/Alta Cypress, LLC
44	C.O. #3 to CC-3438-20/Young's Communication (Y-COM)
45	C.O. #3 to CC-3883-21/U.S. Veteran Contractor LLC
46	C.O. #3 to W.O. #39 to RFP-1294-17/M&J Enterprises International
47	CC-4544-22 Construction Services Agrmt/Carr & Collier
48	CDBG Program Subrecipient Agrmt PY 22-23/Seniors First (As approved by the BCC as part of the one-year action plan on July 26, 2022)
49	CDBG Program Subrecipient Agrmt PY 22-23/The Kathleen Anderson Comprehensive Work Center dba Inspire of Central Florida (As approved by the BCC as part of the one-year action plan on July 26, 2022)
50	CDBG Subrecipient Agrmt PY 22-23/Impower, Inc. (As approved by the BCC as part of the one-year action plan on July 26, 2022)
51	Certificates of No Recall/SOKC, LLC and Penn Sanford, LLC
52	Conditional Utility Agrmt for Water, Wastewater, or Reclaimed Water Services/K2 Candace DR LLC
53	Copy of City of Casselberry Resolution 22-3336-A/Addition of Property to the Casselberry CRA
54	CORRECTED Amdmt #2 to W.O. #1 to PS-3968-21/Atkins North America
55	DCA #22-06000014 Oviedo Veterinary Care & Emergency LLC
56	DCA #22-20500007 Celery-Cameron/American Seminole County Investments LLC
57	ESG Subrecipient Agrmt PY 22-23/Seminole County Victim's Rights Coalition (Safehouse) (As approved by the BCC as part of the one-year action plan on July 26, 2022)
58	Executive Order #2022-022 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
59	Executive Order #2022-023 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
60	Executive Order #2022-024 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
61	Executive Order #2022-025 Extending Declared Local State of Emergency (Hurricane Ian and Hurricane Nicole)
62	Executive Order #2022-026 Rescinding the No Wake Zone for All of Seminole County Including in all Roadways
63	Executive Order #2022-027 Rescinding Emergency Executive Order #2022-09 Prohibiting Price Gouging
64	Fifth Amdmt to IFB-603311-18/Convergint Technologies
65	First Amdmt to IFB-604150-21/Atlantic Pipe Services
66	First Amdmt to IFB-604386-22 Nils Humberg Enterprises dba Ace Flow Control
67	First Amdmt to RFP-602894-17/Konica Minolta Business Solutions USA

68	First Amdmt to RFP-604127-21/Plante & Moran PLLC
69	Fourth Amdmt to IFB-603941-20/Ameriscapes Landscape Management Services
70	FPSC Order #PSC-2022-0407-CO-GU Issued 11/29/22
71	FPSC Order #PSC-2022-0417-CO-GU Issued 12/12/22
72	FPSC Order #PSC-2022-0425-TRF-EI Issued 12/14/22
73	FPSC Order #PSC-2022-0426-TRF-EI Issued 12/14/22
74	Maint Bond #800143957/\$3,802.15/O'Reilly's Auto Parts Store Oviedo/Vaquero Oviedo Partners, LP
75	Maint Bond #CMS0348910/\$109,026.28/M/I Homes of Orlando/Red Ember Estates Ph 1
76	Maintenance Bond #2333193/\$52,646.10/Legacy Pointe/CCRC Development Corp
77	Parks Contract for Services/Rayshawn Sterrett
78	REVISED Amdmt #2 to W.O. #15 to PS-2468-19/S&ME, Inc.
79	ROW Warranty Deed/Oviedo Veterinary Care and Emergency LLC
80	Second Amdmt to IFB-603276-18/Allied Universal Corp.
81	Second Amdmt to IFB-603429-19/Cubic ITS
82	Second Amdmt to IFB-603564-19/Convergint Technologies
83	Tourist Tax Funding Agrmt/3 Step Sports/NFHCA Winter Escape Showcase
84	Tourist Tax Funding Agrmt/Collegiate Exposure Camps, LLC/Collegiate Exposure Camp at Red Bug Lake Park
85	Tourist Tax Funding Agrmt/Florida Diamond Sports Management/Bash 4 Cash Select Super Nit
86	Vesting Certificate #22-01800002/Net Buildable Acres/3000 Celery Sanford LLC (Owner)
87	W.O. #15 to CC-3563-21/Cathcart Construction
88	W.O. #16 to CC-3563-21/Southland Construction
89	W.O. #17 to CC-3563-21/Central Florida Environmental Corp.
90	W.O. #3 to RFP-3722-21/The Colinas Group
91	W.O. #33 to PS-1522-17/Professional Service Industries (PSI)
92	W.O. #34 to PS-1522-17/Tierra, Inc.
93	W.O. #41 to PS-1998-18/Environmental Science Associates Corp
94	W.O. #64 to PS-1822-18/AECOM Technical Services
95	W.O. #68 to PS-1822-18/CDM Smith
96	W.O. #7 to PS-4223-22/KMA Design Group
97	W.O. #70 to PS-1832-18/CDM Smith
98	W.O. #71 to PS-1832-18/CDM Smith
99	W.O. #8 to PS-4223-22/KMA Design Group
100	W.O.s #23 and #24 to PS-1529-17/Iteris

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 11/16/22 Through 11/22/22

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,184,392.62
00103	NATURAL LAND ENDOWMENT FUND	206.00
00110	ADULT DRUG COURT GRANT FUND	500.00
00111	TECHNOLOGY REPLACEMENT FUND	9,406.40
00112	MAJOR PROJECTS FUND	86,111.54
00127	COUNTY OF SEMINOLE SUPV ELECTN	134,758.18
10101	TRANSPORTATION TRUST FUND	31,666.21
10103	SUNRAIL OPERATIONS	14,181.09
10400	BUILDING PROGRAM	1,063.00
11000	TOURISM PARKS 1,2,3 CENT FUND	18,216.21
11001	TOURISM SPORTS 4 & 6 CENT FUND	1,600.00
11200	FIRE PROTECTION FUND	341,470.97
11400	COURT SUPP TECH FEE (ARTV)	22,229.65
11500	1991 INFRASTRUCTURE SALES TAX	7,565.42
11541	2001 INFRASTRUCTURE SALES TAX	81,121.30
11560	2014 INFRASTRUCTURE SALES TAX	1,391,027.13
11641	PUBLIC WORKS-INTERLOCAL AGREEM	934.58
11901	COMMUNITY DEVELOPMEN BLK GRANT	3,814.91
11902	HOME PROGRAM GRANT	708.33
11905	COMMUNITY SVC BLOCK GRANT	500.00
11908	DISASTER PREPAREDNESS	5,291.93
11915	PUBLIC SAFETY GRANTS (FEDERAL)	312,121.66
11916	PUBLIC WORKS GRANTS	71,497.15
11919	COMMUNITY SVC GRANTS	2,363.53
11920	NEIGHBOR STABIL PROGRAM GRANT	453.33
11931	HOMELESSNESS GRANTS	238.00
11936	FEDERAL EMER RENTAL ASSISTANCE	3,625.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA	64,598.75
12023	SHIP AFFORDABLE HOUSING 22/23	3,356.82
12500	EMERGENCY 911 FUND	24,632.08
12604	EAST COLLECT IMPACT FEE (EXP)	14,002.50
15000	MSBU STREET LIGHTING	104.24
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16007	MSBU AMORY (LM/AWC)	85.00
16020	MSBU HORSESHOE (LM/AWC)	275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	222.14
16024	MSBU LAKE OF THE WOODS(LM/AWC)	200.00
16026	MSBU SPRING (LM/AWC)	880.12
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	289.83

16030	MSBU SWEETWATER COVE (LM/AWC)	547.08
16031	MSBU LAKE ASHER AWC	209.54
16035	MSBU BUTTONWOOD POND (LM/AWC)	45.12
16036	MSBU HOWELL LAKE (LM/AWC)	500.00
16037	MSBU LK LINDEN (LM/AWC)	184.95
16073	MSBU SYLVAN LAKE (AWC)	1,319.02
16080	MSBU E CRYSTAL CHAIN OF LAKES	672.80
32300	FIVE POINTS DEVELOPMENT FUND	115,986.99
40100	WATER AND SEWER FUND	207,303.43
40108	WATER & SEWER CAPITAL IMPROVEM	80,855.60
40201	SOLID WASTE FUND	605,752.38
50100	PROPERTY/CASUALTY INSURANCE FU	25,283.48
50300	HEALTH INSURANCE FUND	108,628.89
TOTAL REPORT		<u>\$ 4,983,254.90</u>

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
NOVEMBER 22, 2022**

CHECK SEQUENCE: CK #937807 - 938860

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA
THIS 10TH DAY OF JANUARY, 2023.**

Chairman

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 11/23/22 Through 11/29/22

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 1,841,001.51
00103	NATURAL LAND ENDOWMENT FUND	285.08
00110	ADULT DRUG COURT GRANT FUND	900.00
00112	MAJOR PROJECTS FUND	10,241.60
00127	COUNTY OF SEMINOLE SUPV ELECTN	83,029.50
10101	TRANSPORTATION TRUST FUND	18,374.38
11000	TOURISM PARKS 1,2,3 CENT FUND	325,000.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	9,580.00
11200	FIRE PROTECTION FUND	26,554.01
11400	COURT SUPP TECH FEE (ARTV)	80,669.50
11560	2014 INFRASTRUCTURE SALES TAX	270,679.20
11919	COMMUNITY SVC GRANTS	150.00
11936	FEDERAL EMER RENTAL ASSISTANCE	8,772.40
11937	AMERICAN RESCUE PLN-SLFRF ARPA	4,258.84
12022	SHIP AFFORDABLE HOUSING 21/22	165.50
12023	SHIP AFFORDABLE HOUSING 22/23	300.00
12500	EMERGENCY 911 FUND	1,555.70
13100	ECONOMIC DEVELOPMENT	2,500.00
15000	MSBU STREET LIGHTING	8,373.98
40100	WATER AND SEWER FUND	136,250.98
40108	WATER & SEWER CAPITAL IMPROVEM	172,610.51
40201	SOLID WASTE FUND	113,784.50
40301	WEKIVA GOLF COURSE FUND	5,000.00
50100	PROPERTY/CASUALTY INSURANCE FU	41,534.56
50300	HEALTH INSURANCE FUND	179,055.76
60308	ADULT DRUG COURT	249.16
TOTAL REPORT		<u>\$ 3,340,876.67</u>

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
NOVEMBER 29, 2022**

CHECK SEQUENCE: CK #938861 - 939079

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 10th DAY
OF JANURY 2023.**

Chairman

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 12/7/22 Through 12/13/22

<u>FUND</u>	<u>FUND TITLE</u>	<u>AMOUNT</u>
00100	GENERAL FUND	\$ 7,007,573.47
00103	NATURAL LAND ENDOWMENT FUND	368.12
00109	FLEET REPLACEMENT FUND	90,396.25
00110	ADULT DRUG COURT GRANT FUND	950.00
00112	MAJOR PROJECTS FUND	317,694.20
00127	COUNTY OF SEMINOLE SUPV ELECTN	1,865.13
10101	TRANSPORTATION TRUST FUND	217,131.90
10400	BUILDING PROGRAM	1,405.00
11000	TOURISM PARKS 1,2,3 CENT FUND	22,369.60
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,881.11
11200	FIRE PROTECTION FUND	398,953.29
11400	COURT SUPP TECH FEE (ARTV)	7,932.20
11541	2001 INFRASTRUCTURE SALES TAX	210,206.38
11560	2014 INFRASTRUCTURE SALES TAX	397,572.57
11904	EMERGENCY SHELTER GRANTS	4,045.24
11908	DISASTER PREPAREDNESS	1,019.85
11916	PUBLIC WORKS GRANTS	12,393.97
11919	COMMUNITY SVC GRANTS	45,391.05
11931	HOMELESSNESS GRANTS	29.54
11936	FEDERAL EMER RENTAL ASSISTANCE	145,315.62
11937	AMERICAN RESCUE PLN-SLFRF ARPA	81,159.48
12021	SHIP AFFORDABLE HOUSING 20/21	77,496.92
12022	SHIP AFFORDABLE HOUSING 21/22	106,626.00
12023	SHIP AFFORDABLE HOUSING 22/23	110.95
12500	EMERGENCY 911 FUND	12,087.01
12601	ARTERIAL IMPACT FEE (12-31-21)	2,500.00
12604	EAST COLLECT IMPACT FEE (EXP)	16,883.00
13100	ECONOMIC DEVELOPMENT	6,193.39
15000	MSBU STREET LIGHTING	84,963.47
15100	MSBU RESIDENTIAL SOLID WASTE	91,141.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	1,637.79
16080	MSBU E CRYSTAL CHAIN OF LAKES	341.09
32300	FIVE POINTS DEVELOPMENT FUND	3,271,935.41
40100	WATER AND SEWER FUND	125,802.68
40108	WATER & SEWER CAPITAL IMPROVEM	79,228.19
40201	SOLID WASTE FUND	3,177,293.06
50100	PROPERTY/CASUALTY INSURANCE FU	13,214.12
50200	WORKERS COMPENSATION FUND	11,333.34
50300	HEALTH INSURANCE FUND	62,043.24
60308	ADULT DRUG COURT	237.06
TOTAL REPORT		<u>\$ 16,107,721.69</u>

**COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
DECEMBER 13, 2022**

CHECK SEQUENCE: CK #939851 - 940160

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 10th DAY
OF JANUARY 2023.**

Chairman

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 11/23/2022
Biweekly Payroll Ending: 11/19/2022

Check Numbers: **161133-161412**
Voided Check Number: 161154-161381

Net Expenditure Total: **\$3,294,979.27**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,
this 10th day of January 2023.

Chairman

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 12/08/2022
Biweekly Payroll Ending: 12/03/2022

Check Numbers: **161413-161661**

Voided Check Number:

Net Expenditure Total: **\$3,360,726.98**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 10th day of January 2023.

Chairman



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7488

Title:

Presentation - Legislative Priorities 2023 (**Tricia Johnson, Deputy County Manager**)

Division:

County Manager Office - Business Office

Authorized By:

Tricia Johnson

Contact/Phone Number:

407-665-7224

Backup to follow under separate cover.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7297

Title:

Land Development Code Update - Staff briefing to re-review specific topics for proposed amendments to the Land Development Code as well as provide a full copy of the proposed amendments for the Board's review and comment. **(Rebecca Hammock, Development Services Director)**

Division:

Development Services - Planning and Development

Authorized By:

Bryant A. Applegate, Interim County Manager

Contact/Phone Number:

Rebecca Hammock/407-665-7396

Background:

The Planning & Development Staff have been working with the County's Code consultant, Canin Associates, developing revisions to the Seminole County Land Development Code (SCLDC). Staff and the County's Consultant briefed the Board of County Commissioners on the proposed amendments on October 11, 2022. At that meeting staff discussed specific topics that needed further discussion and policy direction from the Board. The Board requested individual briefings on these topics.

These briefings have been held with each of the Commissioners and proposed amendments based on Commission input are attached to this agenda item for review and discussion.

The purpose of this work session is to provide the Board of County Commissioners an opportunity to re-review and discuss these specific topics: accessory structures; historic trees; the definition of kennel; backyard chickens; and wetlands as open space. Further direction is needed from the Board regarding several of the subjects: wetlands as open space, definition of kennel, backyard chickens and the size limitation for accessory

structures.

In addition, the full draft of the proposed amendments is also being provided to the Board for its review and comment prior to bringing forth the agenda item with proposed Ordinances for public hearing. Concurrent Comprehensive Plan Amendments are also being proposed to implement some of the proposed Land Development Code Amendments. These are also being provided for your review and comment.

These draft amendments are subject to change based on feedback and direction from the Board of County Commissioners.



**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
LAND DEVELOPMENT CODE
STAFF BRIEFING
JANUARY 10, 2023**



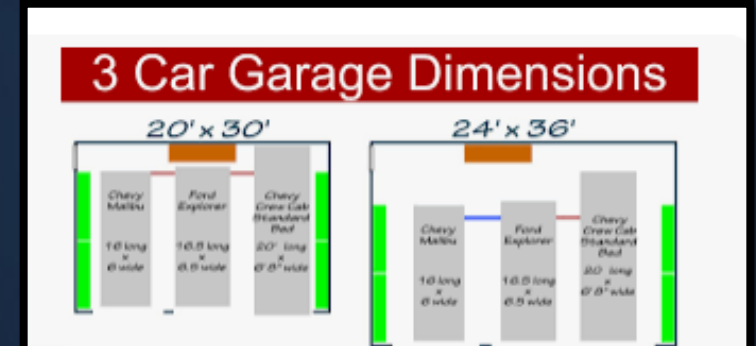
Issue: Accessory Structures

- **Proposed Amendments to Sec. 30.1345. - Accessory buildings and uses in residential areas.**
- Accessory Structures shall not be larger than the principal building in terms of mass, size and height.
- An accessory building or structure greater than 200 square feet and 12 ft. in height shall comply with the following architectural standards: the exterior and roof (if any) shall be comprised of materials commonly use throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof.
- The size limitation of accessory buildings or structures, when secondary to single family residential uses, is further limited as follows: Each detached accessory building or structure shall not exceed 600 square feet or 50 percent of the living area of the principal building, whichever is **greater (or less?)**.



Issue: Accessory Structures

- Average House Size in Seminole County: ~ 2000 sq.ft.
- 50% = 1000 sq. ft.
- Multiple accessory structures add impervious area and impact stormwater systems
- Size of 3 car garage approx. 700 sq. ft.
- **Regulatory Options:**
 - Limit accessory structures by size; and or
 - Establish a maximum impervious percentage based on zoning designation.





Issue: Accessory Structures

- Limit Accessory Structures by Impervious Area instead of square feet or both?

Example of
Max Impervious
Coverage for
Accessory Dwelling
Units
(adopted in current
code)

(C) Impervious coverage for any lot or parcel wherein an ADU is constructed shall not exceed the following limits:

EXPAND

Zoning District	Maximum Impervious Coverage*
RC-1, A-1	30%
R-1BB	65%
R-1B	60%
R-1	50%
R-1A	40%
R-1AA	40%
R-1AAA	40%
R-1AAAA	30%
PD	**

*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments).

**The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.



Issue: Kennels

- Update Kennel Definition to be consistent with Animal Services' Definitions in Chapter 20 of the Seminole County Code.
- Local Governments may enact laws that restrict the number and types of animals a person may own. This is done to protect property owners from nuisances (unlawful interference with the use and enjoyment of a person's land), such as unpleasant odors and noise made by animals.

Current Definition

Kennel: A place where dogs and other small animals and house pets are kept, sheltered, boarded, bred, or groomed for compensation.



Issue: Kennels

Proposed Definition

Kennel, commercial: Any premises or structure wherein any person engages in housing or boarding of more than six (6) dogs and/or eight (8) cats. Commercial kennels used for the purpose of buying, selling or breeding of dogs and cats is prohibited. **This term does not include fosters/service dog trainers for 501c3 animal rescue organizations and service dog organizations, or animal rescue organizations as identified in F.S. § 828.03 who are in the process of re-homing dogs and cats.** If the number of animals being housed by these organizations exceeds the maximum threshold defined herein, **accessory structures housing animals must be setback 150 feet from rights-of-ways and neighboring property lines, and** are regulated by Chapter 20 Animals and Fowl, Seminole County Code, which requires a Kennel Certificate and annual inspection by Animal Services.



Issue: Kennels

Policy Questions:

- Should the number of dogs and cats be limited per household/Residence?
- Should 501c3 animal rescue organizations and service dog organizations be exempted from Commercial Kennel definition regulation?
- Vesting- If definition is changed, should code language allow for vesting? For example, if the animal(s) owner can show that he owned a certain number or type of animals before the new kennel definition was enacted, then his situation could be considered a prior non-conforming use. Otherwise, once an ordinance is enacted that changes a once lawful activity into an unlawful use, the prior lawful use must stop, or the animal owner may be charged with a code violation.



Issue: Wetlands as Open Space

Current Code Regulations

- Sec. 30.1344 Open Space, Seminole County Land Development Code
- Conservation areas, defined for the purposes of this Section as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified.
- Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the Required open space.
- Applies to both residential and non-residential open space, where required.



Issue: Wetlands as Open Space

County Code Comparisons

- Most Adjacent Counties allow between 50% and 100% of conservation areas to count towards open space

County	Wetlands	Floodplains
Alachua	100% *	100%*
Brevard	50% -100%**	50%- 100%**
Lake	100%*	100%*
Orange	No more than 50% of total required	No more than 50% of total required
Osceola	No more than 50% of total required	No more than 50% of total required
Pinellas	100%*	100%*
Seminole	No more than 50% of total required	No more than 50% of total required
Volusia	100%*	100%*



Issue: Wetlands as Open Space

Code Amendment Option:

- Add Wetland Significance Criteria to determine percentage of wetlands that can count towards open space.
- Encourages preservation of valuable wetlands and encourages the creation of common useable open space such as neighborhood parks and tot lots.

Score for each criterion	Size (acres)	Connectedness to surface waters	Landscape diversity	Intactness	Uniqueness	Quality
3	50+	Major connection	3+ bordering plant communities	Undisturbed or recovered	Scarce	Undisturbed
2	10 – 50	Minor connection	2 bordering plant communities	Minor alterations	Uncommon	Minor alteration
1	0.5 – 10	Isolated	1 bordering plant community	Major alterations	Common	Major alteration



Issue: Open Space for Wetlands

- Add proportion of open space requirements that can be met through on-site wetland preservation based on wetland significance scores

Wetland significance	Open space allotment	With enhanced buffer
High Score (13-18)	Up to 50%	N/A
Moderate Score (8-12)	Up to 25%	Up to 35%
Low Score (6-7)	Up to 10%	Up to 20%

- Policy Question: Keep code language as currently written or create wetland significance criteria to determine what percentage of wetlands can count towards open space?



Issue: Historic Trees

■ Historic Trees:

Proposing Language that requires a certified arborist report and review by Natural Resource Officer for trees greater than 36" DBH, prior to determination of a historic tree.

Proposing language that allows the Natural Resource Officer to approve Historic and Specimen Tree designations and permits for necessary removal of Historic and Specimen trees. Decisions by the Natural Resources Officers can be appealed to Planning Manager or Development Services Director.





Issue: Backyard Chicken Program

- Update LDC to include backyard chickens as a limited use in the residential zoning classifications.
- Increased number of allowable chickens from 4 to 5.
- Increase height of coop from 8 ft to 12 ft.
- Increase maximum size of coop from 150 sq ft to 170 sq ft.





Questions & Direction

COMMERCIAL KENNELS

VOLUSIA Having a number of dogs and cats exceeding the limit for the parcel acreage in residential zoning districts must be accompanied by a special exception or a hobby breeder license issued by the county. There does not appear to be a distinction between commercial and noncommercial kennels in Volusia County and is instead regulated through the number of dogs and cats. A “kennel” is not listed as a permitted use in any zoning district but listed as a special exception use.

ORANGE Defines a kennel as an establishment where certain animals are kept for compensation, for any numerous reasons. Kennels require a license from the county. Noncommercial kennels cannot become a nuisance, such as emitting offensive noises. Commercial kennels are listed as a special exception or permitted use in certain zoning districts.

MARION Defines any keeping of 4 or more dogs or cats for compensation as a kennel, which is listed as a special use or permitted use in certain zoning districts. Commercial kennels (during operational hours) and animals on agricultural land are exempt from noise/nuisance regulations.

LAKE Noise and odor, number of animals, and setbacks are determined by a conditional use permit in the agricultural zoning district. If there are 5 or more dogs or cats, a 200ft setback from right-of-ways or neighboring property lines is required. Kennels are a conditional use in agricultural zoning and a permitted use in C2 (Community Commercial), CP (Planned Commercial), LM (Light Industrial), HM (Heavy Industrial), and MP (Planned Industrial) zoning districts.

SUMMARY

Each of the four counties had certain definitions for “kennel” and which types of establishments are considered a kennel. Volusia and Marion counties utilize a numerical value to define a kennel. These approaches were the easiest to comprehend when reviewing their codes. All counties appeared to exclude rescue organizations from the kennel definition.

SEMINOLE COUNTY

Commercial kennel: Any premises or structure of a business, breeder, or animal rescue organization used for housing, boarding, buying, selling, re-homing, or adopting of dogs and cats. This term does not include animal hospitals or beauty parlors unconnected with boarding.

Sec. 20.71. - Commercial license required. It is unlawful for any person owning or operating a commercial kennel within the County to fail to register such kennel with the Animal Control Official and obtain a license.

Kennel License: A license issued by the Animal Services Department to residences or entities engaged in Hobby Breeding, housing rescue animals, or maintaining dogs or cats that exceed the maximum threshold established in **Section 20.83(i)** of this Code, for the purpose of requiring annual inspections by Animal Services staff of such residences or entities to ensure quality standards of care for animals under Section 20.83.

Sec. 20.83. - Standards for care. (I) In all non-agriculturally zoned districts outside the rural boundary, **dogs are limited to no more than six (6) per residence and cats are limited to no more than eight (8) per residence.** A Kennel License is required for any household that exceeds this threshold.

Noncommercial kennel: Any premises or structure used to house dogs or cats of a hobby breeder other than inside one's home, and that is on the same property where the hobby breeder resides. This term includes premises that exceed the maximum threshold for dogs and cats in Section 20.83(i).

Sec. 20.77. - Noncommercial kennels. It shall be unlawful for the owner or operator of any noncommercial kennel to allow said kennel to become a nuisance or to emit such offensive odors or noises as shall disrupt the comfort, peace, quiet or repose of any person residing in the vicinity of said kennel. **CONFLICTS WITH SEC. 20.19**

Sec. 20.19. - Noisy animals. Properties with animals that are **zoned agricultural or permitted by the Building Division to have a commercial kennel building** are exempt from this Section 20.19.

VOLUSIA COUNTY

SUMMARY: To have a number of dogs and cats exceeding the limit for the parcel acreage in residential zoning districts must be accompanied by a special exception or a hobby breeder license issued by the county. There does not appear to be a distinction between commercial and noncommercial kennels in Volusia County and is instead regulated through the number of dogs and cats. A “kennel” is not listed as a permitted use in any zoning district but listed as a special exception use in the following districts:

MH-8 RURAL MOBILE HOME ESTATE
MH-4 RURAL MOBILE HOME
MH-3 RURAL MOBILE HOME
RA RURAL AGRICULTURAL ESTATE
RR RURAL RESIDENTIAL CLASSIFICATION
A-4 TRANSITIONAL AGRICULTURE
A-3 TRANSITIONAL AGRICULTURE
A-2 RURAL AGRICULTURE
A-1 PRIME AGRICULTURE
RC RESOURCE CORRIDOR
FR FORESTRY RESOURCE

Definitions.

Commercial animal establishment means any pet shop, animal grooming shop, flea market, department store, guard dog training facility, riding school, any type of kennel, cattery, or any other premises or property where animals are available for sale as a part or whole of a business concern.

Animal holding facility means a public or private animal shelter or humane organization designed to house abandoned or lost domestic animals in a safe and secure holding area for a prescribed period of time to allow owners an opportunity to reclaim their animal control.

Hobby breeder facility means kennels or catteries operated by a hobby breeder that conform to the standards set out in this Article.

Kennel or cattery means any premises where animals are kept for profit rather than enjoyment, by boarding, grooming, buying, training, selling, letting-for-hire, or offering of stud services. Animal hospitals maintained by a Florida licensed veterinarian, shelters operated by the Animal Services Division, or tax exempt animal care facilities shall not be considered kennels or catteries.

Sections.

Sec. 72-306. - Dogs and cats in residential areas.

- (a) Number limit. The boarding of dogs and cats over six months of age shall be allowed on a premises within the FR, RC, A-1 through A-4, RR, RA, RE, R-1 through R-9, MH-1 through MH-8, Osteen, SWC, SWR, and PUD zoning classifications but shall not exceed the following total combined number:

Lots of one acre or less in size: Five.

Lots greater than one acre but less than five acres in size: Eight.

Lots five acres or greater in size: 12.

- (b) Exceeding number limits by special exception. The number limits established in subsection (a) may be exceeded if approved by the council as a special exception in accordance with subsection 72-293(25).
- (c) (c)Exemption; pets of temporary guests. Dogs or cats belonging to a guest residing at a dwelling for 30 or fewer days in any calendar year shall not be included in the application of the number limits in subsection (a) when said dogs or cats do not exceed a combined total of four.
- (d) (d)Application to hobby breeders. Any hobby breeder with a valid hobby breeder license issued by the county may exceed the applicable number limits established in subsection 14-56(3) or subsection (a) of this section, whichever is greater, upon obtaining approval by the council as a special exception for a kennel or animal shelter in accordance with subsection 72-293(25).

Sec. 14-49. - Nuisance animals. This Subsection shall not apply to animals maintained on land zoned for agricultural purposes, nor shall it apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other animal facility. REST OF SECTION OMITTED.

ORANGE COUNTY

SUMMARY: Defines a kennel as an establishment where certain animals are kept for compensation, for any numerous reasons. Kennels require a license from the county. Noncommercial kennels cannot become a nuisance, such as emitting offensive noises. Commercial kennels are listed as a special exception or permitted use in certain zoning districts.

Definitions.

Kennel shall mean any building, lot, structure or premises wherein animals, excluding livestock and exotic animals regulated by the Florida Game and Freshwater Fish Commission, are kept for sale, breeding, boarding, buying, letting for hire, or training for a fee. The following are specifically excluded from this definition of kennel:

- (1) Pet shops,
- (2) Animal or pet hospitals,
- (3) Pet beauty parlors,
- (4) Breeding at a residence of two (2) or less litters per calendar year, provided that no more than twenty (20) animals are kept/housed/confined at the residence at any one time,
- (5) Veterinarian facilities
- (6) Keeping/housing/confining of twenty (20) or fewer animals at a residence at any one time for noncommercial purposes only.

Commercial kennel or pet dealer shall mean any premises used for a business requiring an occupational license wherein any person engages in boarding, breeding, buying, letting for hire or training dogs or cats for a fee. County-operated animal services agencies, veterinary clinics, animal hospitals, noncommercial kennels, and societies for the prevention of cruelty to animals (as identified in F.S. § 828.03) are exempt from this definition.

Noncommercial kennel shall mean any premises used primarily as the domicile of an animal owner, on which premises said owner breeds purebred or nonpurebred animals for personal recreational use; provided that where said animals are offered for sale, sold or exchanged for profit, **said sales shall comprise no more than twenty-five (25) percent of said owner's income.**

Animal rescue organization shall mean a not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of dogs or cats into permanent homes and that does not breed animals nor obtain animals in exchange for payment or compensation from any person that breeds or brokers animals.

Animal shelter shall mean the local animal control authority, public animal shelter, or private animal shelter maintained by or under contract with the county or municipality, devoted to the rescue, care, and adoption of stray or abandoned or unwanted animals; or any brick and mortar animal shelter whose primary mission is to find permanent homes or recues for sterilized, unwanted and homeless pets.

Sections.

Sec. 5-40. - Commercial kennel and pet dealer registration. It shall be unlawful for a commercial kennel or pet dealer within the county to fail to register said kennel or pet dealer with the animal services

division. Noncommercial kennels shall be exempt from the registration requirements of this article; provided, it shall be unlawful for the owner or operator of any noncommercial kennel to allow said kennel to become a nuisance or to emit such offensive odors or noises as to disrupt the comfort, peace, quiet or repose of any person residing in the vicinity of said kennel. REST OF SECTION OMITTED.

Special use or Permitted in

Commercial kennels:

S --- A-1, A-2

P --- C-2, C-3, I-1, I-2, I-3, I-4, I-5, Conditions *

Animal shelters, boarding kennels, animal pounds, training of animals, **with no outdoor** runs or outdoor compounds:

S --- A-1, A-2

P --- C-2, C-3, I-1, I-2, I-3, I-4, I-5

Animal shelters, boarding kennels, animal compounds, training of animals, **with outdoor** runs or outdoor compounds

S --- A-1, A-2, C-2

P --- C-3, I-1, I-2, I-3, I-4, I-5

MARION COUNTY

SUMMARY: Defines any keeping of 4 or more dogs or cats for compensation as a kennel, which is listed as a special use or permitted use in certain zoning districts. Commercial kennels (during operational hours) and animals on agricultural land are exempt from noise/nuisance regulations.

Definitions.

Kennel. Any place or premises where four or more dogs or cats, over four months of age are groomed, bred, raised, boarded, or trained for compensation or income.

Large kennel shall mean any person or entity who owns, harbors or keeps more than fifteen (15) dogs or cats, in aggregate, at a property or structure, for any purpose, including, but not limited to, housing, boarding, breeding, training, show or exhibition, hunting, sale, rescue, adoption or personal pet or use. Large kennel does not include any property or structure where a Florida state licensed veterinarian practices and has a premises permit, as required by F.S. ch. 474, or any property or structure used as a veterinary hospital, medical research laboratory, pari-mutuel dog racing establishment, or any governmental agency, or to any boarding kennel operated in conjunction with any of the foregoing. Such definition shall not include the animal impoundment center or animal rescue organization, as defined.

Business kennel shall mean any establishment which offers or provides services for remuneration, including, but not limited to, boarding, care, grooming, breeding, stud services, or sale of offspring of adult dogs and cats. Business kennel does not include any property or structure where a Florida state licensed veterinarian practices and has a premises permit, as required by F.S. ch. 474, or any property or structure used as a veterinary hospital, medical research laboratory, pari-mutuel dog racing establishment, or any governmental agency, or to any boarding kennel operated in conjunction with any of the foregoing.

Sections.

Sec. 4-29. - Kennel licenses. (a) No person shall act as, perform duties of, or otherwise maintain a large kennel, business kennel, pet dealer, or breeder without first obtaining a kennel license from department of animal services. This shall not include any registered foster for Marion County Animal Services or an animal rescue organization as defined. No license shall be issued without written confirmation from the Marion County Zoning Division that the proposed location complies with the applicable zoning requirements. REST OF SECTION OMITTED.

Sec. 4-12. - Domestic animals creating a nuisance. (B) (2) The prohibition against barking habitually, or making other objectionable noises habitually shall not apply between the hours of 7:00 a.m. and 10:00 p.m. to commercial boarding kennels which are in compliance with the Marion County Land Development Code. (3) This subsection shall not apply to domestic animals on land zoned for agricultural purposes.

S --- A-1, A-2, A-3, B-4 (Regional Business), B-5 (Heavy Business), RC-1 (Rural Commercial) outside only,

P --- M-2

LAKE COUNTY

SUMMARY: Noise and odor, number of animals, and setbacks are determined by a conditional use permit in the agricultural zoning district. If there are 5 or more dogs or cats, a 200ft setback from right-of-ways or neighboring property lines is required. Kennels are a conditional use in agricultural zoning and a permitted use in C2 (Community Commercial), CP (Planned Commercial), LM (Light Industrial), HM (Heavy Industrial), and MP (Planned Industrial) zoning districts.

Definitions.

Animal establishment means any pet shop, grooming shop, flea market, auction, riding school or stable, boarding, Kennel, cattery, or any other premises or property where animals are kept as part or whole of a business concern.

Animal Rescue Organization means a humane society or not for profit corporation who operates a charitable organization under section 501(c)(3) of the Internal Revenue Code and whose mission includes the rescue, care, or adoption of animals, and which does not obtain animals from a breeder or broker for payment or compensation.

Kennel. Kennel or Cattery means any premises, operation, or business used for the boarding, breeding, training, buying, selling, grooming, or rearing of dogs or cats, or any other activity for remuneration. A premise used as an Animal Shelter or a premise owned or leased by the county or an Animal Rescue Organization is exempt from this definition.

Sections.

3.01.02.B.6 – Kennels are described as an agricultural use, “except in a veterinary clinic or hospital”

3.01.03 Schedule of permitted and conditional uses – Kennels are a conditional use in the A (agricultural) zoning district and a permitted use in C2 (Community Commercial), CP (Planned Commercial), LM (Light Industrial), HM (Heavy Industrial), and MP (Planned Industrial) zoning districts.

3.01.04.10 Kennel or Cattery. Any conditional use Permit issued for a Kennel or Cattery Shall address the maximum number of animals to be Permitted in the Kennel or Cattery, required setbacks, the impact which animal noise and odor may have upon adjacent property owned by others, and provision for removal of animal waste and sewage.

3.02.05 – Setbacks. Buildings, runs, pens, or other Structures used for the purpose of a Kennel or Cattery, or to house, feed, exercise or otherwise maintain a total of five (5) or more cats or dogs Shall maintain a two hundred (200) foot Setback from the nearest Right-of-Way line of any Road, Highway, or adjacent boundary or Property owned by others.

Sec. 14-37(9). – Exemptions. “Sounds produced by normal agricultural activities located in appropriate zoning districts” are exempt from noise control regulations.

Outstanding Policy Issues

Discussion Items

Issue:

Accessory Structures

Accessory buildings and uses in residential areas – Sec. 30.1345

- a) When an accessory building is attached to a main structure by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building.
- b) ~~In the case of corner lots, the lot shall be treated as having front yards on any side abutting a road right-of-way.~~
- c) In any residential area, no commercial kennels nor any livestock or fowl, other than backyard chickens in compliance with Section (insert reference), may be housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.
- d) In the case of double frontage lots and where there is a conforming six (6) feet high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel
- e) Accessory building shall not be larger the principal building in terms of mass, size, and height
- f) An accessory building or structure greater than 200 square feet and twelve (12) feet. in height shall comply with the following architectural standards: the exterior and roof (if any) shall be comprised of materials commonly use throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof.
- g) The size limitation of accessory buildings or structures, when secondary to single family residential uses, is further limited as follows: Each detached accessory building or structure shall not exceed 600 square feet or 50 percent of the living area of the principal building, whichever is greater (or less).

Issue:

Kennels

Kennels

Proposed Amendments to Chapter 2 Definitions

Kennel, commercial: Any premises or structure wherein any person engages in housing or boarding of more than six (6) dogs and/or eight (8) cats. Commercial kennels used for the purpose of buying, selling, or breeding of dogs and cats is prohibited. This term does not include fosters/service dog trainers for 501c3 animal rescue organizations and service dog organizations, or animal rescue organizations as identified in F.S. § 828.03 who are in the process of re-homing dogs and cats. If the number of animals being housed by these organizations exceeds the maximum threshold defined herein, accessory structures housing animals must be setback 150 feet from rights-of-ways and neighboring property lines, and are regulated by Chapter 20 Animals and Fowl, Seminole County Code, which requires a Kennel Certificate and annual inspection by Animal Services.

Kennel, noncommercial: Any premises or structure used to house dogs or cats of a hobby breeder other than inside one's home, and which is on the same property where the hobby breeder resides.

Issue:

Wetlands as Open Space

Wetlands for Open Space

Section 30.1344 Open Space

(b) Non-residential

(6) Conservation areas, defined for the purposes of this Section as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in subparagraph (7) below.

(7) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space and subject to the quality of the Wetland significance described in Table 14.1.

Table 14.1 The proportion of open space requirements that can be met through on-site wetland preservation based on wetland significance scores.

<u>Wetland significance</u>	<u>Open space allotment</u>	<u>With enhanced buffer</u>
<u>High</u>	<u>Up to 50%</u>	<u>N/A</u>
<u>Moderate</u>	<u>Up to 25%</u>	<u>Up to 35%</u>
<u>Low</u>	<u>Up to 10%</u>	<u>Up to 20%</u>

(c) Residential

10) Conservation areas, defined for the purposes of this Section as the 100-year floodplain or wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum area requirement subject to limitations specified in subparagraph (11) below.

(11) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum area of more than fifty (50) percent of the required open space area and subject to the quality of the Wetland significance described in Table 14.1.

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Issue:

Historic Trees

Historic Trees

Strike Through and Underline

Definitions – Chapter 2

Historic tree: ~~A healthy tree with a trunk caliper of twenty-four (24) inches or more. Any live oak, bald cypress, or longleaf pine 36 inches or greater DBH that is determined by Seminole County to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value as to justify this classification. Prior to removal of any live oak, bald cypress, or longleaf pine 36 inches or greater DBH, a report from a certified arborist must be submitted detailing the condition of the tree, if the condition of the tree is 3 or above, the tree must be inspected by the Natural Resource Officer prior to removal. Any tree in this county selected and duly designated a Florida State Champion shall likewise be within this definition.~~

Chapter 60 – Arbor Regulations

The terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (2003 2021) and except as to developed single family lots of ~~five (5)~~ three (3) acres or less.

Sec. 60.3. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity, the Seminole County Tree Committee may:

- ~~(5)~~ (1) Implement ~~a Tree~~ an Urban Forestry Planting and Management Plan;
- ~~(6)~~ (2) Provide for designating and observing an Arbor Day, including a Proclamation relating thereto;
- ~~(7)~~ (3) Approve the annual re-certification as Tree County USA;
- ~~(8)~~ (4) Coordinate activities and programs with civic and public interest groups devoted to tree care and preservation;
- ~~(9)~~ (5) Hear appeals by aggrieved parties from decisions made by the ~~Planning and Planning Manager or Development Services Director~~, or his or her designee; and
- ~~(10)~~ (6) Direct the enforcement of all provisions of this ordinance.
- ~~— (7) Review and approve or deny requests to remove historic trees as defined in Chapter~~

~~2. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee . In that capacity the BCC may: The Seminole County Natural Resource Officer shall have the following duties:~~

- (1) Consider and ~~impose~~ recommend appropriate tree preservation conditions of approval for land use amendments, rezoning requests, and preliminary master plans;
 - (2) ~~Approve~~ Consider grading, tree replacement and tree protection provisions contained in final master plans and subdivision plats;
 - (3) Approve Historic and Specimen Tree ~~nominations~~ designations and permits for necessary removal of Historic and Specimen trees. Decisions by the Natural Resources Officers can be appealed to Planning Manager or Development Services Director; and
 - ~~(4) Increase citizen awareness of and community support for tree preservation and protection programs and objectives;~~
- ~~(11)~~ (4) Advise the Development Services Director regarding fund distribution of the Arbor Violation Trust Fund in support of these provisions.

Historic Trees

Clean

Definitions – Chapter 2

Historic tree: -Any live oak, bald cypress, or longleaf pine 36 inches or greater DBH that is determined by Seminole County to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value as to justify this classification. Prior to removal of any live oak, bald cypress, or longleaf pine 36 inches or greater DBH, a report from a certified arborist must be submitted detailing the condition of the tree, if the condition of the tree is 3 or above, the tree must be inspected by the Natural Resource Officer prior to removal. Any tree in this county selected and duly designated a Florida State Champion shall likewise be within this definition.

Chapter 60 – Arbor Regulations

The terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (2021) and except as to developed single family lots of three (3) acres or less.

Sec. 60.3. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity, the Seminole County Tree Committee may:

- (1) Implement an Urban Forestry Planting and Management Plan;
- (2) Provide for designating and observing an Arbor Day, including a Proclamation relating thereto;
- (3) Approve the annual re-certification as Tree County USA;
- (4) Coordinate activities and programs with civic and public interest groups devoted to tree care and preservation;
- (5) Hear appeals by aggrieved parties from decisions made by the Development Services Director, or his or her designee; and
- (6) Direct the enforcement of all provisions of this ordinance.

The Seminole County Natural Resource Officer shall have the following duties:

- (1) Consider and recommend appropriate tree preservation conditions of approval for land use amendments, rezoning requests, and preliminary master plans;
- (2) Consider grading, tree replacement and tree protection provisions contained in final master plans and subdivision plats;
- (3) Approve Historic and Specimen Tree designations and permits for necessary removal of Historic and Specimen trees. Decisions by the Natural Resources Officers can be appealed to Planning Manager or Development Services Director; and
- (4) Advise the Development Services Director regarding fund distribution of the Arbor Violation Trust Fund in support of these provisions.

Issue:

Backyard Chicken Program

BACKYARD CHICKEN PROGRAM

6.19.1 Intent/definitions/applicability

- a) The intent of this ~~Ordinance~~ Section is to create and implement a Backyard Chicken Program to permit the keeping of chickens on occupied single-family lots located in the unincorporated areas of the County, subject to the terms and conditions of this ~~Ordinance~~ Section.
- b) For the purposes of this ~~Ordinance~~ Section, the term "chicken" refers to female chickens (hens) only.
- c) This ~~Ordinance~~ Section does not authorize persons to violate applicable restrictive covenants or homeowners' association rules and regulations. The County does not police or enforce private restrictive covenants or homeowners' association rules and regulations. Persons ~~applying for and receiving permits under this Ordinance are~~ keeping Backyard Chickens are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.
- d) The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, and foxes.
- e) The term "subject property" is the occupied single-family residential lot with ~~which the Backyard Chickens Program permit is associated.~~
- f) ~~A permit under the~~ The Backyard Chicken Program is not applicable to or required for a single-family residential lot on which poultry production is a permitted use.

6.19.2 ~~Permit and~~ g General conditions for the keeping of chickens on occupied single-family residential lots.

- a) ~~Persons desiring to participate in the Backyard Chicken Program must apply for and obtain a permit from the Planning and Development Manager or his/her designee prior to keeping chickens. The Planning and Development Division shall charge a non-refundable fee as established in the Administrative Code to persons applying for a permit under this Ordinance to cover processing costs. If the person applying for a permit is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and consent to the application. Only one (1) permit per occupied single-family residential lot will be issue~~
- b) ~~In order to obtain a permit under this Ordinance, persons applying for a Backyard Chicken Program permit must show that he/she can meet the requirements of this Ordinance Section. The County will conduct site inspections of the subject property to make compliance determinations under this Ordinance Section. The Planning and Development Manager may deny a permit application if he/she determines that the person(s) applying for a permit cannot meet the requirements of this Ordinance Section. The issuance of a Backyard Chicken Program permit is conditioned upon and subject to the terms and conditions of this Ordinance Existing permits issued under the Backyard Chicken Pilot Program prior to the adoption of this Ordinance shall be extended and included as part of the Backyard Chicken Program subject to the Requirements of this Ordinance.~~
- c) ~~a) Persons applying for a~~ keeping chickens in Backyard Chickens pursuant to this Section Program permit are encouraged to must successfully complete ~~provide proof of successful completion of a~~ University of Florida Agricultural Extension Service (UF IFAS) class or an equivalent class approved by the

Seminole County UF IFAS Extension on the care and raising of chickens. ~~The Planning and Development Division will maintain a schedule of such classes~~

~~d) b)~~ Persons ~~applying for keeping chickens pursuant to this Section in a Backyard Chicken Program permit thereby~~ (a) agree to the terms and conditions of this Ordinance Section, and (b) upon a code enforcement complaint, grant the County and its officers, employees and agents a right-of-entry upon the subject property (including the rear yard) for inspection purposes to ensure compliance with this Ordinance Section, ~~(c) agree to remove chickens and chicken coops and enclosures upon the termination or expiration of a Backyard Chicken Program permit, and (d) hold the County and its officials, officers, employees and agents harmless concerning matters relating to the Backyard Chicken Program permit and this Ordinance Section.~~

~~e) c)~~ Up to ~~four (4)~~ five (5) chickens may be kept on an occupied single-family residential lot. ~~upon receiving a Backyard Chicken Program permit from the Planning and Development Manager or his/her designee.~~ Chickens shall not be kept on duplex, triplex, or multifamily properties, or within mobile home/manufactured home parks.

~~f) d)~~ Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of their owner in compliance with this Ordinance Section. Such supervised roaming must be confined to the backyard of the subject property.

~~g) e)~~ Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this Ordinance Section.

~~h) f)~~ Chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens for commercial purposes is prohibited.

~~i) g)~~ Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.

~~j) h)~~ The coop and enclosure must be screened from the neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient ~~enough~~ to create an opaque screen).

~~k) i)~~ All applicable building permits must be obtained prior to constructing fences and the enclosures to house chickens.

~~l) j)~~ Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a chicken that wanders onto the property at which the dog or cat resides will not, for that reason alone, be considered a dangerous or aggressive animal.

~~m) k)~~ Deceased chickens must be properly disposed of within 24-hours of expiring and in accordance with Florida law. Permit holders may contact a University of Florida Agricultural Extension Service office for requirements regarding proper disposal methods.

~~n) l)~~ No manure may be allowed to accumulate on the floor of the coop or ground. ~~Permit holders~~ Persons keeping Backyard Chickens must implement a manure management program, whereby the coop and enclosure are cleaned regularly. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulations of manure. A manure box

inside the coop is recommended. The fly-tight bin must be kept at least twenty (20) feet away from all property lines. Composting of chicken manure may be allowed in the enclosed fly-tight bin. There shall be no perceptible odor emanating from the manure storage/composting bin

6.19.3 Location and requirements for chicken coops and enclosures

- a) Chicken coops and fenced enclosures must be ~~located~~ in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in this provision, references location, not building setback area.
- b) The coop and enclosure must be a minimum of ten (10) feet from the rear and side property lines and twenty (20) feet from any neighboring residential homes. On corner lots, coops and enclosures must meet the required side street setback per the subject property's applicable zoning district.
- c) If the coop structure exceeds one hundred (100) square feet in size (ten-foot by ten-foot), a building permit is required under the Florida Building Code.
- d) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in addition to the coop, ~~in order~~ to protect the chickens from predators. The coop must also be tied down for wind resistance.
- e) For properties located in a Seminole County Urban Bear Management Area, feed, coops, and runs must be secured, and chickens protected from bears in accordance with the Florida Fish and Wildlife Conservation Commission guidelines for "Living with Florida Black Bears". All outdoor attractants must be secured. If electric fencing is utilized, it may only be installed around the coop, pen, and run and not along the property lines or anywhere else on the property.
- f) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.
- g) The coop must provide a minimum of ~~four (4)~~ three (3) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than ~~eight (8)~~ twelve (12) feet, measured from the natural grade, and must be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of one hundred ~~fifty (150)~~ seventy (170) square feet.

6.19.4 Health, sanitation and nuisance as applied to the keeping of chickens.

- a) Chickens must be kept within a coop and enclosure and may not be allowed to roam outside the subject property. Chickens may not be released or set free from such coop or enclosure unless the chickens are under the direct supervision of their owner. Chickens may be allowed to roam outside the coop and run within their owner's backyard under the immediate supervision of their owners for limited periods of time for purposes of socializing, interaction and cleaning of the coop and run.
- b) Chicken coops and enclosures must always be maintained in a clean and sanitary condition. Activities subject to the Backyard Chicken Program permit must be conducted in a manner that does not create any nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition.

There shall be no perceptible odor that is objectionable to neighboring properties emanating from the chickens or the enclosure.

c) In a public health emergency declared by the Seminole County Health Department, including, but not limited, to an outbreak of Avian Flu or West Nile virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Persons keeping Backyard Chickens Program permit holders consent to must be in compliance with such required corrective action.

6.19.5 Violations

a) In the event that a violation of this ~~Ordinance~~ Section occurs, the County has the right to undertake one (1) or more of the following remedies or actions:

1. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;

2. Issue a civil citation as a Class III violation to the violator for each violation in accordance with Section 53.32 of the Seminole County Code of Ordinance Sections;

3. Take any other action or remedy authorized by law or in equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the County for reimbursement of the County's attorneys' fees and costs concerning such action;
~~and/or~~

4. ~~Revoke the Backyard Chicken Program permit for the keeping of chickens and~~ Require that the
~~chickens be removed within ten (10) days.~~

CLEAN COPY

BACKYARD CHICKEN PROGRAM

6.19.1 Intent/definitions/applicability

- a) The intent of this Section is to create and implement a Backyard Chicken Program to permit the keeping of chickens on occupied single-family lots located in the unincorporated areas of the County, subject to the terms and conditions of this Section.
- b) For the purposes of this Section, the term "chicken" refers to female chickens (hens) only.
- c) This Section does not authorize persons to violate applicable restrictive covenants or homeowners' association rules and regulations. The County does not police or enforce private restrictive covenants or homeowners' association rules and regulations. Persons keeping Backyard Chickens are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.
- d) The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, and foxes.
- e) The term "subject property" is the occupied single-family residential lot with ~~which the~~ Backyard Chickens.
- f) The Backyard Chicken Program is not applicable to or required for a single-family residential lot on which poultry production is a permitted use.

6.19.2 General conditions for the keeping of chickens on occupied single-family residential lots.

- a) Persons keeping chickens in Backyard Chickens pursuant to this Section are encouraged to successfully complete a University of Florida Agricultural Extension Service (UF IFAS) class or an equivalent class approved by the Seminole County UF IFAS Extension on the care and raising of chickens.
- b) Persons keeping chickens pursuant to this Section (a) agree to the terms and conditions of this Section, and (b) upon a code enforcement complaint, grant the County and its officers, employees and agents a right-of-entry upon the subject property (including the rear yard) for inspection purposes to ensure compliance with this Section,
- c) Up to five (5) chickens may be kept on an occupied single-family residential lot.-Chickens shall not be kept on duplex, triplex, or multifamily properties, or within mobile home/manufactured home parks.
- d) Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of their owner in compliance with this Section. Such supervised roaming must be confined to the backyard of the subject property.
- e) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this Section.
- f) Chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens for commercial purposes is prohibited.

g) Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.

h) The coop and enclosure must be screened from the neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient ~~enough~~ to create an opaque screen).

i) All applicable building permits must be obtained prior to constructing fences and the enclosures to house chickens.

j) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a chicken that wanders onto the property at which the dog or cat resides will not, for that reason alone, be considered a dangerous or aggressive animal.

k) Deceased chickens must be properly disposed of within 24-hours of expiring and in accordance with Florida law. Permit holders may contact a University of Florida Agricultural Extension Service office for requirements regarding proper disposal methods.

l) No manure may be allowed to accumulate on the floor of the coop or ground. Persons keeping Backyard Chickens must implement a manure management program, whereby the coop and enclosure are cleaned regularly. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulations of manure. A manure box inside the coop is recommended. The fly-tight bin must be kept at least twenty (20) feet away from all property lines. Composting of chicken manure may be allowed in the enclosed fly-tight bin. There shall be no perceptible odor emanating from the manure storage/composting bin

6.19.3 Location and requirements for chicken coops and enclosures

a) Chicken coops and fenced enclosures must be ~~located~~ in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in this provision, references location, not building setback area.

b) The coop and enclosure must be a minimum of ten (10) feet from the rear and side property lines and twenty (20) feet from any neighboring residential homes. On corner lots, coops and enclosures must meet the required side street setback per the subject property's applicable zoning district.

c) If the coop structure exceeds one hundred (100) square feet in size (ten-foot by ten-foot), a building permit is required under the Florida Building Code.

d) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in addition to the coop, ~~in order~~ to protect the chickens from predators. The coop must also be tied down for wind resistance.

e) For properties located in a Seminole County Urban Bear Management Area, feed, coops, and runs must be secured, and chickens protected from bears in accordance with the Florida Fish and Wildlife Conservation Commission guidelines for "Living with Florida Black Bears". All outdoor attractants must be secured. If electric fencing is utilized, it may only be installed around the coop, pen, and run and not along the property lines or anywhere else on the property.

f) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.

g) The coop must provide a minimum of three (3) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than twelve (12) feet, measured from the natural grade, and must be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of one hundred-seventy (170) square feet.

6.19.4 Health, sanitation and nuisance as applied to the keeping of chickens.

a) Chickens must be kept within a coop and enclosure and may not be allowed to roam outside the subject property. Chickens may not be released or set free from such coop or enclosure unless the chickens are under the direct supervision of their owner. Chickens may be allowed to roam outside the coop and run within their owner's backyard under the immediate supervision of their owners for limited periods of time for purposes of socializing, interaction and cleaning of the coop and run.

b) Chicken coops and enclosures must always be maintained in a clean and sanitary condition. Activities subject to the Backyard Chicken Program permit must be conducted in a manner that does not create any nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition. There shall be no perceptible odor that is objectionable to neighboring properties emanating from the chickens or the enclosure.

c) In a public health emergency declared by the Seminole County Health Department, including, but not limited, to an outbreak of Avian Flu or West Nile virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Persons keeping Backyard Chickens must be in compliance with such required corrective action.

6.19.5 Violations

a) In the event that a violation of this Section occurs, the County has the right to undertake one (1) or more of the following remedies or actions:

1. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;

2. Issue a civil citation as a Class III violation to the violator for each violation in accordance with Section 53.32 of the Seminole County Code of Ordinance Sections; and/or

3. Take any other action or remedy authorized by law or in equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the County for reimbursement of the County's attorneys' fees and costs concerning such action.

Seminole County
Land Development Code
Rewrite
DRAFT
January 10, 2023

CHAPTER 1 GENERAL PROVISIONS

Section	Subject	Proposed Changes
1.9	Further implementing actions	Revises procedures for reviewing Land Development Code (LDC) to be consistent with current practice

CHAPTER 2 DEFINITIONS

Section	Subject	Proposed Changes
2.3	Definitions	Add/revise definitions as needed for LDC Update; delete existing definitions that are not used in the Code. Including new or revised definitions related to truck parking, lighting standards ,cluster development, surveying terms, historic trees

CHAPTER 5 ADMINISTRATION

Section	Subject	Proposed Changes
5.12	Development Review Committee (DRC)	Updates titles of DRC to be consistent with existing

CHAPTER 30 ZONING REGULATIONS

Part	Subject	Proposed Changes
2	Establishment of Districts	Rename C-1, C-3 and M-2; add Missing Middle (MM) and Mixed Use (MUCD) districts
3	Administration	Clarify requirements to restore a nonconforming structure
4	Zoning District Standards	For each district provide a brief zone description (detailed information on permitted uses and development standards to be shown separately in tabular form).

5	Permitted Uses by Zoning District	<ul style="list-style-type: none"> Establish Table YY to list Permitted, Limited, and Special Exception uses for all districts. Establish Use Consolidation Table to define detailed use categories. Commercial Kennel Added to use table
6	Additional Use Standards	<ul style="list-style-type: none"> Additional standards for Accessory Uses, Solar Facilities, Mobile Food Vendors, Civic Assembly, etc. Included additional standards for accessory buildings Backyard Chicken Program updated to removed requirement for permit; revised to allow up to 5 chickens and coops up to 170 square feet.
7	Development Standards	General standards for measurement of setbacks, setbacks from natural water bodies, dimensional standards for residential and non-residential districts, etc.
8	Special Zoning Districts	<ul style="list-style-type: none"> Establishment of and development criteria for Mixed Use Corridor (MUCD), Missing Middle (MM) and Affordable Housing (R-AH) districts. Minimum project size in Planned Development (PD)
9	Supplemental Regulations	<ul style="list-style-type: none"> New regulations for Self-Storage in C-1 and C-2 Revisions to trucks in residential districts
10	Overlay Districts	<ul style="list-style-type: none"> Add Rural Nonresidential Design Standards added to Scenic Corridor Overlay Delete US 17-92 CRA Target Zone Height Alternative Standards
11	Parking and Loading Regulations	<ul style="list-style-type: none"> Revise and update required parking formulas Allow for parking reductions and shared parking for carshare and transit-oriented development Establish bicycle parking requirements Establish parking garage design guidelines EV readiness standards included
14	Landscaping, Screening, Buffering, and Open Space	<ul style="list-style-type: none"> Combine landscape, buffer, and open space requirements into one Part. BCC may alter buffer criteria as part of a PD approval Eliminate buffering between subdivisions of 4 units per acre or less

		<ul style="list-style-type: none"> • Additional references to Florida Friendly landscaping added • Section 14.20 Fence section being revised
15	Performance Standards - Glare	<ul style="list-style-type: none"> • Illuminance standards added
16	Outdoor lighting section added	<ul style="list-style-type: none"> • Additional regulations to reduce glare
	Wekiva River Protection	Additional regulations regarding clustering subdivisions and correct title of Development Services Director.

CHAPTER 35 SUBDIVISIONS

Section	Subject	Proposed Changes
34.44	Required submittals for final plat	Changing the sheet size for plat submittal and other changes to be consistent with industry standards.
35.61	General	Including language from Chapter 40, requiring the same 25% tree save and including new tree planting requirements for new residential lots

Chapter 40 - SITE PLAN APPROVAL

Section	Subject	Proposed Changes
40.14	Titles	Revises titles to be consistent with current titles
40.172	Titles	Revises titles to be consistent with current titles
40.53	Required Submittals	Addition of requirement to provide information demonstrating compliance with Ch. 30 Part 68 Performance Standards.

CHAPTER 60 ARBOR REGULATIONS

Section	Subject	Proposed Changes
60.2	Scope	Exempt single family lots of 2 acres or less
60.3	BCC as Tree Committee	<ul style="list-style-type: none"> • Appoint a Natural Resource Officer • Requires Natural Resources approval for removal of historic trees and can be appeal to Planning Manager or Development Services Director
60.4	Permits Required	<ul style="list-style-type: none"> • County not liable for tree hazards on private property • Permit trimming and maintenance of trees by property owners
60.5.1	Logging	Now addressed in Chapter 30
60.7	Variance, appeal & penalty	<ul style="list-style-type: none"> • Development Services Director may grant deviations where regulations create substantial hardship • Trees removed without permit must be replaced at 2:1 ratio of cumulative caliper
		<ul style="list-style-type: none"> • Specimen trees to be replaced a 4:1 ratio • Replacement fees doubled for trees removed without a permit
60.9	Replacement	<ul style="list-style-type: none"> • Recommend replacement species native to the region • Specimen trees to be replaced at 2:1 ratio • All replacement trees to be Florida Nursery Standard #1 or better • Trees located in a conservation area shall not count toward replacement requirements • If the number of replacement trees is unfeasible, the applicant may pay into the Arbor Trust Fund

CHAPTER 80 Construction

Section	Subject	Proposed Changes
	Construction Hours	Hours for construction were added

Chapter 1 – General Provision

2

CHAPTER 1 GENERAL PROVISIONS

4 **Section 1. Amendments to Chapter 1, General Provisions.** Chapter 1 of the Land
Development Code of Seminole County is amended as follows (underlines are additions,
6 strikethroughs are deletions, and remaining text is unchanged):

8 **Sec. 1.9. - Further ~~implementating~~ implementing actions.**

Any goals, policies or objectives of the 1991 Seminole County Comprehensive Plan which are
10 not effectively implemented ~~to any extent through this Code~~ shall be ~~submitted to~~ reviewed
by the program review committee Local Planning Agency by the and referred to the
12 ~~planning and development director~~ Development Services Director, ~~for review subsequent to~~
~~the planning and development director developing draft implementing land development~~
14 ~~regulations as~~ who shall propose appropriate Code revisions relating to said goals, policies
or objectives.

Chapter 2 – Definitions

Section 2. Amendments to Chapter 2, Definitions. Chapter 2 of the Land

Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

SEC. 2.3 – DEFINITIONS

~~ACLFs: Adult Care Living Facilities.~~

~~Active railroad crossing: A roadway which crosses railroad track facilities which are trafficked by an average of two (2) or more trains per day.~~

~~Active school recreation area: A public school recreational area which is improved or equipped with facilities designed for games or athletic uses such as ball fields, tracks, stadiums and swimming pools, but not including unimproved open spaces and natural areas.~~

~~Adverse general market conditions: A recessionary level decline in the number of building permits issued by the county.~~

~~Aerial support: Structural supports used to suspend utility lines above the ground.~~

~~Airport: Orlando Sanford International Airport, Orlando International Airport, and/or Orlando Executive Airport and Flying Seminole Ranch Airports.~~

~~A.I.S.I.: American Iron and Steel Institute.~~

~~Arborist: a certified professional in the field(s) of landscape architecture, arbor science, forestry, or other related field.~~

~~As-built survey: A post-construction survey identifying the actual lengths and elevations of the stormwater management system by a certified land surveyor. Land Surveyor.~~

46 Assisted living facility: *As defined in Florida Statutes.*

48 Antiquated plat: A subdivision of land that does not comply with current zoning district
and/or subdivision requirements, or that has limited development potential due to
50 inadequate public facilities, services or environmental constraints. These generally include
lands platted prior to modern land development regulations adopted in 1970. Examples
52 include plats with substandard designs for lot size, configuration, roads or drainage facilities.
A lot within an antiquated plat may be subdivided according to the requirements of Sec.
54 35.2(a).

56 ~~Antiquated subdivision: A subdivision of land that was created prior to modern land~~
~~development regulations adopted in 1970 and does not comply with current zoning and /or~~
58 ~~subdivision standards, typically in terms of lot size, road access, stormwater management or~~
~~utility service.~~

60 ~~Arcade: A series of arches supported on columns along the primary building facades, creating~~
~~cover for pedestrians.~~

62
~~Artificial drainage system: Any canal, ditch, culvert, dike, storm sewer, or other manmade~~
64 ~~facility which tends to control surface flow of water.~~

66 Assembly: All buildings or portions of buildings used for gathering together fifty (50) or
more persons for such purposes as ~~church sanctuary~~, religious services, marina, racquet
68 club/health spas, golf course clubhouse and sit-down and drive-in restaurants. Separate
definitions are applied to ancillary spaces such as offices and bulk storage areas. Net usable
70 square footage as calculated for assembly uses excludes all non-public areas such as
restrooms and kitchens. Concentrated Assembly is occupancy assigned based on 7 square
72 feet per person. Less concentrated assembly is occupancy assigned based on fifteen (15)
square feet per person per NFPA, Life Safety Code, 1985 Issue.

74

Assembly, Civic: Not-for-profit assembly uses including community centers, meeting halls, recreation centers, clubhouses, and religious institutions. This excludes facilities operated by a property owners' association primarily for the use of its residents.

~~Auto camper: A lightweight, collapsible unit that is transported on an automobile or other vehicle and designed for travel, recreation, and vacation use.~~

~~Automatic controller: A mechanical or electronic timer, capable of operating valve stations to set the days and length of time of a water application.~~

~~Backlogged facility: Road on the state highway system operating at a level of service below the minimum level of service standards, which is not a constrained facility, and which is not programmed for construction adequate to bring it up to the applicable minimum level of service standard in the first three (3) years of the department's adopted work program or in a local government's capital improvements element.~~

Big box development: An individual retail and/or wholesale commercial establishment with more than 75,000 square feet of gross floor area, such as a home improvement center or a membership warehouse club. The "gross floor area" of such a store includes outdoor storage areas and any outdoor area providing services, such as, but not limited to, outdoor merchandise display, garden supplies, plant display, snack bars, etc. "Gross floor area," however, does not include loading areas. For the purpose of determining the applicability of the 75,000 square foot threshold, the aggregate square footage of all adjacent stores which may share either a series of checkout stands, management areas, storage areas, common entrances, or a controlling ownership interest, shall be considered a single commercial establishment (for example, a plant nursery associated with a general merchandise store or home improvement store, or a discount department store associated with a grocery store). The term "big box development" does not include an individual commercial establishment integrated within an indoor mall regional shopping facility.

~~BEER: Bureau of Economic and Business Research.~~

Breeder, professional: Any person or entity that causes dogs or cats to reproduce, either willfully or through failure to exercise due care and control, regardless of the size or number of litters produced. Any person or entity offering male dogs or cats for stud purposes shall be classified as a breeder. This classification will not apply to a hobby breeder, as defined in this Section; or to a pet owner who breeds his or her own pets and keeps all of the offspring.

Breeder, hobby: Any person or entity, that intentionally causes or allows willfully or through failure to exercise due care and control, the breeding or studing of a dog or cat resulting in no more than a total of one (1) litter per calendar year per legal residence whether or not the animals in such litter are offered for sale or other transfer.

~~Building numbering maps: A master set of maps which, in conjunction with approved plats and site plans, details the existing street name and numbering scheme and the projected street name and numbering scheme within Seminole County. Said maps, in addition to the plats and site plans, being currently designated the one (1) inch to four hundred (400) feet legal section maps.~~

~~CAC: Citizen Advisory Committee.~~

~~CAD: Computer Aided Dispatch.~~

~~CALNO: Council of Governments~~

Caliper: a measurement of the size of a replacement tree at a predetermined point. Trunk diameter for trees up to four (4) inches is to be measured six (6) inches above the soil line.

Trees four (4) inches in diameter and greater will be measured twelve (12) inches above the soil line.

~~Canopy: A projecting cover for pedestrians in the form of a roof-like structure, which may or may not be supported by columns, providing protection from the elements, usually in a continuous fashion.~~

~~Canopy Tree: A self-supporting woody plant, typically having a minimum height at maturity of at least twenty (20) feet, planted primarily for its high crown of foliage. A species of tree which normally grows to a mature height of forty (40) feet or more.~~

Car sharing program: A fee-based or membership-based service that provides all qualified drivers access to a dedicated car(s) or light truck(s) on a minute or hourly basis. Vehicles are available 24 hours, 7 days a week at unattended self-service locations. No separate written agreement is required each time a customer uses a vehicle. Vehicle usage is provided at minute, hourly and/or 'per mile' rates that include insurance and maintenance.

~~CARL: Conservation and Recreational Lands Program.~~

~~CBD: Central Business District.~~

~~CFCRA: Central Florida Commuter Rail Authority.~~

~~CFRA: Central Florida Regional Airport~~

~~CMAC: Concurrency Management Citizen Advisory Committee.~~

~~CMTAC: Concurrency Municipal Technical Advisory Committee.~~

~~COHC: School Board Capital Outlay and Housing Committee.~~

Champion Tree: any tree that has been designated as the largest tree of its species in the state of Florida as measured by trunk diameter at breast height and crown diameter. These may include any species not listed on the restricted stock list.

~~Church or place of worship: Any building or property used for nonprofit purposes by an established religious organization holding tax exempt status under the Internal Revenue Code and/or Florida Statutes, where such building or property is used for worship services, along with customary accessory structures and activities which shall include parsonages, friaries, convents, fellowship halls, Sunday schools and rectories, but not including day care centers, community recreation facilities, and private primary and/or secondary educational facilities. Services and activities offered to non-members of the religious organization shall not be included in this definition.~~

Clearing: The removal of trees and brush from a substantial part of the land but shall not include mowing. Soil disturbance such as root raking or compaction shall also be considered clearing, if trees or their root systems are damaged in the process.

Cluster subdivision means a form of development that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision or increase in the overall density of development, and the remaining land area is devoted to open space, active recreation, preservation of environmentally sensitive areas, stands of trees, open fields, or agriculture. Cluster subdivision design should be an improvement over conventional subdivision design practice by including an improved streetscape, homes oriented to create a sense of community and a reduction in road pavement and utility line length. A cluster subdivision must provide intervening common useable open space, passive or active parks, or conservation land between modules or clusters of homes.

Conservation area: lands which have unsuitable or nonrated soils, wetland vegetative species, are seasonally flooded and perform an environmental function, as described in the county's comprehensive policy plan.

~~Conservation and recreational lands program (CARL): Created by the Florida Legislature (Sec. 253.023, F.S.) and implemented by the Department of Natural Resources, this program provides a means of acquiring and managing environmentally sensitive lands and other lands for recreation, water management and preservation of significant archaeological and historical sites. The areas to be purchased are selected by the land acquisition selection committee which annually ranks proposed projects according to criteria in Ch. 18.8, Florida Administrative Code. The Governor and Cabinet make final selection for acquisition based on recommendations made by the committee.~~

~~Corner building entrance: The primary entrance into a building located on the corner of an intersection of two (2) primary, or a primary and secondary road; said entrance shall be located in the corner of the intersecting walls or closely located near such intersection, to enable pedestrians approaching along both roadways to access the building.~~

~~Corner lot: A lot located on the corner of an intersection of two (2) primary, or a primary and secondary, street. See "Lot, corner."~~

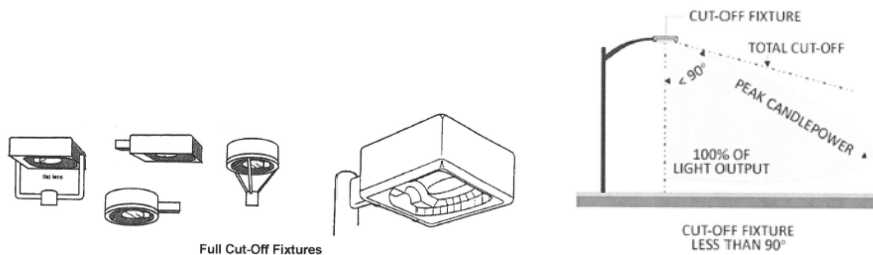
~~Corridor open space: Corridor open spaces are areas through which wildlife and/or people may travel and which may connect residential or recreational areas. They may also be designed to provide leisure activities and for aesthetics. Typical corridors include rivers, creeks, utility easements, thoroughfares, scenic roads and recreation trails. Wetland and floodplain areas are often associated with water-based corridors.~~

~~CRPP: East Central Florida Comprehensive Regional Policy Plan.~~

Cupola: A dome-shaped ornamental structure located on top of a larger roof or dome, often used as a lookout or to admit light and remove stale air.

Cover porch entries: An entrance porch to a building consisting of a covered and often columned area.

Cut-off fixtures: Light fixtures that are designed or shielded such that all light rays emitted by the fixture are projected below the horizontal plane running through the lowest point on the fixture where light is emitted. The light distribution may not be greater than 2.5% of the luminaire's lumen output at or above 90 degrees vertical from the nadir and not more than 10% of a luminaire's lumen output at or above 80 degrees vertical from nadir.



Cutoff angle (of fixture) means the angle measured upward from the vertical at which the bare source is completely blocked from view.

Day Care Center: Structure or facility which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Such facilities do not include Family Day Care Homes as defined in section 402.302(8), Florida Statutes (2017).

~~Day nurseries: An establishment where five (5) or more children under the age of six (6) years, excluding members of the family occupying the premises, are cared for. The term includes nurseries and kindergartens.~~

Delicatessen / Café: An establishment for sale of on or off-site food consumption with no kitchen (toasters, microwaves, facilities for making non-alcoholic hot or cold beverages are permitted).

Development review committee: A committee designated by the Board composed of the following personnel or their designee or designees the ~~and~~ Director of ~~Public~~ Works, the ~~Building~~ Official, the Development Review Manager, the Planning Manager, the Comprehensive Planning Manager, the Public Safety Director, the Seminole County School Board, a representative of the soil conservation service, the Director of Health and Human Services, the Division of Forestry, the Sheriff's Office and such other personnel as may be designated or assigned by the County Manager for the purpose of reviewing land development proposals and other related issues.

Development site:

(1) For properties within the Planned Development (PD) zoning district – all property included within the legal description of the approved PD zoning ordinance and/or Development Order; or

(2) For properties in all zoning districts other than Planned Development (PD) – all property included within the final subdivision plat or site plan.

Diameter at breast height (DBH): A measurement of the size of a tree equal to the diameter, in inches, of a tree measured at four and one-half (4½) feet above the existing grade. For multi-trunked trees, the DBH shall mean the cumulative diameter of the three largest trunks, measured two (2) feet above the existing grade.

~~DIME: Dual independent map encoding.~~

~~Dormer: A window set vertically into a small gable projecting from a sloping roof.~~

~~Drip line: The vertical line running through the outermost portion of the tree crown extending to the ground. A vertical line from the horizontal extremity of the canopy of a tree to the ground. For trees with canopies set off-center from the trunk, an area bounded by the average diameter of the drip-line will be centered on the point at which the trunk of the tree is rooted.~~

~~E-911 coordinator: That person designated by the County Manager to design, implement, and maintain an emergency telephone response system which involves the expeditious response of public safety, police and other services resulting from such emergency telephone system.~~

Dual Rear Vehicles shall mean motor trucks, trailers, semitrailers, tractor/trailer combinations and all other vehicles operating over the public streets of the county and uses as a means of transporting persons or property and propelled by power other than muscular power which have more than or are designed to have more than four (4) weight bearing wheels. Dual rear pickup trucks not used for commercial purposes that do not have an USDOT Number, commercial signage and are registered to a person residing at the garaging location shall not be deemed to constitute a dual rear vehicle.

~~Any~~ Easement: A strip of land created right of use over the property of another encumbered through a valid written legal instrument for ingress-egress, public or other private utilities, drainage, sanitation, or other specified uses having limitations, the title to which shall remain in the name of the property owner, subject to the right of use designated in the reservation of the servitude.

Easement, recorded: An easement which has been entered into the public records of
Seminole County.

~~ECFRPC: East Central Florida Comprehensive Regional Policy Plan.~~

~~Effluent takeback program: Program allowing or requiring the piping of reuse water back to
a development for use in commercial activities or landscape irrigation. This water cannot be
used for any purpose that may involve human consumption (fruit eaten raw, showers, etc.).~~

~~EMS: Emergency Medical Service.~~

~~EOC: Emergency Operations Center.~~

~~ESGP: Emergency Shelter Grants Program.~~

~~Exclusive transit facility: A physically separated rail or road lane reserved for multi-
passenger use by rail cars, busses, or van pools serving large volumes of home/work trips
during peak travel hours. Exclusive transit facilities do not include high occupancy vehicle
lanes.~~

~~FAA: Federal Aviation Authority Administration.~~

~~Family day care home: As defined in section 402.302(78), Florida Statutes (2001 2017).~~

~~Fascia: A broad flat surface that is the outer edge of a cornice or roof.~~

Florida-Friendly Landscaping Plant Guide: A publication by the Florida Department of
Environmental Protection (FDEP) and the University of Florida Institute of Food and

Agricultural Sciences (UF/IFAS) containing many of the UF/IFAS-recommended Florida-Friendly plants for each region of the state.

Foot candles A unit of light intensity stated in lumens per square foot and measurable with an illuminance meter. Means the measure of light noted as a unit of illuminance amounting to one lumen per square foot. Full-cutoff fixture means a fixture that allows no emission of light above horizontal.

Full shielding refers to internal and/or external shields and louvers provided to prevent brightness from lamps, reflectors, refractors and lenses from causing glare at normal viewing angles.

FLIN: Florida Library Information Network

GBF: Geographic Base File.

Geographic service area: For recreational facilities, a geographic service area identifies the time or distance which a resident is willing to travel to use a given park or facility.

Glare: means the sensation of annoyance, discomfort, or loss in visual performance and visibility due to bright or uncontrolled light sources..

GIS: Geographic Information System.

Historic tree: A healthy tree with a trunk caliper of twenty-four (24) inches or more. Any live oak, bald cypress, or longleaf pine 36 inches or greater DBH that is determined by Seminole County to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value as to justify this classification. Prior to removal of any live oak, bald cypress, or longleaf pine 36 inches or greater DBH, a report from a certified arborist must be submitted detailing the condition of the tree, if the

condition of the tree is 3 or above, the tree must be inspected by the Natural Resource Officer prior to removal. Any tree in this county selected and duly designated a Florida State Champion shall likewise be within this definition.

~~HRS: Department Of Health and Rehabilitative Services.~~

~~ILL: Interlibrary Loan System.~~

Illuminance means the quantity of light arriving at a surface divided by the area of the lighted surface, measured in foot candles.

~~Kennel: A place where dogs and other small animals and house pets are kept, sheltered, boarded, bred, or groomed for compensation.~~

Kennel, commercial: Any premises or structure wherein any person engages in housing or boarding of more than six (6) dogs and/or eight (8) cats. Commercial kennels used for the purpose of buying, selling, or breeding of dogs and cats is prohibited. This term does not include fosters/service dog trainers for 501c3 animal rescue organizations and service dog organizations, or animal rescue organizations as identified in F.S. § 828.03 who are in the process of re-homing dogs and cats. If the number of animals being housed by these organizations exceeds the maximum threshold defined herein, accessory structures housing animals must be setback 150 feet from rights-of-ways and neighboring property lines, and are regulated by Chapter 20 Animals and Fowl, Seminole County Code, which requires a Kennel Certificate and annual inspection by Animal Services.

Kennel, noncommercial: Any premises or structure used to house dogs or cats of a hobby breeder other than inside one's home, and which is on the same property where the hobby breeder resides.

~~KSF: Thousand square feet.~~

Land surveyor: A land surveyor ~~registered~~ licensed under Chapter 472, Florida Statutes, who is in good standing with the ~~Florida State Board of Professional Engineers and Land Surveyors.~~ Florida Board of Professional Surveyors and Mappers.

~~Landscaped dividing strips: Landscaped areas containing ground cover, shrubs and trees or other landscaping used to partition parking areas into individual bays.~~

~~Law enforcement officer: An officer who is on official duty for a law enforcement agency including, but not limited to, the Sheriff's Office of Seminole County.~~

Live-work: a property that contains a commercial or office component and a residential component. The work component is less than fifty percent (50%) of the total floor area

Littoral zone: a region lying along a shore of a water body that is shallow enough to support rooted aquatic vegetation.

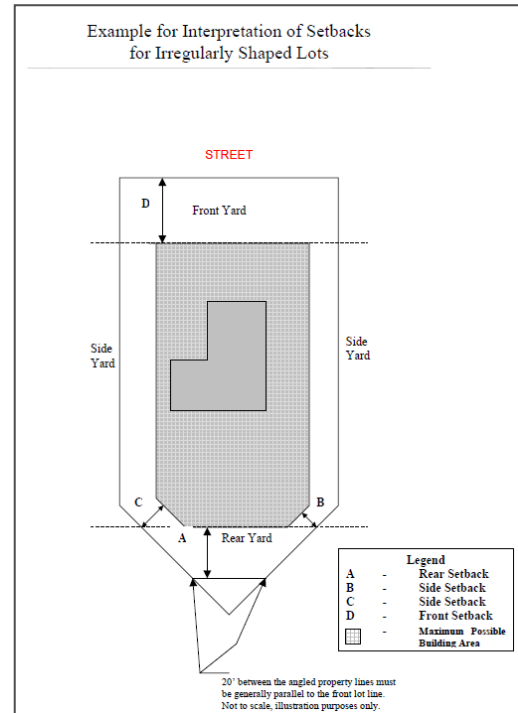
Lot, corner: A lot situated at the intersection of two (2) streets, the interior angle of such intersection not exceeding one hundred thirty-five (135) degrees. An intersecting access easement shall not establish any property as a corner lot.

Lot, double-frontage: A lot having two (2) or more of its nonadjoining property lines abutting upon a street or streets, or ingress-egress easement not including alleys. Lots having frontage on a natural water body, but not a canal or stormwater retention pond, shall be considered to be double-frontage lots. A lot adjacent to an alley shall not be a double-frontage lot.

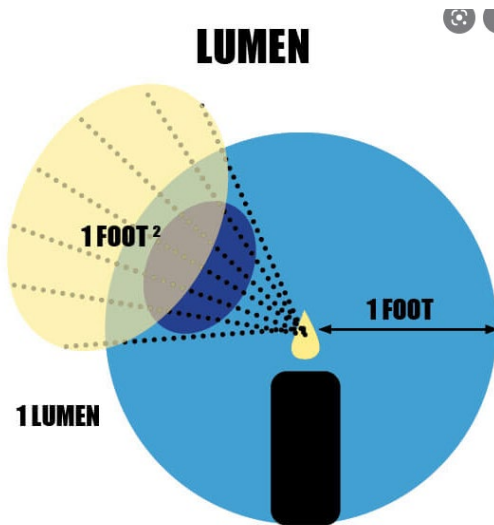
Lot Line, front: The portion of a lot that abuts the ~~street or~~ road right-of-way or ingress-
egress easement. In the case of a corner lot, ~~this may be either frontage~~ both street frontages
shall be considered front lot lines.

Lot line, rear: That lot line which is opposite to and most
distant from the front lot line of the lot. In the case of
an irregular, triangular, or tapering lot, a line 20 feet in
length, entirely within the lot, parallel to and at the
maximum possible distance from, the front lot line shall
be considered to be the rear lot line (see diagram).

Lot line, side: Any lot line other than a front or rear lot
line.



426 Lumen means a quantitative unit measuring the amount of light emitted by a lamp or
luminaire.



428
430 Luminaire means a complete lighting unit consisting of the lamp or light source, fixture,
and other parts designed to distribute the light.

432 Luminance means the quantitative measure of brightness of a light source or an illuminated
surface, equal to luminous intensity per unit area of the source or surface viewed from a
434 given angle.

436 ~~Mass: The overall bulk, size, physical volume, or magnitude of a structure or project.~~

438 Mean sea level: The average height of the sea for all stages of the tide. It is used as a reference
for establishing various elevations within the floodplain. For purposes of Part 51, Chapter 30,
440 the term is synonymous with ~~National Geodetic Vertical Datum (NGVD)~~. North American
Vertical Datum. (NAVD)

442 ~~MPO: Metropolitan Planning Organization.~~

444 ~~MSBU: Municipal Services Benefit Unit.~~

446 ~~MTAC: Municipal Technical Advisory Committee~~

448 Mobile food vendor. A vehicle mounted food service establishment, which is self-propelled,
450 or otherwise designed to be movable from place to place including, but not limited to, carts,
mobile kitchens, hot dog carts, trailers, and lunch trucks. The term also may also apply to a
452 food service establishment that operates at a fixed location for a period of time in conjunction
with a special event permitted in accordance with Section 30.1378(1). Persons selling fresh
454 fruits, vegetables, or unprepared food from trucks, trailers or similar conveyances shall not
be considered mobile food vendors.

456 Nadir in the lighting discipline, nadir is the angle pointing directly downward from the
luminaire, or 0°.

458 ~~National Geodetic Vertical Datum (NGVD): As corrected in 1929 is a vertical control used as a~~
460 ~~reference for establishing varying elevations within the floodplain. Superseded by the North~~
~~American Vertical Datum (NAVD) as corrected in 1988.~~

462 ~~OCLC: On-line computer library center.~~

464 Opacity: For purposes of Chapter 30, Part 67 (Landscaping, Screening, and Buffering), the
466 degree of screening required between a land use or development and an adjoining
development, road, or vacant property.

468 ~~Opaque Materials: Materials that light cannot pass through.~~

470 ~~Open vista area: An area where views from the centerline of the right-of-way extend~~
472 ~~uninterrupted by natural vegetation or topography beyond the scenic corridor setback~~
~~established under this ordinance.~~

QUATS: Orlando Urban Transportation Study.

Overspray: ~~The water delivered beyond the landscaped area, wetting pavements, walks, structures, or other non-landscaped area.~~

PA: ~~Planning area.~~

~~Pastoral open space: Pastoral open spaces are areas identified and maintained for present. Resource based and passive recreation which are compatible with the areas natural resources may be present. Examples of pastoral open space areas may include federal, state, or county parks and forests or other areas established for resource preservation.~~

~~PCD: Pounds per capita per day.~~

~~P.C.P. (permanent control point): A secondary, horizontal-control monument, according to Florida Statutes, Chapter 71-339, Page 3, Paragraph 13, 177.031 (13).~~

Personal Services: An establishment engaged in providing individual services generally related to personal needs such as beauty and barber shops, spa services, shoe repair, nail salons, and tailor shops. These uses may also include accessory retail sales of products related to the services provided.

Photometric plan means a diagram drawn to scale depicting the location of all light poles and building-mounted light fixtures in a specific area and a numerical grid of the maintained lighting levels that the fixture will produce. All values must be at grade unless otherwise stipulated.

~~Pick-up coach: A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation, and vacation.~~

Preserved trees: Trees that are designated to remain after construction and count toward replacement requirements per Chapter 60.

Professional surveyor: A person licensed by the State of Florida as a professional surveyor and mapper pursuant to Chapter 472, Florida Statutes.

~~Proportional capacity: The percentage of permitted capacity of a water or sewer treatment facilities which is dedicated to serving customers in other jurisdictions.~~

Protected tree: Any existing tree a with a minimum 6" dbh on the approved plant species list or the Florida-Friendly Landscaping Guide Plant List for the Central Florida Regina and appropriate USDA Plant Hardiness Zone. Unless exempted, all of these trees are subject to a tree removal permit per Chapter 60.

~~Public Entrance: An access into a building that is accessible by pedestrians from a street, a sidewalk or public walkway into the building interior.~~

Recessed Entry: An entry with an intermediate space created by location of the entry door offset further from the sidewalk than the remainder of the building façade.

~~Recharge characteristics: The capability of a property, prior to any alterations, to transmit ground water based upon the elevation, slope, compaction and type of soils.~~

~~Regional park: Regional parks are large, resource-based areas that serve two (2) or more communities or counties and are usually located within an hour's driving distance of the residents they serve. A space allowance of twenty (20) acres per one thousand (1,000) population is suggested. The park should serve a population of over one hundred thousand (100,000) and should range in size from a minimum of two hundred fifty (250) acres to as much as several thousand acres.~~

534 ~~Reliever airport: An airport facility designated by the Federal Aviation Administration to~~
~~supplement passenger traffic capacity of a primary passenger airport (Orlando International~~
536 ~~Airport is Central Florida's primary facility. Central Florida Regional Airport is classified as a~~
~~reliever airport.)~~

538

Replacement trees: Trees planted to replace existing trees as required by section 60.9.

540 ~~Reservoir area: An area not on the public right-of-way which is provided for the temporary~~
~~use of vehicles waiting to enter or leave a vehicle-oriented service or an off-street parking~~
542 ~~facility.~~

544 ~~RRP: Rental Rehabilitation Program.~~

546 Sag lens, convex lens, or drop-lens means a clear or prismatic refracting lens that extends
below the lowest opaque portion of the light fixture.

548

~~SC: Seminole County.~~

550

~~Scale: The relative size of a building when compared to other buildings, to its environment~~
552 ~~and to pedestrians.~~

554 ~~SCOPA: Seminole County Port Authority.~~

556 Shielded means a fixture constructed to have internal or external shields, top and side
visors, hoods, or internal louvers to limit glare and light trespass caused by light emission
558 from the luminaire.

Self-Storage Facility: Establishment primarily engaged in renting or leasing space for self-storage. These establishments provide secure space (i.e., rooms, compartments, lockers, containers, or outdoor space) where clients can store and retrieve their goods.

Self-Storage Facility, Limited Access: A self-storage facility consisting of one or more buildings with all storage bays accessed through interior hallways.

Self-Storage Facility, Multiple Access: A self-storage facility with overall access to the site restricted by a fence or perimeter wall, allowing direct vehicular access to storage bay doors from the exterior of any building.

Setback: The minimum distance within a yard by which any building or structure must be separated from a street right-of-way or lot line, or edge of any recorded ingress-egress easement traversing the property, whichever lies closer to the building or structure.

Severely trimming: The cutting of branches and/or trunk of a tree in a manner which will substantially reduce the overall size of the tree area to destroy the existing symmetrical appearance or natural shape of the tree. This includes trimming or cutting in a manner, which results in the removal of main lateral branches leaving the trunk of the tree in a stub appearance.

~~SF: Single-family~~

Solar Energy System: A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

- Building-integrated Solar Energy Systems:* A solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the

building. Building-integrated systems include, but are not limited to, photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

- *Floating solar energy systems:* A solar energy system mounted on a rack that is floating in a water body.
- *Ground mounted Solar Energy Systems:* A solar energy system mounted on a rack or pole that rests on or is attached to the ground. Ground-mount systems can be either accessory or principal uses. (e.g. backyard solar panels, free-standing solar panels, and ground-mount PV systems)
- *Roof-Mounted Solar Energy Systems* – A solar energy system mounted on a rack that is fastened to, ballasted, or adhered to a structure roof. Roof-mounted systems are accessory to the principal use.

~~Special act area: An area designated for special environmental protection by Florida Statute, typically providing for procedures for review of local comprehensive plans land development regulations and certain development permits applicable to a protection area delineated by the Act; and, other duties and requirements of county, regional and state agencies. The Wekiva Protection Act was the state's first such special act area within Seminole County.~~

~~Special facilities: These facilities include boat ramps, canoe trails, roadway rest stops and other recreational areas that are used for specific purposes.~~

~~Special transportation areas (STA's): Are compact geographic areas in which growth management considerations justify a lower minimum level of service standard than would normally apply to some or all of the roads in such area. STAs may include all or portions of central business districts, outlying business districts, redevelopment areas, area wide or downtown developments of regional impact, regional activity centers, historical areas and state parts. STAs do not apply to entire cities or to strip development along individual state highway corridors. (FDOT definition)~~

618

~~Specimen tree: A tree identified by the Planning Division Manager or the County Forester as being of outstanding mature size, excellent form and a healthy example of the species. Live oak, magnolia, bald cypress and longleaf pine trees twenty-four (24) inches DBH or greater.~~

620

622

Specimen trees shall also include Historic and Champion trees as defined in Chapter 2.

624

Spill-Light means light that falls outside the property where the luminaire is located.

~~Standards: Seminole County water and sewer standards.~~

626

~~Standard housing: The term "standard housing" is defined as housing units being in good an inhabitable condition, not lacking complete plumbing facilities or heating facilities, or being overcrowded with more than 1.01 person per room.~~

628

630

~~Strip commercial: Strip commercial development is freestanding commercial development along a road as opposed to being concentrated at major intersections. Strip commercial is characterized by:~~

632

634

~~(1) Relatively small and narrow parcels (lot depths of approximately three hundred (300) feet or less); or,~~

636

~~(2) Frequent curb cuts, lack of coordinated access such as cross access drives or joint use driveways; or~~

638

~~(3) Lack of coordinated parking, between commercial uses.~~

~~Subcanopy tree: A self-supporting woody plant typically having a maximum height at maturity of no more than twenty (20) feet, planted primarily for its screening purposes.~~

640

~~Submerged vegetation: The vegetation that is rooted under water and whose structural parts are also under water.~~

642

~~Substandard housing: The term "substandard housing" is defined as housing units being in dilapidated condition, lacking complete plumbing facilities, lacking heating facilities, and/or being overcrowded with more than 1.01 person per room. For purposes of the plan,~~

644

~~substandard housing requiring "substantial rehabilitation," as defined by 24 CFR Part 92.2, in order to meet U. S. Department of Housing and Urban Development Minimum Housing Quality Standards, shall be considered dilapidated and shall be considered for demolition.~~

~~Surveyor: Professional surveyor~~ registered licensed in the State of Florida.

~~TAC: Technical advisory committee.~~

To plat: In whatever tense used, "to plat" shall mean to divide or subdivide land into lots, blocks, tracts, sites, streets, rights-of-way, easements, or other divisions, however designated, and the recording of the plat in the office of the Clerk of the Circuit Court of Seminole County, in the manner authorized by Chapter ~~65-2274~~ 177 part 1, Laws of Florida, and other laws regulating the platting of land in Seminole County, Florida.

~~Transitional area: The area within a high intensity planned development area intended to be a multi-functional use district designed to buffer the higher intensity of use found in designated core areas.~~

~~Transparency: The amount of clear glass on a building wall, particularly on the front façade of a store or other building accessible from a sidewalk or public walkway.~~

~~Transitioning incorporated area: An area projected to become part of a city outside an existing urbanized area within the next ten (10) to twenty (20) years. (FDOT definition)~~

~~Transitioning urbanized area: An area which is projected to become part of an existing urbanized area within the next twenty (20) years. (FDOT definition)~~

~~Tree: Any living, self-supporting, perennial plant which has a trunk diameter of at least three (3) inches measured three (3) feet above grade (at the base of the tree) and normally~~

~~grows to a minimum overall height of fifteen (15) feet. Any living, woody self-supporting perennial plant which normally grows to a minimum height of fifteen (15) feet.~~

~~Trees, stand of: A naturally occurring grouping of five (5) or more trees forming a canopy of vegetation which results in a single unified drip-line.~~

~~Understory Tree: A species of tree which normally grows to a mature height of fifteen (15) to thirty-nine (39) feet).~~

~~Urban subdivision: A subdivision which creates lots under five (5) acres in size and complies with the requirements of the urban subdivision regulations.~~

~~Utilitarian/urban open space: Utility open spaces are areas generally unsuited for development which may present a public safety or health hazard. These areas include floodplains, wetlands, water bodies, areas of poor soils, retention and detention drainage areas. Properly designed non-structural and landscaped retention areas may serve as an open space amenity.~~

~~USDA Plant Hardiness Zone: Standard by which growers can determine which plants are most likely to thrive at a location~~

~~Volume: Occupied space measured in cubic units.~~

~~Water detention structure, water management structure: A facility which provides for storage of stormwater runoff and the controlled release of such runoff during and after a flood or storm.~~

~~Window bay: A large window (or series of windows) projecting from the outer wall of a building and forming additional space in the interior.~~

~~Workshop: The term "workshop" means a meeting which usually involves staff level review of the subject material and may not necessarily involve general public involvement.~~

~~Workshops are used to revise proposed material pursuant to, or in preparation for, public hearings/meetings.~~

~~Yard area: An open space on the same lot with a building a developed lot or parcel, said space being unoccupied and unobstructed from the ground upward, with the exception of trees and other natural vegetation.~~

~~Yard, waterfront: A waterfront yard is a yard required on waterfront property with depth measured from mean-high-water line.~~

Yard, front:

- (a) A front yard is a yard extended between side lot lines across the front of a lot adjoining a street. In cases of ~~through double frontage~~ lots: unless the prevailing front yard pattern on adjoining lots indicates otherwise, front yards shall be provided on all frontages. Where one (1) of the front yards that would normally be required on a ~~through double frontage~~ lot is not in keeping with the prevailing yard pattern, the ~~land development administrator~~ Planning Manager may waive the requirement for the normal front yard and substitute therefor a special yard requirement which shall not exceed the average of the yards provided on adjacent lots.

Yard, rear:

- (a) A yard extending across the rear of the lot between inner side yard lines. In the case of ~~through double-frontage~~ lots, there will be no rear yards, but only front and side yards.

- (b) Depth of a required rear yard shall be measured ~~in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line~~ from the structure to the rear property line as defined under the term "lot line, rear" in this Section.

732 *Yard, side:*

734 (a) A side yard is a yard extending from the interior (rear) line of the required front yard
736 to the rear lot line, or, in the absence of any clearly defined rear lot line, to the point
on the lot farthest from the intersection of the lot line involved with the public street.
738 In the case of ~~through~~ double-frontage lots, side yards shall extend from the rear lines
of front yards required. In the case of corner lots, yards remaining after front yards
have been established on both frontages shall be considered side yards.

Chapter 5 – Administration

CHAPTER 5 ADMINISTRATION

Section 3. Amendments to Chapter 5, Administration. Chapter 5 of the Land

Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

Sec. 5.12. - Development Review Committee.

(a) *Establishment and purpose.* There is hereby established a Development Review Committee which shall be responsible for ~~the enforcement of the~~ reviewing proposed developments for technical compliance with provisions of this Land Development Code and other applicable rules and regulations.

(b) *Composition of committee.* The Development Review Committee shall be composed as defined in Chapter 2 of this Code. The ~~Deputy County Manager responsible for Community Services Departments~~ Development Services Director or his or her designated alternate shall chair the Development Review Committee. Each member is charged with reviewing development plans for technical compliance with the Land Development Code and other applicable rules and regulations as it relates to their specific discipline or area of expertise and providing comments to the Applicant. Except for development applications that require approval by a Board as required by law or stated elsewhere in this Land Development Code, the Chair of the Development Review Committee has the final authority for approving or denying any development application that requires review by the Development Review Committee.

(c) *Duties and responsibilities.*

- (1) Reviewing all rezoning applications;
- (2) Reviewing all ~~proposed~~ subdivision plats;
- (3) Reviewing conceptual Special Exception Site Plans, as needed;
- (4) Reviewing all site plans as required in this Land Development Code ~~exceeding twenty-five hundred (2,500) square feet of building and paving, excluding those for single-family/duplex dwelling structures;~~
- (5) Reviewing all proposed specific amendments to the Comprehensive Plan;

(6) Preparing and reviewing proposed changes to land development ordinances; and

(7) Providing information and analysis to applicants, review boards, and the Board of County Commissioners prior to meetings and public hearings.

(d) *Meetings.*

(1) The Development Review Committee shall meet at least monthly and more often as necessary.

(2) An agenda shall be prepared and distributed to each member prior to each meeting.

(3) All applicants having requests reviewed by the Development Review Committee will be provided an agenda and invited to attend and participate in the meeting.

~~Sec. 5.13. – Coordinator of development review.~~

~~(a) *Appointment and purpose.* The Board of County Commissioners shall appoint a coordinator of development review who shall be responsible for the coordination and the enforcement of the provisions of this Land Development Code.~~

~~(b) *Duties and responsibilities.* The duties and responsibilities of the coordinator of development review shall include:~~

~~(1) Receiving applications for a development order, reviewing the same for completeness and sending them to applicable members of the Development Review Committee.~~

~~(2) Processing all applications for a development order to insure compliance with Chapter 20 of this Land Development Code and issuing development orders for all applications that do not require approval of the Board of County Commissioners.~~

~~(3) Presenting applicable applications for development orders to the Board of County Commissioners.~~

~~(4) Issuing those development orders that have been directed by the Board of County Commissioners.~~

Chapter 30 - Zoning Regulations

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218 PART 2 ESTABLISHMENT OF DISTRICTS

2.1 Establishment of Districts (Abbreviations)

220 In order to classify, regulate, and restrict the uses of land, water, buildings, and
222 structures; to regulate and restrict the height and bulk of buildings; to regulate the
224 area of yards, courts, and other open spaces between buildings, and to regulate the
intensity of land use, all the unincorporated area of Seminole County, Florida, is
classified into one of the following districts:

A-1	Agriculture District
A-3	Rural 3 District
A-5	Rural 5 District
A-10	Rural 10 District
RC-1	Country Homes District
R-1	Single-Family Dwelling District
R-1B	Single-Family Dwelling District
R-1BB	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District

R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
PD	Planned Development District
UC	University Community District
PL4I	Public Lands and Institutions
RP	Residential Professional District
OP	Office District
CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail <u>General</u> Commercial District
C-3	General Heavy Commercial and Wholesale Industrial District
CS	Convenience Commercial District
<u>MM</u>	<u>Missing Middle District</u>
<u>MUCD</u>	<u>Mixed Use Corridor District</u>
M-1A	Very Light Industrial District

M-1	Industrial District
M-2	M-2 Impact-General Heavy Industrial Zoning Classification District

2.2 Groupings and definition of groupings

- 226 a) Where the phrases "all residential districts," "residential districts," "zoned
228 residentially," or "residentially zoned," or similar phrases, are used in these zoning regulations, the phrases shall be construed to include the following districts*:

R-1	Single-Family Dwelling District
R-1A	Single-Family Dwelling District
R-1AA	Single-Family Dwelling District
R-1AAA	Single-Family Dwelling District
R-1AAAA	Single-Family Dwelling District
R-2	One- and Two-Family Dwelling District
R-3	Multi-Family Dwelling District
R-3A	Multi-Family Dwelling District
R-4	Multi-Family Dwelling District
R-AH	Affordable Housing Dwelling District
RM-1	Single-Family Mobile Home District
RM-2	Single-Family Mobile Home Park District
RM-3	Travel Trailer Park District
PD	Planned Development District

RP	Residential Professional District
MM	Missing Middle District

* The phrases shall also be construed to apply to the RC-1 (Country Homes), A-1 (Agriculture), A-3, A-5, and A-10 (Rural) districts on issues related to administrative setback variances approved by the Planning Manager under Section 30.42(c); and truck parking in residential districts under Section 30.1350 on property which is primarily residential, and has not been assigned an Agricultural Tax Classification under Section 193.461, Florida Statutes.

b) Where the phrases "Commercial District," "zoned commercially," "commercially zoned," "commercial zoning," or similar phrases, are used in these Zoning Regulations, the phrases shall be construed to include:

CN	Restricted Neighborhood Commercial District
C-1	Retail Commercial District
C-2	Retail <u>General</u> Commercial District
CS	Convenience Commercial District
<u>MUCD</u>	<u>Mixed-Use Corridor District</u>
PD	Planned Development

c) Where the phrases "industrial districts," "zoned industrially," "industrially zoned," "industrial zoning," or similar phrases, are used in these Zoning Regulations, the phrases shall be construed to include:

C-3	General Heavy Commercial and Wholesale Industrial District
M-1A	Very Light Industrial District
M-1	Industrial District
M-2	M-2 Impact-General Heavy Industrial Zoning Classification <u>District</u>

	2.3	Districts shown on maps – Sec 30.23
242	2.4	Official Zoning Atlas – Sec 30.24
	2.5	Interpretation of district boundaries – Sec 30.25
244	2.6	Application of zoning classification regulations – Sec 30.26

PART 3 ADMINISTRATION

3.1 Planning and Zoning Commission – SEC 30.41

3.1.1 The Board of County Commissioners of Seminole County shall appoint a commission of seven (7) qualified electors of Seminole County to be known as the Planning and Zoning Commission. Said members shall be appointed for four (4) year terms and not more than a minority of the terms of such members shall expire in any one (1) year.

3.1.2 The Board of County Commissioners may, from time to time, amend or supplement the County's land development regulations and zoning classifications. Proposed changes may be recommended by the Planning and Zoning Commission.

Additionally, any owner of affected property may make application for a change in the property's zoning classification on a form prescribed by the current planning office; provided, however, that the applicant shall assume all of the costs of any public hearings and all other costs incidental to the holding of a public hearing and the application.

3.1.3 The Planning and Zoning Commission, regardless of the source of the proposal for change, shall hold a public hearing or hearings thereon, with due public notice, to consider the proposed change and submit in writing its recommendations on the proposed change to the Board of County Commissioners for official action.

3.1.4 The Planning and Zoning Commission shall also constitute the County's land planning agency in accordance with Chapter 7 and have the duties and responsibilities set forth therein.

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
2. Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and
3. Is consistent with the County's comprehensive plan; and
4. Will not adversely affect the public interest; and
5. Meets any special exception criteria described in Additional Use Standards; and

- 284 6. Meets the following additional requirements if located in the applicable
zone:
- 286 a. If located in A-10, A-5, A-3, or A-1:
- 288 1. Is consistent with the general zoning plan of the rural zoning
classifications; and
- 290 2. Is not highly intensive in nature; and
- 292 3. Is compatible with the concept of low-density rural land use; and
- 294 4. Has access to an adequate level of public services such as sewer,
water, police, fire, schools and related services.
- 296 b. If located in OP
- 298 1. Is consistent with the general zoning category and plan of the OP
Office District.
- 300 2. Is compatible with the concept of low intensity of land usage and site
coverage.
- 302 3. Has access (where applicable) to urban services, such as, sewer
~~sewage~~, water, police, fire, and related services.
- 304 4. Will not create, by reason of its characteristics, a requirement for the
granting of a variance as a prerequisite to the granting of said special
exception, especially (by way of illustration and not limitation)
variances relating to setbacks, lot size, building height, lot coverage,
access, or parking and loading.
- 306 c. If located in RP:
- 308 1. Is not detrimental to the character of the area or neighborhood or
inconsistent with the trends of development in the area; and
- 310 2. Is not incompatible with the concept of low intensity of land usage
and site coverage; and
3. Does not have an unduly adverse effect on existing traffic patterns,
movements, and intensity.

312 b) Conditions on special exceptions. In granting any special exception, the Planning
and Zoning Commission may recommend and the Board of County
314 Commissioners ~~of~~ may prescribe appropriate conditions and safeguards. Violation
of such conditions and safeguards, when made a part of the terms under which
316 the special exception is granted, shall be deemed a violation of this chapter. The
Planning and Zoning Commission may recommend and the Board of County
318 Commissioners may prescribe a reasonable time limit within which the action for
which the special exception ~~or~~ is required shall be begun or completed, or both.

320 c) Application for special exception. An applicant for a special exception shall file
with the Planning & Development Division a written application accompanied by
322 payment of the appropriate fees, and a conceptual plan. ~~For applications within~~
~~the OP zoning district the~~ The conceptual plan should include: ~~the following~~
324 A a simple development plan drawn to an appropriate scale indicating the legal
description, lot area, site dimensions, right-of-way location and width, tentative
326 parking areas and number of parking spaces, proposed building location and
setbacks from lot lines, total floor area proposed for building, proposed points of
328 access with tentative dimensions, locations of identification signs not on building,
proposed location of existing easements, location of existing trees on-site and
330 their common name, number of trees to be removed and retained as required by
Seminole County Arbor Regulations, and a general plan for proposed
landscaping.

332 3.2 Planning Manager – SEC 30.42

334 3.2.1 A Planning and Development Division Manager, herein after referred to as the
 336 Planning Manager, shall be designated by the County Manager as the administrative
 338 official to direct the activities of the planning office or its successor, to furnish
 340 information and assistance to the Planning and Zoning Commission, to the Board of
 342 County Commissioners, and to enforce the provisions of the zoning regulations.

344 3.2.2 It is the intent of these land development regulations that questions of interpretation
 346 and enforcement shall first be presented to the Planning Manager that such
 348 questions shall be presented to the Board of Adjustment only on appeal.

350 3.2.3 The Planning Manager shall have the power to grant an application for a setback
 352 variance in residential zoning classifications when the variance requested is equal to
 354 or less than ten percent (10%) of the required setback requirement; provided,
 356 however, that only one (1) variance on a property may be granted under this
 358 procedure. If the Planning Manager denies an application for a variance, such denial
 360 may be appealed to the Board of Adjustment in accordance with the provisions of
 362 Section 30.43(c).

364 3.3 Board of Adjustment – SEC 30.43

366 3.4 Public notice – SEC 30.44

368 3.5 Community Meeting procedure – SEC 30.49

370 3.6 Time limit – SEC 30.45

372 3.7 Successive applications for rezoning and special exceptions – SEC 30.46

374 3.8 Assignment of duties – SEC 30.47

376 3.9 Interpretation of Code – SEC 30.48

378 3.10 Nonconforming uses – SEC 30.1348 (PART 70)

380 3.10.1 In General

382 a) A nonconforming building may be maintained and repairs and alterations may be
 384 made, except that, in a building which is nonconforming as to use regulations, no
 386 structural alterations shall be made except those required by law. Repairs such as
 388 plumbing or the changing of partitions or other interior alterations are permitted.

390 b) Buildings or structures or uses of land which are nonconforming shall not be
 392 extended or enlarged.

394 c) When a nonconforming use of land has been discontinued for one hundred eighty
 396 (180) days or longer, its future use shall revert to the uses permitted in the district
 398 in which said land is located.

d) A nonconforming building or structure, which is hereafter damaged or destroyed to the extent of fifty (50) percent or more of its value by flood, fire, explosion, earthquake, war, riot, or ~~force majeure act of God, may~~ shall not be reconstructed or restored for the same use except in compliance with the regulations of this section all applicable provisions of the Code.

3.10.2 Nonconforming mobile homes in Agricultural Zones

a) The following shall be exempt from the minimum lot requirements of this article:

1. Any mobile home or recreational vehicle park within the A-10, A-5 or A-3 Rural District which had received zoning approval prior to September 11, 1991 for the rental of mobile home spaces shall be allowed to continue; provided, however, that such mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan for development.
2. Construction on existing, legally created, lots or parcels of record platted or recorded prior to September 11, 1991, which were legally buildable as of that date.

b) Any mobile home park within the A-1 Agriculture District which has been legally established as a special exception under heretofore existing A-1 Zoning Classification for the rental of mobile home spaces shall be allowed to continue; however, said mobile home park shall not be extended or enlarged beyond the limits of the originally approved master plan of development.

3.10.3 Nonconforming mobile homes and/or manufactured homes in A-1.

a) All mobile or manufactured homes existing in the A-1 district prior to [October 25], 2011, except for those authorized under Section 30.123, are hereby declared to be a nonconforming use in accordance with Section 30.1348. Any time limits enacted by the Board of Adjustment as a condition of special exception approval shall be null and void unless specifically related to protecting the health, safety, and welfare of the occupancy.

b) Notwithstanding their nonconforming status, these mobile or manufactured homes shall fully comply with all applicable provisions of Chapter 40 of the Seminole County Code.

398 c) Existing mobile or manufactured homes may be replaced with a manufactured
home of not greater than two (2) times the original floor area without a special
400 exception if the home has remained vacant for less than one hundred eighty (180)
days. If the home has been vacant for one hundred eighty (180) days or more,
402 replacement of such home shall require a special exception. Larger units and
other alterations exceeding the provisions of Section 30.1348 shall also require a
special exception.

404 d) This section shall not affect any mobile or manufactured home approved for
temporary occupancy under Section 30.123.

406 3.10.4 Non-conforming lots in Agricultural Zones

408 a) Where lots of record no longer meet current requirements due to surveying or
other errors, if both the current records of the Seminole County Property
Appraiser and the original plat for the property indicate the area of the lot is a
410 given size, then review of the proposed development shall occur as if the lot were
actually the size shown in both the appraiser's records and on the original plat.

412 3.10 Administrative waiver of lot size and lot width zoning requirements – SEC 30.27

3.11 Requirements for an administrative waiver – SEC 30.25

414 3.12 Rezoning to more restrictive included district – SEC. 30.1358

3.13 Procedures for determining net residential density – SEC. 30.1359

PART 4 ZONING DISTRICT STANDARDS

4.1 General Requirements.

a) No building, structure, land, or water shall be used or occupied and no building, structure or part thereof shall be erected, constructed, reconstructed, located, moved, or structurally altered except in conformity with the standards for the Zoning District in which it is location and any other applicable regulations of this Code including but not limited to:

1. Development Standards, Part 7
2. Parking and Loading Regulations, Part 11
3. Landscaping, Screening, Buffering, Part 14

b) Except as otherwise provides, uses are permitted in accordance with Permitted Uses, Part 5

c) The following Zoning Districts are subject to Performance Standards Part 15:

- 1.All Commercial Zones
- 2.All Industrial Zones

4.2 A-10, A-5, And A-3 Rural Zoning ~~Classification~~ District/Rural Subdivision Standards

4.2.1 Zone Description:

The lands included in the A-10, A-5 and A-3 Rural Districts are generally located in the rural areas of the County where urban services are minimal or nonexistent. While these lands may be currently in agricultural use, when developed, they are devoted to rural residential living. Depending upon the land use designation assigned to a parcel by the 1991 Seminole County Comprehensive Plan, the minimum lot size shall be either three (3) acres, five (5) acres or ten (10) acres unless otherwise permitted in the provisions of this part relating to clustering. The properties that are assigned these zoning classifications are the respective properties assigned the Rural 10, Rural 5 and Rural 3 land use designations and these zoning classification assignments are accomplished consistent with and in order to implement the provisions of the Seminole County Comprehensive Plan.

4.2.2 Subdivision Standards:

a) Subdivision within the A-10, A-5 and A-3 Rural Districts shall only occur in accordance with the Rural Subdivision Standards adopted in this Code.

4.2.3 Optional cluster provisions

- a) The purpose of these optional cluster provisions is to preserve open space along roadway corridors, preserve open space in rural residential areas, preserve natural amenity areas, enhance the rural character of the area and ensure that development along the roadway corridors improves or protects the visual character of the corridor. Developers or property owners may elect to cluster development in the A-10, A-5 and A-3 zoning districts provided that the area not devoted to development shall be preserved through a perpetual open space easement. Cluster developments should be located on the property so as to minimize incompatibility with neighboring lower density developments where homes are not clustered. The approval for clustering shall be granted during the platting process and must meet the following conditions:
- b) An application to plat the property shall include a specific development plan for the entire site which includes both the specific locations of lots on-site and that identifies all remaining open space not platted as a lot that is to be included in the open space easement. A development order will be recorded with the final plat specifying that this open space easement shall be perpetually restricted to open space and may be utilized for active agricultural use including, but not limited to, citrus or other fruit or vegetable crops, grazing and pasturing of animals and, in some cases, silviculture.
- c) All platted lots must contain, at a minimum, one (1) net acre of buildable land and have a minimum width at the building line of one hundred (100) feet.
- d) In the A-3 zoning district, the overall net density of the project, including the land contained in the open space easement, shall not exceed one (1) dwelling unit per three (3) net buildable acres.
- e) In the A-5 zoning district, the overall net density of the project, including the land contained in the open space easement, shall not exceed one (1) dwelling unit per five (5) net buildable acres.
- f) In the A-10 zoning district, the overall net density of the project of one (1) dwelling unit per ten (10) net buildable acres may be increased up to one (1) dwelling unit per five (5) net buildable acres by utilizing the clustering provisions provided herein. The density bonus may be awarded based on the amount of buildable land preserved as open space. Each project would be authorized a total of two (2) dwelling units for each eight (8) buildable acres of land that would be preserved under an open space agreement.

g) All remaining open space shall be preserved in perpetuity through the use of an open space easement. The easement shall be in such form as is deemed acceptable by the County Attorney and shall be recorded for the entire property which is subject to development including both the residential lots and the remaining open space. Such perpetually restricted open space may be in active agricultural use including, but not limited to, citrus or other fruit crops, grazing and pasturing of animals and silviculture, but only as set forth in the open space easement.

4.3 A-1 Agriculture

4.3.1 Zone Description:

The lands included within the A-1 Agricultural District are often characterized as being located in areas of the County where urban services are minimal or nonexistent. The A-1 classification is also present in the majority of future land use designations established under the Seminole County Comprehensive Plan. These lands may have access to a full range of urban services and are potentially appropriate for reclassification to greater development densities and intensities, as determined by the Comprehensive Plan.

Properties developed under the A-1 classification are devoted to a wide range of residential and non-residential development types, including agricultural uses and detached single-family dwellings. A-1 is not classified as a residential zoning district under Section 30.22.

4.4 RC-1 Country Homes District

4.4.1 Zone Description:

This district comprises certain land, water, and structures having a light density of development; it is single-family residential in character and has open space where similar development is expected to occur. Sites are so planned that the greatest utilization of the land may be made for country living without many of the undesirable features of a purely agriculture district.

4.5 R-1, R-1B, AND R-1BB Single-Family Dwelling Districts

4.5.1 Zone Description:

These districts are composed of certain lands, water, and structures having a low and medium density of development and predominantly single-family in character. Due to the higher-than-average concentration of persons and vehicles, these districts are

situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets.

4.6 R-1AAAA, R-1AAA, R-1AA and R-1A Single-Family Dwelling District

4.6.1 Zone Description:

These districts comprise certain lands, water, and structures having a low density of development; they are single-family residential in character and have additional open space where it is desirable and likely that such similar development will occur and continue. Uses are limited primarily to single-family dwellings and such nonresidential uses as are intended to provide service to the immediate and adjacent areas.

4.7 R-2 One and Two-Family Dwelling District

4.7.1 Zone Description:

This district is composed of certain limited areas where it is desirable, because of an established trend, to recognize a more intensive form of residential use than in the single-family districts. Provision is made for the erection of duplex dwelling structures but no multiple-dwelling structures.

4.8 R-3 and R-3A Multiple-Family Dwelling Districts

4.8.1 Zone Description:

These districts are composed of certain medium- to high-density residential areas, plus open areas, where it is likely and desirable to extend such type of development. Due to the higher-than-average concentration of persons and vehicles, these districts are situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets.

4.8.2 R3, R3-A - General Provisions and Exceptions – SEC 30.250

- a) Development plan drawn to an appropriate scale indicating the legal description, lot area, site dimensions, right-of-way location and width, tentative parking areas and number of parking spaces, proposed building location and setbacks from lot lines, total floor area proposed for building, proposed points of access with tentative dimensions, locations of identification signs not on building, proposed location of existing easements, location of existing trees on-site and their common name, number of trees to be removed and retained as required by Seminole County Arbor Regulations, and a general plan for proposed landscaping shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and the Board of County Commissioners for approval prior to issuance of any ~~building permit~~ site plan approval.
- b) Accessory uses may be located at the edge of the complex to serve residents provided that they are clearly subordinate and ancillary to the primary use. ~~shall be designed exclusively for the use of the complex residents and shall, except for carports and/or garages, be located within the complex and not on the perimeter.~~
- c) Personal services uses, designed primarily for the occupants of the complex, such as, nursery schools, beauty and barber shops, and health clubs, may be approved for the complex at time of zoning. However, such uses shall be limited to complexes of one hundred (100) or more units and shall not be permitted until fifty (50) percent or more of the dwelling units are completed. Any uses other than those approved at zoning, must be approved by the Board of Adjustment.
- d) Recreation and open space comprising no less than twenty-five (25) percent of the gross land area, exclusive of the perimeter buffer, shall be set aside for usable recreation and open space.
- e) Within condominium projects, deed covenants shall be required to insure the maintenance and upkeep of areas and facilities retained in common ownership in order to provide a safe, healthful, and attractive living environment and to prevent the occurrence of blight and deterioration of the individual units within the complex.
- f) Prior to the issuance of building permits, a complete site plan of the project shall be submitted to the land management office for approval. Detailed site plan shall indicate: location of buildings, parking spaces, driveways, streets, service areas, walkways, recreation facilities, open areas, and landscaping.

g) Site and ~~drainage~~ stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permits.

h) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.

4.9 R-4 Multiple-Family Dwelling District

4.9.1 Zone Description:

This district is composed of certain high-density residential areas where it is desirable to permit other specific uses, including multiple-story apartments and certain uses which are quasi-residential in character.

4.9.2 Density regulations.

a) Maximum density shall be set at time of zoning; however, in no case, shall the density exceed:

1. A maximum of thirteen (13) dwelling units per net buildable acre in the R-3 Multi-Family Dwelling District; or
2. A maximum of ten (10) dwelling units per net buildable acre in the R-3A Multi-Family Dwelling District.

4.9.3 Building site area regulations.

a) The maximum lot coverage for dwelling structures shall be determined in accordance with the following schedule:

Building Height	Maximum Lot Coverage
20 feet or less	30%
20.1 feet to 30 feet	28%
30.1 feet to 40 feet	26%
40.1 feet to 50 feet	24%
50.1 feet to 60 feet	22%

b) ~~Accessory buildings shall maintain the same setback as the dwelling structures~~

4.9.4 General provisions and exceptions.

a) Development plans shall be submitted along with application for rezoning. Any change in development plans must be resubmitted to the Planning and Zoning Commission for recommendation and to the Board of County Commissioners for approval, prior to issuance of any site plan approval building permit.

b) Site and ~~drainage~~ stormwater management plans shall be approved by the County Engineer prior to the issuance of any building permit.

c) If covered storage for vehicles is provided, garage doors may not face a public right-of-way.

4.10 RM-1 Single-Family Mobile Home Residential District

4.10.1 Zone Description:

This district is composed of certain areas where it is proposed that mobile homeowners may purchase lots and establish mobile home permanent residences on those lots. Such districts shall be subdivided in accordance with all the amenities of any residential district.

4.10.2 General provision and exceptions.

a) Each parcel assigned the RM-1 zoning classification shall not be ~~shall be not~~ less than ten (10) acres in size.

b) A twenty-five (25) foot landscaped buffer strip shall be required and maintained between adjacent properties and the RM-1 Mobile Homes District and shall be planted with trees and shrubs so as to attain a solid landscape screen at least six (6) feet high within eighteen (18) months after planting. The buffer area shall be considered to be in addition to the required lot area and shall be platted and utilized as greenbelt areas (easements) being part of any adjacent lots.

c) A setback of fifty (50) feet shall be provided from lot lines and any street right-of-way which borders the RM-1 Mobile Homes District. Except for access drives or streets, the required setback shall be landscaped with the twenty-five (25) feet nearest to the individual lots intermittently planted with trees and shrubs in order to accomplish an effective barrier against road noise.

d) Any mobile home must be on a substantial foundation and firmly anchored in accordance with the Seminole County Mobile Home Tie-Down Regulations. All such units shall have permanent skirting around the bottom in such manner as to prevent the accumulation of junk or debris from collecting under the mobile or modular home. Wheels shall be removed from all mobile homes.

e) This zoning district may remain in place where designated on the official zoning map, however, no additional properties are to be assigned this zoning district.

f) Mobile home/manufactured housing siting standards. See Part 72, Chapter 30.

4.11 RM-2 Single-Family Mobile Home Park District

4.11.1 Zone Description:

This district is composed of certain areas where it is proposed that mobile home sites shall be offered for rent for residential purposes only.

4.11.2 General provisions and exceptions.

- a) At time of rezoning application, a development plan will be submitted showing the area and dimensions of the tract of land, the location of any structures, location of roads and ~~drainage~~ stormwater management structures, and location of sewer and water plants.
- b) Each mobile home park assigned the RM-2 zoning classification shall be not less than ten (10) acres in size.
- c) A landscaped buffer strip, at least twenty-five (25) feet in depth, shall be required and maintained between adjacent properties and the RM-2 District and shall be planted with trees and shrubs so as to attain a solid landscape screen at least six (6) feet high within eighteen (18) months after planting. Such buffer strip shall be considered to be in addition to the required mobile residence space and shall remain clear of structures. In addition, no part of the buffer area shall be considered as providing part of a required recreation area.
- d) Each mobile home park shall have ten (10) percent of the total area set aside for park purposes. Such area may have swimming pool, recreational building, and recreational structures thereon. Restroom facilities for men and women shall be provided as required by the State Division of Health.
- e) Each mobile home park shall provide an area and building housing laundry facilities available to the occupants of the park.
- f) A mobile home park shall be subject to single ownership and no lots or trailer spaces may be sold individually.
- g) Each mobile home park shall have fire hydrants no further than one thousand (1,000) feet apart.
- h) Management shall be responsible for a minimum of twice-a-week garbage and trash collection. Covered containers shall be provided for such materials.
- i) Streets in mobile home parks shall be adequately lighted with street lights at all intersections and not further than three hundred (300) feet apart.
- j) No individual laundry facilities shall be permitted outside main laundry building, except where located in a mobile home or in a minimum-size eight (8) feet by ten (10) feet utility building situated at rear of mobile home site.
- k) Mobile home/manufactured housing siting standards: Section Part 72, Chapter 30.
- l) No conventional housing permitted.
- m) Underground utilities shall be provided in all mobile home parks.

n) A setback of fifty (50) feet shall be provided between individual mobile residence spaces and any street right-of-way which borders the RM-2 District. Except for access drives or street, the entire fifty (50) feet shall be landscaped, with the twenty-five (25) feet nearest to the individual spaces intermittently planted with trees and shrubs, in order to accomplish an effective barrier against road noise.

o) Prior to issuance of any permits, complete plans, prepared by an engineer registered in the State of Florida, shall be submitted showing exact details of the mobile home park construction, including roadway construction details. All roads within such zone shall be a minimum of forty (40) feet in width with twenty-four (24) feet of paved surface required for collector streets and twenty (20) feet of paved surface required for local streets.

p) This zoning district may remain in place where designated on the official zoning map, however, no additional properties are to be assigned this zoning district.

q) ~~Drainage~~ Stormwater management aspects of all RM-2 Mobile Home Park Districts shall be approved by the County Engineer. An architect or engineer registered in the State of Florida shall design all buildings within the park area.

4.12 RM-3 Travel Trailer Park and Campsites

4.12.1 Zone Description:

This district is composed of certain areas where travel trailers and tent campsites are permitted for short periods of time. These areas are generally in less densely populated locations and should have natural or man-made recreational facilities in the vicinity.

4.12.2 General provisions and exceptions.

a) At the time of application for rezoning, a preliminary plan of development shall be submitted. After rezoning, no construction may commence until final development plans have been submitted and approved by the Planning and Zoning Commission and appropriate building permits issued.

b) Access roads entering a travel trailer park shall, at the minimum, match the surface of the public road providing access to the park. If the public road is paved, the access road of a travel trailer park shall be paved for a distance of one hundred (100) feet into the park from all entrances and exits, and shall be at least twenty-four (24) feet in width. Travel trailer park roads which are not paved shall be hard-surfaced, well-drained, and all-weather stabilized (e.g., shell, marl, etc.). All road curves shall have a minimum turning radius of fifty (50) feet. All culs-de-sac shall have a maximum length of five hundred (500) feet and terminate in a turning circle having a minimum radius of fifty (50) feet.

c) Each travel trailer site shall have parking pads of marl, shell, paving, or other stabilized material.

d) All requirements of the State Department of Health regarding sanitary standards are applicable pursuant to Chapter 513, Florida Statutes (2001).

e) Travel trailer parking areas and campsites shall be maintained free of litter, rubbish, and other materials. Fires shall be made only in stoves, incinerators, and other equipment intended for such purposes. Fire fighting and protection equipment shall be provided at appropriate locations within the park. All equipment shall be maintained in good operating condition and its location shall be adequately marked.

f) In all travel trailer and camping parks, there shall be at least one (1) recreation area which shall be easily accessible from all travel trailer and camping sites. The size of such recreation areas shall be not less than twenty-five (25) percent, including buffer area, of the gross site land area.

g) In all travel trailer and camping parks, there shall be at least one (1) recreation area, which shall be not less than twenty-five (25) percent, including buffer area, of the gross site land area.

h) This zoning district may remain in place where designated on the official zoning map, however, no additional properties are to be assigned this zoning district.

4.12.3 Site area regulations.

a) Each dependent travel trailer or tent camping site shall be not less than an average width of thirty (30) feet and fifteen hundred (1,500) square feet of area.

b) Each independent travel trailer site shall be not less than an average width of forty (40) feet and twenty-four hundred (2,400) square feet.

728 4.12.4 Fencing

730 a) The entire park, except for access and egress shall be enclosed with a fence or wall
six (6) feet in height or by existing vegetation or screen planting adequate to
conceal the park from view.

732 4.13 RP Residential Professional District

4.13.1 Zone Description:

734 The intent of the RP Residential Professional District is to provide a district where
existing residential dwelling structures can be utilized for office use and not adversely
736 affect adjacent property owners or traffic patterns. The district is generally found
along collector ~~roadways~~ roads, or ~~major~~ arterial roads and transitional areas
738 identified in the future land use element of the comprehensive plan. It is further
intended that this district ~~would normally~~ be utilized for the conversion of existing
740 structures. The development of vacant property for office use shall, at the minimum,
comply with the lot size and setback, ~~landscaping, and buffering~~ requirements
742 contained in the ~~OC OP Office District~~. Landscaping and buffers shall comply with
Part 67, Chapter 30 unless these requirements are specifically waived or varied by the
744 Board of County Commissioners through special use approval under Section 30.624

4.13.2 Restrictions and Conditions.

746 a) The Board of County Commissioners may place such restrictions and conditions
on property being assigned the RP zoning classification as said Board shall, in its
748 sound discretion, deem necessary to protect the character of the area or
neighborhood, the public investments in streets and roads or other public
750 facilities, and the public health, safety, and welfare. Restrictions or conditions
imposed during approval may include, but not be limited to:

- 752 1. Operating hours.
2. Control of outdoor lighting.
754 3. Buffer and landscaping requirements shall comply with Part 14 unless otherwise
approved under <cross reference>. In any case where the required buffer width exceeds
756 a setback requirement noted in this Section, the greater standard shall apply.

4.13.3 Changes to approved special exception use.

758 Any substantial change to the approved site plan or any substantial change of use
shall be reviewed by the Planning and Zoning Commission and approved by the
760 Board of County Commissioners.

4.13.4 Application for rezoning and site plan approval.

a) For properties exceeding one (1) acre, at the time application is made for rezoning, a detailed site plan shall be submitted covering the total property to be rezoned. The site plan shall be drawn to sufficient scale and shall indicate:

1. Proposed use of property.
2. Exact location of all buildings.
3. Areas to be designated for off-street parking.
4. All means of ingress and egress.
5. All proposed screens, buffers, and landscaping
6. Areas to be designated to stormwater management.

b) The Board of County Commissioners shall not rezone to RP, or approve any special use, for any lot or parcel that does not have adequate area to provide the necessary parking requirements for the use intended.

4.13.5 Off-street parking requirements.

a) The off-street parking and landscaping requirements shall be determined by the Board of County Commissioners at the time of special exception approval. Determination shall be based on the anticipated traffic generation of the use requested and the landscaping required to preserve and protect the residential character of the area.

4.13.6 Lapse of approval.

a) The approval of a special use and the associated site plan shall expire if a building permit or occupational license is not obtained within one (1) year of approval.

4.14 OP Office District

4.14.1 Zone Description:

The intent of the OP Office District is to promote orderly and logical development of land for offices and service activities, to discourage integration of noncomplementary land uses that may interfere with the proper function of the district, and to assure adequate design in order to maintain the integrity of existing or future nearby residential areas. The ultimate site must provide a low intensity of land usage and site coverage to enable the lot to retain a well-landscaped image so as to readily blend with nearby residential areas; buildings are low profile. It is intended that a minimum number of points of ingress and egress be utilized in order to reduce the traffic impact on adjacent streets and thus enhance traffic movement. The district is most generally located on arterial or collector roadways.

~~4.14.2 Site plan approval.~~

~~At time of application for rezoning, a detailed site plan shall be submitted covering total property to be rezoned. Any substantial change to said site plan must be reviewed by the Planning and Zoning Commission and approved by the Board of County Commissioners, prior to issuance of a building permit.~~

4.15 CN Restricted Neighborhood Commercial District

4.15.1 Zone Description:

This district is designated to serve those areas in Seminole County that are predominantly residential in character, but which require some neighborhood service establishments and shops. Such commercial uses permitted in this district shall be highly restrictive and designed to serve primarily the residents of the immediate neighborhood.

4.15.2 Special restrictions.

~~a) No consumption of food or drink will be permitted on the premises of any business in this zone.~~

a) All parking areas and drives used by the public shall be ~~paved~~ graded, filled, and/or compacted to support the weight of vehicles using the site, as determined by the County Engineer. All required handicapped spaces shall be paved.

b) Buffering and landscaping shall comply with Part 14. In any case where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.

c) ~~Incandescent~~ Lighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to drivers on the highways and no red or green illumination will be permitted within one hundred (100) feet of any street intersection.

d) No advertising sign shall be higher than fourteen (14) feet at its highest point above grade and there shall be a nine (9) foot clearance to the bottom of the sign. No advertising sign shall be wider than eight (8) feet. Any variance shall be approved by the Board of Adjustment after public hearing.

e) No amplification of sound shall be permitted which will carry to outside areas.

f) No business operating upon property assigned the CN zoning classification shall operate other than between the hours of 7:00 a.m. and 11:00 p.m. ~~If the building or use is adjacent to property assigned a residential zoning classification or land use designation, the hours of operation may be limited by the Board of County Commissioners or voluntarily by the property owner or developer to between 7:00 a.m. and 9:00 p.m.~~

4.16 CS Convenience Commercial District

4.16.1 Zone Description:

This district is designated to serve those areas in Seminole County that are predominantly residential in character but require convenience or grocery stores. The uses in this district shall be highly restrictive and designed to serve primarily the residents of the immediate neighborhood.

4.16.2 Special restrictions.

a) All parking areas and drives used by the public shall be ~~paved~~ graded, filled, and/or compacted to support the weight of vehicles using the site, as determined by the County Engineer. All required handicapped spaces shall be paved with asphalt or concrete.

b) Buffering and landscaping shall comply with Part 14. In any case where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.

c) ~~Incandescent~~ Lighting may be used for illuminating the parking area, advertising signs, or any portion of the property as long as the direct light is not visible to drivers on the highways and no red or green illumination will be permitted within one hundred (100) feet of any street intersection.

d) No advertising sign shall be higher than fourteen (14) feet at its highest point above grade and there shall be a nine (9) foot clearance to the bottom of the sign. No advertising sign shall be wider than eight (8) feet. Any variance shall be approved by the Board of Adjustment after public hearing.

e) No amplification of sound shall be permitted which will carry to outside areas.

f) No business located on property assigned the CS zoning classification shall operate other than between the hours of 7:00 a.m. and 11:00 p.m. ~~If the building or use on property assigned the CS zoning classification is adjacent to property assigned a residential zoning classification or land use designation, the hours of operation may be limited by the Board of County Commissioners or voluntarily by the property owner or developer to between 7:00 a.m. and 9:00 p.m.~~

g) All trash receptacles shall be screened from off-premise view.

4.17 C-1 Retail Commercial District

4.17.1 Zone Description:

This district is composed of lands and structures used primarily to provide for the retailing of commodities and furnishing selected services. ~~The regulations with it intend~~ It is intended to permit and encourage a full development range of essential commercial uses at the same time, however, protecting nearby residential properties from any possible adverse effects of commercial activity. ~~It is expected that most commercial uses in this district will occur as planned shopping centers.~~ Multifamily units such as condominiums, apartments, and townhouses and above-store "flat" housing units ~~is~~ are permitted to provide affordable housing in close proximity to employment centers. The provision of multifamily uses is limited to ~~ten (10)~~ twenty (20) percent of the total number of developable acres assigned the C-1 zoning classification net buildable area of any development site and forty-nine (49) percent of total floor area to preserve the commercial character of the District and to maintain adequate commercial uses to serve surrounding residential districts.

4.17.2 Building site area requirements.

a) Adequate space will be provided for off-street parking (segregated for commercial and residential uses), loading, and landscaping requirements. The floor area of permitted residential uses shall be incidental to commercial uses and shall not exceed fifty (50) percent of the commercial floor area. Residential floor areas will not be counted toward the floor area ratio calculation for the commercial use.

4.18 C-2 Retail General Commercial District

4.18.1 Zone Description:

This district is composed of lands and structures used primarily to provide services, supplies, and accommodations to the motorist. It is comprised of businesses that do not necessarily seek independent locations generally along major thoroughfares. Multifamily units such as condominiums, apartments, and townhouses and above-store "flat" housing units ~~is~~ are permitted to provide affordable housing in close proximity to employment centers. The provision of multifamily is limited to ~~ten (10)~~ twenty (20) percent of the total number of developable acres assigned the C-2 zoning classification net buildable area of any development site and 49 percent of total floor area to preserve the commercial character of the district and to maintain adequate commercial uses to serve surrounding residential districts.

894 4.18.2 Building site area requirements.

896 a) Adequate space will be for required off-street parking (segregated for commercial
and residential uses), loading, and landscaping requirements. The floor area of
permitted residential uses will be incidental to commercial uses and shall not
898 exceed fifty (50) percent of the commercial floor area, and residential floor areas
will not be counted toward the floor area ratio calculation for the commercial use.

900 4.19 ~~C-3 General~~ Heavy Commercial and Wholesale Industrial District

4.19.1 Zone Description:

902 This district is composed of those lands and structures, which, by their use and
location, are especially adapted to the business of wholesale distribution, storage and
904 light manufacturing. There are large space users and bear little relationship to the
County's residential areas. Such lands are conveniently located to principal
906 thoroughfares and railroads.

4.20 M-1A Very Light Industrial District

908 4.20.1 Zone Description:

This district is composed of lands so situated as to provide an area for very light,
910 clean, industrial development. The purpose of this district is to encourage and
develop industry of an exceptionally clean, non-objectionable type and to protect it
912 from encroachment of smoke, fumes, vibration, or odors of any objectionable
nature. The M-1A zoning district includes those industrial uses that include
914 fabrication, manufacturing, assembly or processing of materials that are in refined
form and that do not in their transformation create smoke, gas, odor, dust, noise,
916 vibration of earth, soot or lighting.

4.21 M-1 Industrial District

918 4.21.1 Zone Description:

This district is composed of lands so situated as to be well adapted to industrial
920 development, but where proximity to residential or commercial districts makes it
desirable to limit the manner and extent of industrial operations. The purpose of this
922 district is to permit the normal operation of the majority of industrial uses under such
conditions of operations as will protect abutting residential and commercial uses and
924 adjacent industrial uses.

4.21.2 Enclosed buildings and outside storage.

- a) All uses shall be maintained within an enclosed permanent building and any outside storage shall be in an area screened from view from adjacent property.

4.22 ~~M-2 Impact-General~~ Heavy Industrial Zoning Classification District

4.22.1 Zone Description:

This district is composed of those lands and structures which have secondary impacts or by their use and location, are especially adapted to the business of wholesale distribution, storage, light manufacturing, sexually oriented and adult uses. These users should bear little relationship to the County's residential areas.

4.22.2 Appeals.

- a) Denials of development permits relating to the permitted uses set forth at Section 30.902(s) and (t) in this zoning classification may be appealed to the circuit court in and for Seminole County, Florida.

~~4.22.3 Alcoholic beverage establishments.~~

- ~~a) The provisions relating to the M-2 zoning classification are supplemental to the land development regulations relating to alcoholic beverages establishments.~~

4.23 Special Zones

4.23.1 The following special zoning districts are accompanied by detailed standards which may include alternative subdivision and other standards. They are subject to the standards provided in Part 8: Special Zoning Districts.

- a) MUCD Mixed-Use Corridor District

- b) MM Missing Middle District

- c) R-AH Affordable Housing Dwelling District/Subdivision Standards/Administration

- d) PD Planned Development

- e) PLI Public Lands and Institutions

- f) UC University Community District

	RESIDENTIAL																UNIT OF MEASURE
	Single and Two Family Dwelling Districts									Multiple Family Dwelling Districts			Mobile Home Districts			Other	
AREA AND DIMENSION REGULATIONS	RC-1	R-1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B	R-1BB	R-2	R-3	R-3A	R-4	RM-1	RM-2	RM-3	RP	
Min. Lot Area Required	43,560	21,180	13,500	11,700	9,000	8,400	6,700	5,000	9,000				7,000	5,000	1,500	9,000	Sq. Feet
Min. Parcel/Lot Width at Building Line	120	100	100	90	75	70	60	50	75				70	50 ⁽⁷⁾	30	75	Feet
Min. Front Yard Requirement	35	25	25	25	25	25	20	20	25	25 ⁽⁴⁾	25 ⁽⁴⁾	25 ⁽⁶⁾	20 ⁽⁹⁾	20	25 ⁽¹⁰⁾	25	Feet
Min. Side Yard abutting street or road	35	25	25	25	25 / 15 ⁽³⁾	25 / 15 ⁽³⁾	20 / 15 ⁽³⁾	20 / 15 ⁽³⁾	25 15 ⁽³⁾				20 ⁽⁹⁾	20	25 ⁽¹⁰⁾	25	Feet
Min. Side Yard Requirement	20	10	10	10	7.5	7.5	7.5	5	10	25 ⁽⁴⁾	25 ⁽⁴⁾	25 ⁽⁶⁾	10 ⁽⁹⁾	10	25 ⁽¹⁰⁾	10	Feet
Min. Rear Yard Requirement	35	30	30	30	30	30	25	20	30	25 ⁽⁴⁾	25 ⁽⁴⁾	25 ⁽⁶⁾	20 ⁽⁹⁾	15	25 ⁽¹⁰⁾	30	Feet
Open Space ⁽¹⁸⁾⁽¹⁹⁾	-	-	-	-	-	-	-	-	-	25%	25%	35% 200 sq. ft. per DU	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35	35	35	35	35	35	35	35	35	35	35	60 ⁽⁵⁾	35	35	35	1 Story ⁽⁸⁾	Feet
Minimum Living Area Per Unit:	700 1200	700 1600	700 1600	700 1300	700 1100	450 700	450 700	450 700	450 700	-	-	-	-	-	-	-	Square Feet
Accessory Structures⁽¹⁾																	
Min. Front setback	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(2)	(2)	(2)	(2)	(2)	(2)	(11)	Feet
Min. Side Yard Requirement	20	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet
Min. Rear Yard Requirement	20	10	10	10	10	10	10	10	10	(2)	(2)	(2)	(2)	(2)	(2)	(2)	Feet

(1) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.
(2) Yard requirements shall be the same as those for the primary structure.
(3) Greater setbacks may be required on intersections with Street-side minimum yard shall be reduced to fifteen (15) feet for corner lots to be located on intersections without geometric restrictions or other sight limitations. If corner sight obstructions or restrictions exist due to the horizontal or vertical controls, each case shall be individually reviewed and approved by the Traffic Engineer to ensure a safe design in accordance with the AASHTO requirements.
(4) Thirty five (35) feet for two-story-
(5) No building or structure shall exceed sixty (60) feet, and FAA approval shall be obtained for buildings exceeding thirty-five (35) feet in height.
(6) Increased an additional ten (10) feet for each story over one (2)
(7) Each mobile home residence space shall be not less than five thousand (5,000) square feet and have a minimum average width of fifty (50) feet.
(8) For new construction only
(9) A setback of fifty (50) feet shall be provided from lot lines and any street right-of-way which borders the RM-1 Mobile Homes District.
(10) The entire park, except for access and egress, shall be set back twenty-five (25) feet from any property line
(11) Structure shall not project forward of the front building line of the principal structure.
(18) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.
(19) Open space features and configuration shall be consistent with the requirements of Part 69, Chapter 30.

~~To maintain visual compatibility within and between the various single family zoning classifications in terms of dwelling unit size, the above minimum dwelling unit size requirements may be increased at the time of rezoning by the Board of County Commissioners. In determining the appropriateness of larger minimum dwelling unit size requirements, the following criteria shall be considered:(1)The extent to which the increased dwelling unit size is more compatible with existing dwelling units on adjacent parcels;-and(2)The extent to which the increased dwelling unit size provides a transition from adjacent larger units, through the proposed development site, to existing smaller units or land zoned to permit smaller units in the immediate vicinity of the proposed development site-~~

	AGRICULTURE				COMMERCIAL						INDUSTRIAL			Other		UNIT OF MEASURE
AREA AND DIMENSION REGULATIONS	A-10	A-5	A-3	A-1	OP	CN	CS	C-1	C-2	C-3	M-1A	M-1	M-2	UC	PLI	
Min. Parcel Area Required	10 Acres	5 Acres	3 Acres	1 Acre	15,000	(14)	(14)	(14)	(14)	(14)	N/A	N/A	N/A	10,000	-	Sq. Feet
Min. Parcel Width at Building Line	150	150	150	150	100	-	-	-	-	-	-	-	-	-	-	Feet
Min. Front Yard Requirement	50	50	50	50	25	50	50	25	25	25	50 ⁽¹⁶⁾	50 ⁽¹⁶⁾	50 ⁽¹⁶⁾	25	25	Feet
Min. Side Yard abutting street or road	50	50	50	50	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	10 ⁽¹⁷⁾	10 ⁽¹⁷⁾	10 ⁽¹⁷⁾	25	25	Feet
Min. Side Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	0 ⁽¹²⁾	10 ⁽¹⁷⁾	10 ⁽¹⁷⁾	10 ⁽¹⁷⁾	25	25	Feet
Min. Rear Yard Requirement	30 ⁽³⁾	30 ⁽³⁾	30 ⁽³⁾	30 ⁽³⁾	10	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10 ⁽¹⁵⁾	10	10	10	25	25	Feet
Open Space ⁽¹⁸⁾	-	-	-	-	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	% of Parcel Area
Maximum Building Height	35 ⁽¹⁾	35 ⁽¹⁾	35 ⁽¹⁾	35 ⁽¹⁾	35	35	35	35	35	35	35	35	35	100	35	Feet
Structures Accessory to Residences⁽⁴⁾																
Min. Front setback	(2) (3)	(2) (3)	(2) (3)	(2) (3)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Side Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet
Min. Rear Yard Requirement	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	10 ⁽³⁾	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	Feet

(1) Silos, granaries, windmills, barns, and other structures concurrent to the operation of an agriculture enterprise may exceed the height limit.
(2) Setback shall be equal to or greater than the main residence unless setback is equal to or greater than 100 feet.
(3) Barns & structures for livestock, structures for agricultural use shall have minimum 50 ft. front, side and rear setbacks be distanced a minimum of 100 ft. from any residential structure on an adjacent lot or parcel.
(4) Accessory buildings exceeding 200 sq. ft. in size and/or 12 feet in height, and any accessory dwelling unit, regardless of size, shall meet all of the district setbacks and other requirements applicable to the main residential structure located on the same parcel.
(5) Yard requirements shall be same as for the primary structure
(12) Side yard setback may be reduced to zero (0) feet except when a side lot line abuts property assigned a residential zoning classification or land use designation.
(14) No minimum building site area required; however, adequate space will be provided for off-street parking, loading, and landscaping requirements.
(15) Rear yard setback shall be a minimum of ten (10) feet unless a rear lot line abuts property assigned a residential zoning classification or land use designation.
(16) Front yards shall be not less than fifty (50) feet in depth as measured from the front property line to any building. The twenty-five (25) feet of such yard nearest to the front property line shall be retained as a landscaped green area and remain unpaved except for normal entrance drives, <u>and shall be landscaped as required in Part 14</u> . The remaining twenty-five (25) feet of such yard may be used for the parking of passenger vehicles only. Front setbacks for property located internal to an industrial park may utilize a front yard setback of not less than twenty-five feet (25') in depth from the front property line if the <u>not less than</u> ten feet (10') of such yard nearest to the front property line is retained as a landscaped green area which is unpaved except for normal entrance drives, and that sufficient area for the loading and unloading of vehicles is provided, consistent with generally acceptable <u>accepted</u> engineering practices and principles.
(17) Rear. A rear yard of not less than ten (10) feet shall be provided except that, on a lot having a double frontage, the front yard requirements shall apply on both streets. Rear yards may be reduced to zero (0) when the rear property line coincides with a railroad siding; however, no trackage shall be located nearer than three hundred (300) feet to any residential district.
(18) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space.
To maintain visual compatibility within and between the various single family zoning classifications in terms of dwelling unit size, the above minimum dwelling unit size requirements may be increased at the time of rezoning by the Board of County Commissioners. In determining the appropriateness of larger minimum dwelling unit size requirements, the following criteria shall be considered:(1)The extent to which the increased dwelling unit size is more compatible with existing dwelling units on adjacent parcels; and(2)The extent to which the increased dwelling unit size provides a transition from adjacent larger units, through the proposed development site, to existing smaller units or land zoned to permit smaller units in the immediate vicinity of the proposed development site.

PART 5 PERMITTED USES BY ZONING DISTRICT

5.1 General Requirements

5.1.1 Table YY specifies uses that are permitted, permitted on a limited basis, permitted by special exception, or prohibited in each zoning district. Numbers in parentheses refer to footnotes following the tables.

a) Uses may be subject to additional standards or restrictions based on the applicable zoning district or as described in:

Additional Use Standards, Part 6

Supplemental Regulations, Part 9

5.1.2 Interpretation of Permitted Uses Table

a) Where permitted, uses are subject to all the provisions, conditions, and standards of this code.

b) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a permitted use within a zoning district the Planning and Development Division Manager may interpret the use as permitted. The Planning and Development Division Manager may refer to the North American Industry Classification System (NAICS) for a use interpretation. The unlisted use is subject to any additional standards applicable to the similar permitted use.

c) Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to a permitted use, the use may only be permitted if submitted to the Board of Adjustment for recommendation and approved by the Board of County Commissioners.

d) Where any cell is blank, the use is prohibited.

e) Where a use or structure is described as accessory, this means the nature of the use is customarily incidental and subordinate to a primary use on the same lot or parcel. The accessory use may only be operated in conjunction with the primary use. The primary use or structure must be established first.

f) P - Permitted Uses:

1. Indicates the specific use is permitted in the specific zoning district.

g) L - Limited Uses:

1. Certain uses may be allowed when meeting specified conditions, and after review by the Planning and Development Division Manager, subject to the terms and conditions contained herein. The Planning Manager may impose additional conditions and limitations in furtherance of the public health, safety, and welfare.

986 h) S - Special Exception

988 1. The Board of County Commissioners may permit uses designated as Special Exception
990 within a given zoning district upon making the findings of fact required by Section 3.1.5
 of this Code; providing, however, such uses may be subjected to or limited by conditions
 of the Board.

5.2 Permitted Use Table & Footnotes

992 a) See enclosed table.

5.3 Use Consolidation

994 a) Detailed use categories have been consolidates as described in the Use
 Consolidation Table.

996 b) See enclosed table.

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Residential and Lodging Uses																												
Assisted living facility			S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	S ⁵	S ⁵			<u>S</u>			P ²⁸ <u> </u>	P ²⁸ <u> </u>		<u>S</u>			
Adult living facility										<u>S</u>	<u>S</u>	<u>S</u>							P				P	P	<u>P</u>			
Bed and breakfast	S	S																					P	P	<u>P</u>			
Boarding house/ Dormitories										<u>S</u>	<u>S</u>	<u>S</u>													<u>S</u>			
Campground / RV Park/Travel Trailer Parks and Campsites																	P											
Community residential home (1-6 unrelated persons)	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	P <u> </u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	P <u> </u>	P <u> </u>	<u>L</u>		P									
Community residential home (7-14 unrelated persons)	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	S ⁵	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>											<u>L</u>			
Dormitories										<u>S</u>	<u>S</u>	<u>S</u>													<u>S</u>			
Dwelling, multiple-family										P	P	P ⁴⁶	<u>L</u>	<u>L</u>								P ²⁹	P ²⁹	P ²⁹	<u>P</u>		P ²⁹	
Dwelling, two-family or duplex									P	P	P		P	<u>L</u>														
Dwelling, single-family	P	P	P	P	P	P	P	P	P				P	<u>L</u>	P				P									
Dwelling unit, accessory	P	<u>P</u>	<u>L</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>																				
Guest cottage		P	P	S	S	S	S	S	S																			
Dwelling unit, accessory for employee																	<u>L</u>		S			<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>S</u>	
Farmworker housing	S	S																										
Above-store or above-office flat																			S ⁵⁶			P	P	P				
Living quarters in conjunction with a commercial, occupied by owner, operator or employee.																						S	S	S				
Living quarters for guards, custodians, and caretakers			P														P ²³							S		P	P	P
Group home, Other										S	S				P										<u>S</u>			
Guest or tourist home ⁷	S					S	S	S	S																<u>S</u>			
Hotels & motels (exc. Bed & breakfast)												P ⁴²				P							P	P			P	P
Home Occupation	P	P	P			P	P	P	P																			
Home Office	P	P		P	P	P	P	P	P				<u>P</u>															
Live-Work Unit														<u>L</u>											<u>P</u>			
Mobile homes	<u>L</u>	<u>L</u>													P	P	P											
Manufactured home	<u>L</u>	<u>L</u>													<u>P</u>	<u>P</u>	P											
Transient parking of recreational vehicles, campers, etc.	L	L									S						P											

Public and Civic Uses																												
Cemetery or mausoleum	<u>S</u>	S																										
Child-care facilities																												
Family Day Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>	P	P	P								P			
Day Care Center		S				S	S	S	S				<u>S</u>	<u>S</u>	S				P			P	P	P	<u>P</u>		P	P
Civic Assembly																												
Neighborhood	<u>S</u>	<u>L</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>L</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>L</u>	<u>P</u>	<u>P</u>
Community	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>L</u>	<u>L</u>	<u>P</u>	<u>P</u>	<u>L</u>	<u>L</u>	<u>L</u>
Regional																						<u>S</u>	<u>S</u>	<u>L</u>				
Places of Worship	S ⁸	P	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S	S	S							P			P	P	P			P	P
Educational Buildings associated with Place of Worship				S ⁸	S ⁸														P									
Private clubs, lodges, fraternal organizations		S																	S ³⁶			P	P	P			P	P
Fire Stations																			P	P	P	P	P	P				
Libraries																				P	P	P	P	P				
Medical facilities																												
Hospital		S ¹²										S							S ³⁶			S	S	S	<u>S</u>			P
Clinic, Medical or Dental																		S	P	P	P	P	P	P	<u>P</u>	P		P
Retail Pharmacy																				P	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>L</u>	<u>P</u>	<u>P</u>
Pain management clinic																								P			P	P
Residential facility, nursing home or rehabilitation center												S							S ³⁶			S	S	S	<u>S</u>			P
Parks or Open Areas	P ²	P																	P						<u>P</u>			
Parks and Recreational Areas, Publicly Owned and Operated			S	S	S	S	S	S	S						S													
Recreational Facilities, Private		P ¹³		S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷			S ¹⁷	S ¹⁷	S ¹⁷	S ¹⁷					P	P	<u>P</u>	S ⁴³	S ⁴³	S ⁴³
Community Buildings, accessory			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>							<u>P</u>				
Schools																												
Free-standing Kindergarten and/or VPK program		S				S	S	S	S				<u>S</u>	<u>S</u>	S				P						<u>P</u>			
Elementary school, Public or private	P	P	P	P	P	P	P	P	P	P	P	P		<u>P</u>	P	P	P		P	P	P	P	P	S	<u>P</u>	S		
Middle school, Public or private		S	S	S	S	S	S	S	S	S	S	S		<u>S</u>	S	S	S		P	P	P	P	P	S	<u>P</u>	S		
High school, Public or private		S	S	S	S	S	S	S	S	S	S	S		<u>S</u>	S	S	S		P	P	P	P	P	S	<u>S</u>	S		
Vocational, business and professional (non-industrial)																			S ³⁵						<u>S</u>	P	P	P
Industrial Trade Schools																								P			P	
College or university		S																							<u>S</u>			

P Permitted
L Limited Uses
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Commercial Uses																															
Automobile sales & service																															
Car wash																								P	P				P	P	
Automobile, mobile home, and RV sales (excludes repair)																								P	P				P	P	
Automobile service & repair																									P				P	P	
Mechanical garages, bus, cab and truck repair, and storage																								S	P				P	P	
Paint & body shop																								S	P				P	P	
Bank																				S ³⁶				P	P	P	P				
Convenience store																	L ⁴⁸						P	P	P	P	P				
Self-service gasoline pumps as an accessory use																						S	S	S	S					P	
Contractors establishments with no outside storage																								S	S						
Dry cleaning (pick-up and drop-off only)																							P ³⁰	P ³⁰	P	P					
Food and Beverage																															
Alcoholic beverage establishment																							S	S	S	S		S	S	S	
Delicatessen / Café																						P	P	P	P	P	P	P	P	P	
Ice cream / Coffee / Tea shop																						P	P	P	P	P	P				
Restaurant, drive-through																								S							
Restaurant, standard																							P	P	P	P		P	P	P	
Funeral home																				S ³⁶				P	P	P	P		P	P	
Indoor recreation																							P	P	P	P					
Museum																							P	P	P	P					
Studios, Physical Fitness (includes dance, martial arts)																						P	P	P	P	P	P		P	P	P
Indoor assembly and entertainment																															
Theaters and Cinemas																							P	P	P	P			P	P	
Commercial Kennels	S	S																						P	P				P	P	
Laundry, self-service																							P	P	P	P	P				
Office uses												P							S	P	P	P	P	P	P	P		P	P	P	
Office showroom																									P				P	P	
Outdoor advertising signs (Billboards)																								L	L						
Outdoor entertainment and assembly																															
Theater, drive-in																								S							
Stadiums, racetracks, and speedways		S ¹⁴																													
Outdoor recreation and amusement uses, intensive		P ¹³															L ⁴⁹							P	P	P					
Outdoor recreation uses, extensive	S ⁹	S ⁹															L ⁴⁹														
Outdoor storage of merchandise and/or materials																								P ⁴⁴	P ⁴⁴		P ⁴⁴	P ⁴⁴	P ⁴⁴		
Personal Services																							P	P	P	P	P				
Retail Sales/Services																							P	P	P	P	P				
Light Retail																						P	P	P	P	P	P	L ⁵¹			
General Retail																								P	P	P	P	L	P	P	
Grocery store																							P	P	P	P	P				
Agricultural Supplies Feed stores																									P				P	P	
Building and plumbing supplies																								P	P						
Flea market																									S						
Furniture warehouse with retail sales																								P	P				P	P	
Marine sales and service																								P	P				P	P	
Printing and book binding shops																								P	P	P	P	P	P	P	
Retail, rural																															
Produce stand	P ⁴	P ⁴																													
Temporary sale of agricultural products																						S ²⁷	S ²⁷	S ²⁷	S ²⁷	S ²⁷					
Sexually oriented businesses																														P	
Studios, Radio/television (excluding towers)																							P	P	P	P	P	P	P	P	
Studios, Artist (includes music, photographic)																						P	P	P	P	P	P	P			
Veterinary Clinic ¹		S ¹²																					P	P	P	P			P	P	

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Industrial Uses																												
Automobile wrecking lots																											S	S
Bottling and distribution plants																							P			P	P	P
Cabinetry and woodworking shops																							P			P	P	P
Data processing services																							P			P	P	P
Incineration of organic materials		S																										
Junk and Recycling Yards Storage or bailing of rags, iron, paper, or																											S	S
Laundry and dry cleaning plants																							P		P ⁴⁰	P ⁴⁰	P	
Lithography and publishing plants																							P			P	P	
Machine shops																										P ⁵⁰	P ⁵⁰	P ⁵⁰
Machinery sales and storage																							P			P	P	
Manufacturing, <u>Light</u>																										P	P	P
Manufacturing, <u>Heavy</u>																											S	S
<u>Soap</u>																											S	S
<u>Feed Mill</u>																											S	S
<u>Fertilizer</u>																											S	S
Concrete block plants and redi-mis concrete plants																											S	S
<u>Animal Processing Stock Yards or slaughter of animals</u>																											S	S
Water-based and/or epoxy-based coatings, adhesives, sealants and paints																											P	P
Sawmill		S																										
Storage																												
Contractors' equipment storage yards																							P			P	P	
<u>Self-service storage</u>																							P		P ⁽⁶⁰⁾	P	P	
Testing of materials, equipment and products																										P	P	P
Trade shops (including upholstery, metal)																								P			P	P
Warehouse and Distribution																								P		P ⁴¹	P ⁴¹	P
Cold storage and frozen foodlockers																								P		P	P	P
Lumber Storage and Distribution																						S	P				P	P
Wholesale storage of flammable liquids or gases																											S ⁴⁵	S ⁴⁵
Wholesale meat and produce distribution																								P			P	P

Infrastructure and Transportation																														
Airplane landing field or heliport		S																									S	S	S	
Communications tower, camouflage design																					P	P	P				P	S	P	
Communications tower, general	S	S	S	S	S	S	S	S	S	S	S	S			S		S		S	S	S	S	S	S	L ³³		L ³³	L ³³	L ³³	
Landfill, Sanitary		S																										S	S	
Parking garages or lots, primary use																				P			P	P	P ⁽⁵⁹⁾			P	P	
Sewage treatment and related facilities, public		S															P ²⁰													
Sewage and/or water treatment plant, subdivision				S	S	S	S	S	S						S				S											
Solid waste transfer, storage and recovery station																												S	S	
Solar Energy Systems (ES)																														
Roof-Mounted Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Building-Integrated Solar	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Ground-Mounted Solar, Accessory	P	P	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Ground-Mounted Solar, Medium	P	P																	S					S	S		P	P	P	
Ground-Mounted Solar, Large	P	P																									S	S	S	
Temporary asphalt plants for public road construction		S																												
Truck Terminal																											P	P	P	
Utility and service structures, public	S	S	S	S	S	S	S	S	S							P			S			S	S	S	S		P ⁴²	P ⁴⁵	P	
Water treatment plant		S														P ²⁰														

Agricultural and Other Uses																												
Agriculture uses generally	p ³	p ³																										
Commercial Pig Farm		S																										
Fruit and Vegetable Cultivation		p	p																									
Poultry and livestock production (except pigs)	p	p ³																										
Fishing hatcheries or fish pools	p	p																										
Truck Farm		p																										
Equestrian Facilities																												
Keeping of horses for use of occupant	<u>p</u>	<u>p</u>	S																									
Riding stables limited to 10 lessons and/or customers per day	p	S ¹⁵																										
Riding stables exceeding 10 lessons and/or customers per day	S																											
Nurseries, Greenhouses, and Silviculture																												
Landscape contractor accessory to wholesale nursery or tree	p	S																										
Greenhouses - Wholesale Only	p ¹⁰	p ¹⁰																		p					p	p		
Plant nursery - Wholesale Only	p ¹⁰	p ¹⁰																		p	p	p				p	p	
Plant nursery - Retail																				p	p	p				p	p	
Plant nursery -- on-site produce ONLY	L	L																										
Tree Farm	p	p																										

P Permitted
L Limited Uses
S Special Exceptions

Footnotes: (DRAFT 3/14/2022)
1. No overnight boarding except for animals being treated on the premises
2. Publicly and privately owned passive parks.
3. Agricultural operations and attendant structures; greenhouses (not involved with retail sales to the general public); including, but not limited to, poultry production, apiculture, dairy farms, plant nurseries, dairies, silviculture (including fish hatcheries and bait production); groves and farms for the cultivation and propagation of citrus, vegetables, fruits, berries, nuts, grass sod and trees; pastures and grasslands for cultivation and propagation of livestock. Barns, sheds, silos, granaries, and related agricultural structures.
4. Roadside stands for the sale of fruits, vegetables and similar products produced on the premises, provided such stand is placed no closer than twenty-five (25) feet to a property line.
5. Community residential homes having seven (7) to fourteen (14) unrelated residents, provided that the location does not create an over-concentration of such homes or substantially alter the nature and character of the area, all as defined in Florida Statutes as amended from time to time.
7. Guest or tourist homes when located on state or federal highways.
8. Churches and their attendant educational and recreational buildings and off-street parking.
9. When making use of the land with nominal impacts to natural resources as determined by the Planning Manager.
10. Plant nurseries and greenhouses not involved with retail sales to the general public.
12. Hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes when such facilities and homes are approved and licensed by the State of Florida.
13. Neighborhood recreation areas, when approved as part of a subdivision plat.
14. Privately owned and operated recreational facilities open to the paying public, such as, athletic fields, stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility thereto.
15. Riding stables, provided that no structure housing animals is located nearer than one hundred (100) feet from a property line.
17. Private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager.
20. Where no other such facilities are available. Must be located within the park and not closer than two hundred (200) feet from any property line. All such facilities shall conform to State and County water and sewer plant regulations and shall be enclosed with a six (6) foot chain-link fence and shielded by screen planting.
27. Parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary.
28. Use limited to FAR of 0.35
29. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification. Residential uses in C-1 and C-2 are limited to twenty (20) percent of net buildable area and forty-nine (49) percent of floor area.
30. 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.
33. Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height. Communication towers when monopole in design if the tower is over one hundred forty (140) feet in height may be permitted by Special Exception.
35. Private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
36. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required.
40. Only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
41. Provided no storage is done outside an enclosed structure
42. 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.
43. Recreational facilities provided by an employer within the district for the exclusive use of employees, their families, and guests.
44. Outside storage of parts, supplies or materials shall be permitted only in an enclosed or fenced area.
45. Wholesale storage of gasoline, liquefied petroleum, gas, oil, or other inflammable liquids or gases, provided they meet the regulations of N.F.P.A. and the Seminole County Building Code and, further, that all overhead storage tanks are diked.
46. Apartment dwellings having no commercial business connected therewith, but may be equipped to serve meals to their tenants.
47. Motels, when located on officially designed State or Federal highway. Facilities may be provided for serving meals but shall be operated only in conjunction with the operation of the motel.
48. A service store, with living quarters, if desired, to provide groceries, bottle gas, a snack bar, and supplies for occupants of the park.
49. Recreational facilities, such as, golf courses, swimming pools, tennis courts, marinas, etc. Petroleum products may be sold in marina areas only for marina use.
50. Using only electrically fired forges
51. 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.
59. Subject to landscaping and screening requirements of the MUDC district.
60. Limited access self-storage facility, subject to standards Part 9, Section 9.7
61. Limited Access and Multiple Access Self-storage facilities, subject to standards in Part 9, Section 9.7

Use consolidate:

Indoor recreation
Bowling Alley
Museum
Historical and cultural exhibits
Dance and music studios

Indoor Private Assembly and Entertainment
Arenas
Theaters
Cinemas
Banquet halls

Office uses
Architects
Attorneys
Engineering
Finance offices (accounting, auditing, bookkeeping)
Insurance
Medical and dental
Office showroom
Real estate
Telephone business offices and exchanges

Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP
Only mentioned in RP

Retail sales and services, light
Book, stationery, and newsstands
Candy Stores and ice cream shops
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores
Locksmiths
Luggage shops
Pharmacies Drug and sundry stores
Sporting goods
Tobacco shops
Toy stores
Wearing apparel shoes

Personal Services
Barber and beauty shops
Shoe repair
Tailoring shops
Watch and clock repair

Retail sales / service uses (general)
Appliance stores
Bakeries
Pet stores
Employment agencies
Furniture stores
Hardware stores
Quick print shops

Light industrial uses (exc. Water treatment plant)
Bottling and distribution plants
Cold storage and frozen foodlockers
Data processing services
Laundry and dry cleaning
Machine shops
Assembling of metal, plastic or cardboard containers
Testing of materials, equipment and products
Cabinetry and woodworking shops

Manufacturing, Light
Garments
Photographic equipment and supplies
Bakery products
Boats
Ceramics, pottery (using electrically fired kilns)
Chemical products and processing
Dairy products
Electrical machinery and equipment

Furniture
Glass and glass products (using electrically fired kilns)
Pharmaceutical products
Shoes and leather goods (exp leather processing)
Brooms and brushes
Candy and confectionaries
Cosmetics and toiletries (exp soap)
Candles
Jewelry
Optical equipment
Perfume
Precision instruments and machinery
Plastic products (exp pyroxylin)
Silverware
Spices and spice packing
Stationary
Toys
Electronic equipment and assembling
Assembling of metal, plastic or cardboard containers

Outdoor recreation uses, extensive
Country Club
Golf Course
Golf Driving Range
Gun club
Fishing club or camp
Marina

Outdoor recreation uses, intensive
Swimming pools
Tennis Sports courts (e.g. Tennis, Basketball, Pickleball, Volleyball, Handball)

PART 6 ADDITIONAL USE STANDARDS

- 998 6.1 Accessory Buildings and Uses
- 1000 6.1.1 Accessory uses ~~when may be permitted~~ are intended to complement any permitted uses and are designated to be for the primary use of employees and/or clients of the office occupants.
- 1002 a) Accessory uses. Shall include, but not be limited to: Drafting service or quick reproduction service, cafeteria and/or coffee shop, nurse's station, snack bar or
- 1004 sales of non-prescription health and pharmaceutical products ~~apothecary~~.
- 1006 b) Location. Accessory uses shall be included as tenants within a principal office building and shall not be permitted to occupy separate buildings.
- 1008 c) Floor area permitted. Accessory uses shall not occupy more than twenty (20) percent of the floor area of any building.
- 1010 d) Other restrictions. No display of advertising signs or merchandise which is visible from outside the building or an individual outside entrance shall be permitted for any accessory use.
- 1012 e) Accessory uses as described above are permitted in the following zones:
1. OP Office District
- 1014 2. R-3A, R-3, and R-4 Multiple-Family Dwelling Districts
- 1016 f) The determination of whether a use is accessory shall be made by the Development Service Director based on the intended use, size, and transportation impacts.
- 1018 6.1.2 Accessory buildings and uses in residential areas – SEC. 30.1345
- 1020 a) When an accessory building is attached to a main structure by a breezeway, passage, or otherwise, it shall comply with dimensional requirements of the main building.
- 1022 b) ~~In the case of corner lots, the lot shall be treated as having front yards on any side abutting a road right-of-way.~~
- 1024 c) In any residential area, no commercial kennels nor any livestock or fowl, other than backyard chickens in compliance with Section (insert reference), may be
- 1026 housed or pastured closer than one hundred fifty (150) feet to any lot line nor may any commercial production of any stock, animal, or fowl be permitted.

d) In the case of double frontage lots and where there is a conforming six (6) feet high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback. Specific to RC-1: Any structure used to stable horses shall maintain a minimum setback of fifty (50) feet from property lines and a minimum setback of one hundred (100) feet from any residential structure on an adjacent lot or parcel

e) Accessory building shall not be larger the principal building in terms of mass, size, and height

f) An accessory building or structure greater than 200 square feet and twelve (12) feet. in height shall comply with the following architectural standards: the exterior and roof (if any) shall be comprised of materials commonly use throughout Seminole County in single family residential construction, such as stucco, brick, vinyl, aluminum or wood for the siding or walls and shingles, tiles or corrugated metal for the roof.

g) The size limitation of accessory buildings or structures, when secondary to single family residential uses, is further limited as follows: Each detached accessory building or structure shall not exceed 600 square feet or 50 percent of the living area of the principal building, whichever is greater (or less).

6.1.3 Accessory Dwelling Units

a) Accessory Dwelling Units Generally.

1. It is the purpose of this Section to allow accessory dwelling units (ADUs), as defined in Section 2.3, with appropriate regulations, in all Single Family, Agricultural, and Rural districts; and in Planned Developments which are approved for single family use. It is also the purpose of this Section to create a regulatory framework that encourages the development of ADUs that are rented on the local housing market to residents of unincorporated Seminole County. The County adopts the view of the Florida Legislature as stated in Section 163.31771, Florida Statutes, pertaining to the need to encourage the permitting of ADUs in single family residential areas in order to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons.

2. On any lot or parcel containing an ADU, either the principal dwelling or the ADU shall be occupied by the owner of the property. ADUs shall not be subdivided or otherwise conveyed into separate ownership from the principal dwelling. ADUs shall be rented or leased for a minimum period of thirty (30) days.

3. An existing home may be utilized as an ADU upon construction of an additional unit at least two hundred eighty-five percent (285%) of the size of the original unit. Except as authorized under Section 5.19(b), an existing structure to be converted to an ADU may be no larger than 1,000 square feet.
4. The provisions of this Section permitting ADUs do not authorize persons to violate applicable restrictive covenants or homeowner association rules and regulations. The County does not police or enforce private restrictive covenants or homeowner association rules and regulations. Persons obtaining approval for ADUs are solely responsible for compliance with all applicable restrictive covenants and homeowner association rules and regulations.
5. ADUs shall not be permitted in association with nonconforming residential development in the Industrial, Commercial, Office, and Higher Intensity Planned Development (HIP) future land use designations.
10766. The Board of Adjustment shall not consider variances related to ADU size, or minimum area and width of any lot where an ADU is proposed.
10787. A minimum of one (1) off-street parking space shall be provided for the ADU, located on the same lot or parcel and served by the same driveway as the principal dwelling unit. This space shall be paved or covered with a stabilized surface acceptable to the County Engineer. No ADU parking space shall be located within a required buffer or setback area, or to the rear of the unit.
8. Impact Fees.
- 1084 a. If used for affordable rental purposes, impact fees for an ADU shall be waived or reduced as dictated by the adopted Impact Fee Rates/Schedule. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons. Seminole County will require deed restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes.
- 1094 b. If an ADU is not used for affordable rental purposes or the application does not include an affidavit which attests to the ADU as an affordable rental, impact fees will be assessed as dictated in the Seminole County Impact Fee Rate Schedule.
- 1096

b) Accessory Dwelling Units in A-3, A-5 and A-10.

10981. ADUs in A-3, A-5, and A-10 shall be permitted by right subject to requirements stated in
Section 30.102(k). the following requirements:

1100 a. No more than one (1) accessory dwelling unit shall be permitted on any
parcel or lot;

1102 b. Except as provided in Section 5.19(b), total floor area of the accessory
dwelling unit shall not exceed thirty-five (35) percent (35%) of the gross
1104 floor area of the main residence; or 1,000 square feet, whichever is less;

2. A manufactured home, as defined in Section 2.3, may be permitted as an ADU on
1106 property where the principal structure is also a manufactured home.

3. The moving hitch, wheels, axles, and transporting lights shall be removed from a
1108 manufactured dwelling unit and skirting shall be placed around the base, in compliance
with any regulations of the National Flood Insurance Program, to ensure neighborhood
1110 compatibility.

c) Accessory Dwelling Units in Other Districts.

1112 1. ADUs shall be permitted in all R-1 districts, RC-1, and A-1, subject to administrative
approval by the Planning & Development Division Manager. In addition, ADUs shall be
1114 permitted in the PD zoning district, subject to administrative approval by the Planning &
Development Division Manager, on lots designated for single family residential use,
1116 having a minimum lot area of 5,000 square feet and fifty (50) feet in width.

2. An ADU shall be architecturally compatible with the principal dwelling unit and subject to
1118 the same building code requirements. The following criteria shall be met, as applicable:

a. The ADU must have a complementary appearance to that of the principal
1120 structure. This may be achieved through use of the same natural
materials used to construct the primary structure such as wood, stone,
1122 and/or manufactured products such as brick, stucco, or decorative
concrete block. Also, architectural elements such as awnings, parapets,
1124 decorative molding, and windows may be utilized to create compatibility
and consistency between the appearance of the principal dwelling unit
1126 and an ADU.

b. Building elevations shall be provided for review prior to issuance of
1128 permits.

3. Impervious coverage for any lot or parcel wherein an ADU is constructed shall not
1130 exceed the following limits:

Zoning District	Maximum Impervious Coverage*
RC-1, A-1	30%
R-1BB	65%
R-1B	60%
R-1	50%
R-1A	40%
R-1AA	40%
R-1AAA	40%
R-1AAAA	30%
PD	**
<p>*The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design (excludes Planned Developments).</p> <p>**The per-lot impervious coverage provided for by the approved Master Stormwater Management System Design for the Planned Development.</p>	

1132 6.1.4 Accessory buildings in agricultural zones – SEC 30.110

1134 a) Buildings or structures which are not intended to be used for the housing or
1136 shelter of livestock or ~~poultry~~ fowl and which are accessory to the residential use
1138 shall maintain the same front and side yards as the main structure and shall
maintain rear yards of a minimum of ten (10) feet. Accessory buildings or
structures shall not project beyond the established building line unless set back a
minimum of one hundred (100) feet from the front property line.

1140 b) Buildings or structures which are intended for use or used for the housing or
shelter of livestock or ~~poultry~~ fowl and silos, granaries, windmills, barns and
1142 similar structures in conjunction with the operation of an agricultural use shall
observe a minimum setback of fifty (50) feet from any property line and be
1144 spaced a minimum of one hundred (100) feet from any residence on an adjacent
lot or parcel

6.1.5 Accessory uses in RM-1 District

a) Mobile home lots may include such accessory uses as are customarily utilized by mobile home occupants. These shall include accessory storage buildings and carports. Such accessory buildings shall have no sanitary plumbing (i.e., kitchen sinks, commodes, bathtubs, showers, or kitchen facilities, but laundry tubs or washing machine connections are permitted). Screened porches or cabanas provided they are attached to the mobile home. Total additions to the living area shall be limited to equal square footage of the mobile home, but shall not exceed eight hundred (800) square feet. Other accessory uses shall not exceed five hundred (500) square feet.

6.1.6 Accessory uses in RM-2 District – SEC.30.324

a) Mobile home sites may incorporate screened porches, cabanas, and carports with utility areas attached to the mobile home.

6.2 Accessory Housing for Employees

6.2.1 Applicable to RM-3

a) One (1) house or mobile home is permitted as office and housing for the operator of the park. Additional houses or mobile homes may be permitted for night watchman or security guards on approval of the Board of Adjustment.

6.2.2 Applicable to the OP Zoning District

a) A single-family dwelling unit may be permitted in connection with a permitted use provided said use is occupied only by the owner or operator of the business. When permitted, the residence shall be either above the office or attached to the rear; no detached residence shall be permitted, and no residence shall occupy ground-floor frontage.

6.2.3 Applicable to Commercial Zoning Districts

a) The Board of County Commissioners may authorize living quarters, in conjunction with a commercial use, to be occupied by the owner or operator of the business or an employee.

6.2.4 Applicable to the M-1A Zoning District

a) Living quarters for guards, custodians, and caretakers are permitted when such facilities are accessory uses to the primary use of the premises.

1176 6.2.5 Applicable to the M-1 Zoning District

1178 a) The Board of County Commissioners may authorize the parking and location of a
mobile home or house trailer to provide quarters for a watchman or security
guard after study of the area and review of the conditions pertaining to the need.

1180 6.3 Additional Use Standards specific to Agricultural Zones

a) Uses by general permit in agricultural zones – Sec 30.112 & 30.130

1182 b) Special Exceptions – A1 Zone

1. A manufactured home may be permitted as a Special Exception without a specific
time limit on a lot or parcel of record subject to the following requirements:

- a. Only one (1) single-family manufactured home may be permitted.
- b. It shall bear a seal certifying that it is built in compliance with the federal
Manufactured Home Construction and Safety Standard Act.
- c. It shall be subject to all applicable regulations of the zoning classification
(i.e., setbacks, land uses).
- d. Where installation of a septic tank is proposed, an acceptable percolation
and depth-of-water-table test shall be submitted at the time of
application.
- e. If the proposed site is known to be in a flood prone area, an acceptable
plan shall be submitted at time of application which details steps to
prevent hazard to health and property.
- f. An approved single-family manufactured home shall be firmly anchored
in accordance with all applicable codes and shall have skirting installed
to screen the underside of the structure.
- g. The moving hitch, wheels and axles and transporting lights shall be
removed from a manufactured dwelling unit and skirting shall be placed
around the base, in compliance with any regulations of the National
Flood Insurance Program, to ensure neighborhood compatibility. [Moved
from Sec. 30. 127 & 30.108]

1204 ~~c) An accessory dwelling unit (ADU) may be approved subject to the requirements of
Section 30.1345(g). [Superseded by new ordinance]~~

6.4 Temporary Uses

6.4.1 Carport/garage/yard sales – SEC. 30.1351

6.4.2 Permits for site specific special events, outdoor sales of merchandise, ~~and~~ temporary package storage permits, and mobile food vendors – SEC. 30.1378

3. Mobile food vendors.

a. Purpose and Intent. These regulations are intended to establish requirements for the sale of prepared foods on a temporary basis from motorized vehicles, trailers, carts and other movable devices, within specified commercial zoning districts. No formal permit or approval shall be issued by Seminole County for a particular property or mobile food vendor, but all required documentation, including licenses and owner authorization, shall be in the vendor's possession at all times while in operation, and shall be provided to any County official upon request. Mobile food vendors not in compliance with paragraphs (c) and (d) below shall be prohibited unless approved as part of a Special Event Permit under Sec. 30.1378(1).

b. Exemptions. Specifically excluded from these regulations are the following:

1. Produce stands in agricultural zoning districts.
2. Ice cream trucks and similar vehicles operating on public streets.
3. Food sales on active construction sites not accessible to the public.
4. Sales of non-food items in any district.

c. General Requirements. All mobile food vendors shall meet the following requirements:

1. Mobile food vendors shall be permitted in C-1, C-2, C-3 and M-1 districts, but may also be allowed in the Planned Development (PD) district where an approved master development plan permits general retail commercial uses, and where mobile food vendors are not specifically prohibited through a development order.
2. Mobile food vendors shall not operate on vacant lots or within 100 feet of any structure containing a residence. Operation of an individual vendor at any location shall be limited to three (3) consecutive days and a total of twelve (12) days in any calendar month.
3. Except as provided herein, mobile food vendors shall not occupy any of the following:

- 1240 i. Site entrances, exits, and driveway aisles.
- 1242 ii. More than 10 percent of parking spaces required under Section 30.1221.
- 1244 iii. Buffers required under Part 67, Chapter 30.
- 1246 iv. Open space areas required under Part 69, Chapter 30.
- 1248 v. Stormwater retention areas, drainage easements, and related facilities.

1246 However, the Development Services Director may reduce or eliminate the

1248 above restrictions where it is demonstrated that the food vendor activity

1250 does not significantly impair the functioning of the development site with

1252 respect to the applicable provisions of this Code. In doing so, the Director

1254 may establish conditions as necessary to meet the purpose and intent of

these provisions. Any such waiver shall be valid for a ninety (90) day period,

but may be extended at the Director's discretion. Waivers shall be made in

writing, and shall include specific location, effective date, and expiration

date.

- 1256 4. Tents and/or canopies exceeding 100 square feet, and electrical wiring
- outside of vehicles shall be prohibited.
- 1258 5. Outdoor amplification of sound shall be prohibited.
- 1260 6. Business activity shall be prohibited during the hours of 11:00 p.m. to 7:00
- a.m.
- 1262 7. Overnight parking of mobile food vendor vehicles shall be prohibited.
- 1264 8. Signage is limited to information painted on or otherwise affixed to mobile
- food vendor vehicle; and no freestanding signs shall be permitted.
- 1266 9. All mobile food vendors shall obtain the required license(s) from the State
- of Florida and a business tax receipt (BTR) from Seminole County.
- 1268 10. All mobile food vendors shall obtain a notarized letter from the property
- owner authorizing the mobile vendor activity. This letter shall note
- specific calendar days when the individual vendor may operate on the
- property, and confirm access to on-site restrooms for patrons of the
- 1270 vendor. Where on-site restroom access is not available, mobile food
- vendors shall operate only under a Special Event Permit in accordance with
- Sec. 30.1378(1).

- 1272 d. Additional Requirements. All mobile food vendors utilizing electricity for any
1274 purpose, and/or gas or open flames for cooking, shall meet the following
requirements:
- 1276 1. Each vendor shall obtain an annual fire inspection from the Seminole
County Fire Prevention Bureau.
 - 1278 2. Vendors shall maintain current inspections for NFPA 96 hoods and fire
extinguishers.
 3. Cooking equipment shall comply with NFPA 96.
 - 1280 4. Class K Fire extinguishers shall be provided for the protection of cooking
appliances that use combustible cooking media.
 - 1282 5. A minimum of one portable fire extinguisher with a rating of not less than
2-A: 10-B: C shall be provided.
 - 1284 6. Electrical equipment and installations shall comply with NFPA 70, National
Electrical Code.
 - 1286 7. Externally mounted generators, when in use, shall be isolated from the
public by either physical guards, fencing, or enclosures.

1288 6.4.3 Temporary sales office in new subdivisions – Sec 30.1357

1290 6.4.4 Temporary Uses in Agricultural Zones

1292 a) It is the intent of this section that uses listed in subparagraphs (1) through (d) be
of a temporary nature, but all uses listed herein may be allowed in the A-1, A-3,
1294 A-5, and A-10 zoning districts, after review by the Planning and Development
Division Manager, subject to the Limited Use process described in 5.1.2-g. The
1296 Manager may impose additional conditions and limitations in furtherance of the
public health, safety, and welfare. Limited uses are as follows:

- 1298 1. Temporary occupancy of a mobile home or recreational vehicle while a permanent
dwelling is under construction subject to the following criteria:
 - 1300 a. An appropriate building permit, as required by the County, shall be
secured prior to placement and occupancy of a mobile home or
recreational vehicle.
 - 1302 b. The residence shall be actively under construction and inspection during
the period a mobile home or recreational vehicle is on the property.

- 1304 c. Permit to place and/or occupy a mobile home or recreational vehicle is
1306 limited to a one (1) year period; however, said permit may be renewed by
the Growth Management Director for one (1) additional period of up to
one (1) year.
- 1308 d. Prior to final inspection of the residence, the property owner shall furnish
1310 the Planning and Development Division with acceptable evidence as to
the date and method that the mobile home will be removed; and,
1312 provided further, that said mobile home shall be removed within thirty
(30) days after final inspection of the residence.
- 1314 2. Temporary occupancy of a mobile home or recreational vehicle may be permitted on the
same lot with a single-family residence for housing a chronically ill relative or a practical
nurse subject to the following:
- 1316 a. That a hardship is substantiated by documentary evidence, such as,
medical records, doctor's recommendations, etc.
- 1318 b. That permits normally be limited to a maximum two (2) year period
1320 unless the ~~Growth Management~~ Development Services Director, or the
Board of County Commissioners on appeal, determines that the medical
1322 hardship results from a chronic illness that may continue to exist for an
undetermined period of time. In such cases approval may be granted for
1324 a period in excess of two (2) years; provided, however, that the mobile
home shall only be occupied by the chronically ill relative for which the
approval was granted or the practical nurse who provides medical care
1326 for the chronically ill relative.
- 1328 3. Temporary occupancy of a mobile home or recreational vehicle may be approved for
housing a night watchman for a nonresidential use in the A-1 Agriculture District subject
to the following criteria:
- 1330 a. Where it can be substantiated by documentary evidence that chronic
vandalism occurs.
- 1332 b. That such use is immediately necessary.
- 1334 c. That the permit be limited to a one (1) year period; however, when
substantiated, the Growth Management Director may approve one (1)
additional period of up to one (1) year.
- 1336 4. Temporary occupancy of a mobile home or recreational vehicle may be approved for a
member or members of the family subject to the following:

- 1338 a. A mobile home or recreational vehicle shall be placed on the same lot or
parcel as the family residence.
- 1340 b. The necessity or hardship shall be substantiated by documentary
evidence.
- 1342 c. That permits be limited to a one (1) year period which may be renewed
by the Growth Management Director for successive one (1) year periods
1344 after review of the necessity or hardship.

6.5 Automobile service stations – Sec 30.1352

1346 6.6 Alcoholic beverage establishments – Sec 30.1353

b) Performance standards.

- 1348 3. Landscaping and buffer requirements. ~~Active/passive buffer setback standards~~
(Section 30.1232) shall be applied to On property where an on-premise
1350 consumption alcoholic beverage establishments is the sole use of the
development site, the opacity of all required buffers under Section 30.1286
1352 shall be increased by 0.2. However, these standards this requirement shall not
apply to on-premise alcoholic beverage establishments that are part of a
1354 planned shopping center unless the ~~Board of Adjustment~~ Planning and Zoning
Commission finds that off-site impacts require such ~~setbacks~~ additional
1356 buffering.

6.7 Communication Antennas/Towers

- 1358 6.7.1 Legislative purpose and intent – SEC. 30.1362
- 6.7.2 Applicability/Administration – SEC. 30.1363
- 1360 6.7.3 Performance Standards – SEC. 30.1364
- 6.7.4 Design Criteria – SEC. 30.1365
- 1362 6.7.5 Abandonment – SEC. 30.1366
- 6.7.6 Communication Antennas – SEC. 30.1367
- 1364 6.7.7 Co-location of communication tower antennas – SEC. 30.1368
- 6.7.8 Certification of compliance with FCC NIER standards – SEC. 30.1369
- 1366 6.7.9 Non-conforming uses – SEC. 30.1370, SEC. 30.105 & SEC. 30.108 (D)
- 6.7.10 Camouflage towers, where permitted – SEC. 30.1371

1368 6.8 Mobile homes

6.9 Sexually oriented businesses/adult entertainment establishments

- 1370 6.9.1 Separation requirements and miscellaneous provisions – Sec 30.1355
- 6.9.2 Design standards – Sec 30.1380
- 1372 6.9.3 Conflicting Zonings – Sec 30.1380.1
- 6.9.4 Seminole County/City of Sanford Joint Planning Interlocal Agreement Relating to
- 1374 Adult or Sexually Oriented Uses – Sec 30.1380.2

6.10 Community Residential Homes and Assisted Living Facilities and Group Homes – SEC 30.1356

6.10.1 Statement of intent.

- 1378 a) In order to prevent concentration of foster care and group home facilities and the
- 1380 detrimental impact to a neighborhood caused by a high concentration of these
- facilities, the Board of County Commissioners shall exercise care in considering a
- 1382 request to establish a foster care or group home facility by determining that the
- approval of the new facility or addition to an existing facility, when considered in
- 1384 light of the number of other such facilities licensed by the state (excluding foster
- homes) in the vicinity of the proposed site will not stress the limited capacity of a
- 1386 neighborhood's existing social structure to accommodate foster care and group
- home facilities. A second intention of this provision is to protect existing foster
- care and group home facilities from the possibility that an over concentration of
- 1388 such facilities in a neighborhood might develop which may inadvertently recreate
- an institutional setting. Such a setting is an impediment to the successful
- 1390 functioning of foster care and group home facilities.
- b) To help fulfill this intent the applicant is required to provide a list of the location
- 1392 of all group care facilities indicating the number of clients at each facility. The list
- is to be certified by the State department licensing such facilities.

- 1394 6.10.2 Community residential homes may be approved by the Planning and Development
1396 Division Manager as a Limited Use, providing, in addition to all other required
findings:
- 1398 a) That the location does not create an over-concentration of such homes or
1400 substantially alter the nature and character of the area as defined in Section
419.001(3)(c), Florida Statutes (2020). In the event that the provisions of this
section conflict with the provisions of Section 419.001(3)(c), Florida Statutes
(2020), Section 419.001(3)(c) shall govern.
- 1402 6.10.3 ~~Group~~ Community residential homes with 7 or more unrelated residents and assisted
1404 living facilities may be approved by the Board of County Commissioners as a special
exception, providing, in addition to all other required findings:
- 1406 a) That the location does not create an over-concentration of such homes or
1408 substantially alter the nature and character of the area as defined in Section
419.001(3)(c), Florida Statutes (2020). In the event that the provisions of this
section conflict with the provisions of Section 419.001(3)(c), Florida Statutes
(2020), Section 419.001(3)(c) shall govern. [MOVED FROM INDIVIDUAL ZONES]
- 1410 b) In single- and two-family residential districts (including A-1 and RC-1), the Board
1412 of County Commissioners shall determine that the proposed structure (facility) is
compatible with the neighborhood in its physical size.
- 1414 c) In multiple-family residential districts, the Board of County Commissioners shall
1416 determine that the proposed use is compatible with the area in its intensity of
land use. ~~Persons per acre (PPA) may be used as a guide establishing equivalency~~
~~with density which is typically specified as dwelling units per acre (DUPA). Based~~
~~on a 2.1 person per household factor for multiple-family residences in Seminole~~
~~County, the persons per acre for R-3A is twenty-one (21) and for R-3 is twenty-~~
~~seven (27).~~
- 1420 d) A copy of the application to the appropriate State agency shall accompany the
application for the special exception.
- 1422 6.11 Family Day Care homes – SEC 30.1356.1
6.12 Home Office – Sec. 30.1377

1424 6.13 Farmworker housing

1426 6.13.1 Farmworker housing, either single family or multifamily dwellings, including
1428 manufactured homes, if the land use is a bona fide agriculture use; provided,
1430 however, that such structures may house only those persons and their immediate
family employed in carrying out such bona fide agricultural use. Mobile homes
constructed prior to June 15, 1976 shall not be permitted.

6.13.2 Sec. 30.1361

6.14 Pain management clinics – Sec. 30.1379

1432 6.15 Automobile Wrecking Lots

1434 6.15.1 In reviewing a special exception for an automobile wrecking lot the following
additional standards shall be considered:

1436 a) No junkyards or automobile graveyards, as defined in Section 339.241, Florida
Statutes, shall be located closer than one thousand (1,000) feet to any secondary,
primary, or interstate highway.

1438 b) The lots must be enclosed with a wall or solid fence not less than six (6) feet in
height; and,

1440 c) All fences, as defined in Section 339.241, Florida Statutes, shall be provided as
specified in said section.

1442 6.16 Vacation rentals - Sections 30.1373 through 30.1376

6.17 Civic Assembly Uses

1444 6.17.1 Civic Assembly uses are classified by size and intensity as follows:

1446 a) Neighborhood Facility. A civic assembly use generally designed for and intended
to serve the residents of one neighborhood or small (approximately one square
mile) geographic area, which meets the following standards:

- 1448 1. Maximum Lot Area: 5 acres of developable land
2. Maximum Assembly: 100 seats or fewer in the largest assembly space

1450 b) Community Facility. A civic assembly use generally designed for and intended to
serve the residents of several neighborhoods within the same approximate
1452 geographic area. Community facilities are typically designed to accommodate a
larger number of people for a wider geographic area than neighborhood facilities,
1454 but are more locally focused than regional facilities, and meet the following
standards:

- 1456 1. Maximum Lot Area: 10 acres of developable land
2. Maximum Assembly: 500 seats or fewer in the largest assembly space

3. Exceptions: An assembly facility proposed on more than 10 acres of developable land with fewer than 500 seats in the largest assembly space may be classified and approved as a community facility in residential zoning districts through the special exception process when the County Commission finds that the increased acreage of the development site will not have a detrimental effect on the residential character of the neighborhood and any negative impacts can be effectively mitigated.

c) *Regional Facility.* A civic assembly use generally designed for and intended to serve the residents of the entire city, nearby communities, and/or unincorporated areas. Assembly facilities proposed to contain more than 500 seats in the largest assembly space shall be considered regional facilities.

d) *Civic Assembly Uses in Mixed-Use, Retail, or Office Developments.* Civic Assembly uses proposed to occupy one or more tenant or condominium spaces in an existing shopping center, mixed-use building, or office park are classified as Neighborhood, Community, or Regional Facilities by number of seats only. Minimum and maximum lot area requirements do not apply to these locations.

e) *Civic Assembly Uses in Rural Locations:* Maximum lot area requirements may be exceeded in rural zones subject to the requirement the developed area does not exceed the maximum excluding areas for outdoor recreation.

6.17.2 Accessory Uses

a) In addition to otherwise permitted uses, customary accessory structures and activities are permitted which shall include:

1. One residence for an employee or caretaker
2. Fellowship halls and food preparation areas
3. Office space in support of the Assembly Use.
4. Classrooms, playgrounds, and childcare facilities for use in association with assemblies but not including day care centers, community recreation facilities, and private primary, secondary, vocational, and/or collegiate educational facilities.

b) Other uses accessory to a Civic Assembly Use may be permitted where otherwise allowed within a given zoning district and subject to the conditions of the use within that district.

c) Uses accessory to a Civic Assembly Use may

1. Share parking and circulation with the Civic Assembly Use where located on the same or contiguous properties and hours of operation permit

2. The acreage of the Civic Assembly Use may be counted towards any minimum acreage requirement for the accessory use assuming all other standards of the accessory use are met.

6.17.3 Architectural Exceptions

- a) Non-habitable, decorative architectural features may exceed the height limit in the applicable zoning district by the greater of 20 feet or 50%.

6.17.4 Alcohol Beverages

- a) No Civic Assembly Uses may sell alcohol for on or off-premise consumption unless approved by Board of County Commissioners as a Special Exception.

6.17.5 Limited Uses and Special Exceptions

- a) Where a limited use permit or special exception is required for a civic assembly use, the following review criteria shall be used to determine the appropriateness of the application:

1. *Protects Residential Neighborhoods.* Outdoor use areas, including vehicular use areas, must be located and designed to minimize potential negative impacts on residential zoning districts and residential uses in approved PDs, including but not limited to mitigation of light spill-over, glare, noise (from mechanical equipment, recreational facilities, outdoor classrooms, etc.), and any other negative impacts associated with the type of civic assembly use proposed. Assembly uses in residential zones may not apply for a permanent license to sell alcoholic beverages for on-premise consumption.
2. *Traffic.* Vehicular ingress, egress, and on-site circulation must be designed and constructed to ensure the least possible impact on neighboring properties and residential streets. Primary ingress and egress must be from the highest service level adjacent street, unless otherwise approved by the Planning and Zoning Commission and Board of County Commissioners. For community and regional assembly facilities, vehicular access to the facility must be from a collector of four lanes or more, or an arterial street. Parking areas must be designed and located to minimize conflict with pedestrian and bike pathways.
3. *Noise Abatement.* Civic Assembly uses often involve groups of people arriving and departing at one time (as is common with many assembly uses), outdoor gatherings, or sound amplification. Therefore, issues related to noise from gatherings, events, vehicles, and equipment must be addressed through conditions of approval for a conditional use permit. Conditions including but not limited to the location of outdoor use areas on the property, limitations on hours or days of operation, and additional noise abatement strategies may be required.

4. Lighting. Lighting of outdoor areas must be cut-off or fully shielded to reduce glare and prevent light overspill into adjacent properties. Lighting for sports fields and outdoor recreation areas, where operational characteristics prevent the use of cut-off or fully shielded lights, must be turned off no later than 10 p.m. or be located such that the lights are not visible from a residential zoning district or residential uses in an approved PD.

5. One- and Two-Family Residential Zoning Districts. In order to protect the surrounding residential neighborhood from the encroachment or expansion of civic assembly uses, assembly facilities located in one- or two-family residential zoning districts must meet the following additional standards:

a. Desired Development Patterns. Assembly facilities located in residential zoning districts should function as compact, singular sites and all desired activities and required facilities (to include parking facilities, principal use buildings, and accessory use buildings) should be located on one development site consisting entirely of contiguous parcels of land, which may include property located directly across the street.

b. Non-contiguous Parcels. Where a parcel owned or leased by the civic assembly use is not contiguous to the parcel(s) containing the principal assembly building, the use of the non-contiguous parcel(s) is limited to the following uses: occasional overflow parking (maximum 2 times per week and must be located within a 5-minute walk (defined as ¼ mile of contiguous sidewalk), passive recreation space, playgrounds, walking trails, outdoor classrooms or seating, or reflection or meditation space.

c. Acquisition of Land. If additional property is acquired for use by the assembly facility, an amendment to the special or conditional use permit shall be required prior to any development on the property.

6.17.6 Conditions Specific to Zoning Districts:

a) R-AH: Must meet non-residential acreage requirement established within this zoning district.

6.18 Solar Facilities

6.18.1 General Conditions:

a) Site plan approval is required for all ground-mounted (except for accessory to primary use, then only a building permit is required) or floating solar energy systems.

- b) All hazardous areas must be fenced and properly signed to notify the public of potential safety hazard.
- c) Power and communication lines - Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground in a manner consistent with applicable code requirements.. Exemptions may be granted by the Board of County Commissioners in instances where soil conditions, water courses, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the Planning Manager. Points of interconnection may be above ground.
- d) Reflectors — All solar energy systems using a reflector to enhance solar production shall control and minimize the glare from the reflector affecting adjacent or nearby properties.
- e) Required open space and plantings must be maintained per the approved plans.
- f) When required, fencing shall be a minimum of seven feet (7') in height. Where animal habitats are present, fencing shall have four to six inches openings near ground-level to allow for the passage of wildlife.

6.18.2 Additional Special Exception Criteria:

Where permitted as a special exception the application shall demonstrate that the property is of marginal value for other uses. Preferred sites include: airport safety zones (subject to glare studies) and brownfields.

6.18.3 Specific to Roof-Mounted Solar Energy Systems:

- a) For a roof-mounted system installed on a sloped roof that faces the front yard of a [lot/parcel/property], the system must be installed at the same angle as the roof on which it is installed with a maximum distance, measured perpendicular to the roof, of eighteen (18) inches between the roof and highest edge or surface of the system.
- b) For a roof -mounted system installed on a sloped roof, the highest point of the system shall not exceed the highest point of the roof to which it is attached.
- c) Notwithstanding the height limitations of the zoning district: For a roof-mounted system installed on a flat roof, the highest point of the system shall be permitted to extend up to six (6) feet above the roof to which it is attached.

- 1592 6.18.4 Specific to Building- integrated Solar Energy Systems:
- 1594 a) Building-integrated solar systems are subject to the zoning criteria for buildings within the applicable zoning district.
- 1596 b) Build-integrated solar systems may be integrated into non-habitable structures such as shade-structures, public art, or carports subject to the criteria otherwise applicable to such structures.
- 1598 6.18.5 Specific to Ground-Mounted Solar Energy System
- 1600 a) Maximum Height:
- 1602 1. Ground- or pole-mounted solar energy systems shall not exceed 15 feet in height when oriented at maximum tilt.
- 1602 b) System Scale:
- 1604 1. Accessory:
- 1606 a. Definition: Occupy less than 20% of the lot AND the solar energy system is less than 40,000 Square Feet of land area.
- 1608 b. For residential properties: A ground-mounted solar system must be located in the rear yard.
- 1610 c. Must adhere to the setbacks applicable in the zoning district. Accessory structure setbacks may be used where applicable. Square footage of above ground elements of a ground mounted solar system shall not count against area coverage maximums for accessory structures.
- 1612 2. Medium:
- 1614 a. Solar Energy Systems with less than 10 impacted acres that do not meet the standards for accessory systems.
- 1616 3. Large:
- 1616 a. Solar Energy Systems resulting in more than 10 impacted acres.
- 1618 6.18.6 Specific to Floating Solar Energy Systems:
- 1620 a) Floating Solar Energy Systems which occupy less than 30% of a proposed stormwater facility and less than 40,000 square feet may be considered an accessory use. All other floating solar energy facilities shall be a special exception. In no case shall a Floating Energy System exceed 60% of the area of a stormwater facility.
- 1622

6.18.7 Specific to parking lots.

Solar systems designed to provide shade over required parking spaces or over walkways in parking lots of non-residential or multi-family uses:

a) Considered accessory use and are not subject to limitations on size or lot coverage.

b) May extend to 20 feet in height.

c) Parking spaces covered using solar canopies shall be exempt from tree requirements provided that:

1. Along each edge of the parking lot that abuts a public street or a property line, trees must be provided at intervals of not more than 50 feet on center for canopy trees or 30 feet on center for understory trees.
2. If parking is located between the public street and the main entrance of the building a walkway must be provided which creates a direct connection between the public sidewalk and the main entrance.
3. Walkways must be shaded with either solar canopy structures, awnings, or trees.
4. Parking areas exceeding six acres must be divided into blocks not exceeding four acres separated by an internal drive or pedestrian path which shall incorporate trees at intervals of not more than 50 feet on center for canopy trees or 30 feet on center for understory trees.

6.18.8 Landscape requirements:

Ground cover and buffer areas — the following provisions shall apply to the clearing of existing vegetation and establishment of vegetated ground cover for Medium and Large Ground Mounted Solar Energy Systems. Additional site-specific conditions may apply as required.

a) Large-scale removal of mature trees on the site is prohibited. Tree removal is subject to the requirements of the arbor ordinance and site plan requirements.

b) Ground-mounted solar facilities shall be distanced a minimum of 30 feet from Canopy trees (as measured from tree center) in order to minimize maintenance costs. The applicant shall submit a vegetative management plan prepared by a qualified professional. The plan shall identify:

1. The natural resource professionals consulted or responsible for the plan

- 1654 2. The conservation, habitat, eco-system, or agricultural goals, which may include: providing
1656 habitat for pollinators such as bees and monarch butterflies, providing habitat for wildlife
1658 such as upland nesting birds and other wildlife, establishing vegetation for livestock
grazing, reducing on-site soil erosion, and improving or protecting surface or ground-
water quality.
- 1660 3. The intended mix of vegetation upon establishment.
- 1662 4. The management methods and schedules for how the vegetation will be managed on an
annual basis, with particular attention given to the establishment period of
approximately three years.
- 1664 c) Perennial vegetation shall be planted and maintained for the full operational life
of the project, to prevent erosion, manage run off and build soil.
- 1666 d) Vegetative cover should include a mix of perennial grasses and wildflowers that
will preferably result in a short stature with a diversity of forbs or flowering plants
1668 that bloom throughout the growing season. Blooming shrubs may be used in
buffer areas as appropriate for visual screening. Perennial vegetation (grasses and
1670 forbs) as listed on the Approved Plant Species List or Florida-Friendly Plant Guide
for the Central Florida Region and appropriate USDA Plant Hardiness Zone, are
1672 preferably native to Florida, but where appropriate to the vegetative management
plan goals, may also include other naturalized and non-invasive species which
1674 provide habitat for pollinators and wildlife and/or other ecosystem services (i.e.
clovers).
- 1676 e) Plant material must not have been treated with systemic insecticides, particularly
neonicotinoids.
- 1678 f) The applicant shall submit a financial guarantee in the form of a letter of credit,
cash deposit or bond in favor of the Seminole County equal to one hundred
1680 twenty-five (125) percent of the costs to establish the vegetative management
plan. The financial guarantee shall remain in effect until vegetation is sufficiently
established.
- 1682 6.18.9 Facilities and Notifications:
- 1684 a) Foundations - A qualified engineer shall certify that the foundation and design of
the solar panel racking and support is within accepted professional standards,
including but not limited to wind loads, given local soil and climate conditions.
- 1686 b) Approved Solar Components — Electric solar energy system components must
have a UL or equivalent listing and solar hot water systems must have a Solar
1688 Rating and Certification Corporation (SRCC) rating.

1690 c) Compliance with Building Code — All solar energy systems shall meet approval of
1692 local building code officials, consistent with the State of Florida Building Code,
and solar thermal systems shall comply with HVAC-related requirements of the
Florida Energy Code.

1694 d) Utility Notification: All grid-intertie solar energy systems shall notify the relevant
electric utility and comply with the interconnection requirements of the electric
utility. Off-grid systems are exempt from this requirement.

1696 e) Aviation Protection: Solar farms located within 500 feet of an airport or within the
1698 approach zones of an airport must notify the airport and may be subject to
additional analysis. Evidence of notification and any required submittals shall be
provided to the County.

1700 6.18.10 Decommissioning:

1702 a) A decommissioning plan shall be required to ensure that facilities are properly
removed after their useful life for the following systems:

- 1704 1. Any medium or large Solar Energy System.
2. Any Floating Solar Energy System

b) The Decommissioning plan must meet the following requirements:

- 1706 1. Decommissioning of the system must occur in the event the project is not in use for 12
consecutive months.
1708 2. The plan shall include provisions for removal of all structures and foundations, disposal,
restoration of soil and vegetation and assurances that financial resources will be
1710 available to fully decommission the site.
1712 3. Seminole County may require the posting of a bond, letter of credit or the establishment
of an escrow account to ensure proper decommissioning.

6.19 BACKYARD CHICKEN PROGRAM

1714 6.19.1 Intent/definitions/applicability

a) The intent of this Ordinance—Section is to create and implement a Backyard Chicken
1716 Program to permit the keeping of chickens on occupied single-family lots located in the
unincorporated areas of the County, subject to the terms and conditions of this Ordinance
1718 Section.

b) For the purposes of this Ordinance Section, the term "chicken" refers to female chickens
1720 (hens) only.

c) This Ordinance Section does not authorize persons to violate applicable restrictive covenants or homeowners' association rules and regulations. The County does not police or enforce private restrictive covenants or homeowners' association rules and regulations.

Persons ~~applying for and receiving permits under this Ordinance are~~ keeping Backyard Chickens are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.

d) The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, and foxes.

e) The term "subject property" is the occupied single-family residential lot with ~~which the Backyard Chickens Program permit is associated.~~

f) ~~A permit under the~~ The Backyard Chicken Program is not applicable to or required for a single-family residential lot on which poultry production is a permitted use.

~~6.19.2 Permit and~~ g General conditions for the keeping of chickens on occupied single-family residential lots.

~~a) Persons desiring to participate in the Backyard Chicken Program must apply for and obtain a permit from the Planning and Development Manager or his/her designee prior to keeping chickens. The Planning and Development Division shall charge a non-refundable fee as established in the Administrative Code to persons applying for a permit under this Ordinance to cover processing costs. If the person applying for a permit is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and consent to the application. Only one (1) permit per occupied single-family residential lot will be issue~~

~~b) In order to obtain a permit under this Ordinance, persons applying for a Backyard Chicken Program permit must show that he/she can meet the requirements of this Ordinance Section. The County will conduct site inspections of the subject property to make compliance determinations under this Ordinance Section. The Planning and Development Manager may deny a permit application if he/she determines that the person(s) applying for a permit cannot meet the requirements of this Ordinance Section. The issuance of a Backyard Chicken Program permit is conditioned upon and subject to the terms and conditions of this Ordinance Existing permits issued under the Backyard Chicken Pilot Program prior to the adoption of this Ordinance shall be extended and included as part of the Backyard Chicken Program subject to the Requirements of this Ordinance.~~

~~e) a) Persons applying for a keeping chickens in Backyard Chickens pursuant to this Section Program permit are encouraged to must successfully complete, provide proof of successful completion of a University of Florida Agricultural Extension Service (UF IFAS) class or an equivalent class approved by the Seminole County UF IFAS Extension on the care and raising of chickens. The Planning and Development Division will maintain a schedule of such classes~~

~~d) b) Persons applying for keeping chickens pursuant to this Section in a Backyard Chicken Program permit thereby (a) agree to the terms and conditions of this Ordinance Section, and (b) upon a code enforcement complaint, grant the County and its officers, employees and agents a right-of-entry upon the subject property (including the rear yard) for inspection purposes to ensure compliance with this Ordinance Section, (c) agree to remove chickens and chicken coops and enclosures upon the termination or expiration of a Backyard Chicken Program permit, and (d) hold the County and its officials, officers, employees and agents harmless concerning matters relating to the Backyard Chicken Program permit and this Ordinance Section.~~

~~e) c) Up to four (4) five (5) chickens may be kept on an occupied single-family residential lot, upon receiving a Backyard Chicken Program permit from the Planning and Development Manager or his/her designee. Chickens shall not be kept on duplex, triplex, or multifamily properties, or within mobile home/manufactured home parks.~~

~~f) d) Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of their owner in compliance with this Ordinance Section. Such supervised roaming must be confined to the backyard of the subject property.~~

~~g) e) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this Ordinance Section.~~

~~h) f) Chickens must be kept for personal use only. Selling chickens, eggs, feathers, or chicken manure, or the breeding of chickens for commercial purposes is prohibited.~~

~~i) g) Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.~~

~~j) h) The coop and enclosure must be screened from the neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient enough to create an opaque screen).~~

1784 ~~k)~~ i) All applicable building permits must be obtained prior to constructing fences and the
enclosures to house chickens.

1786 ~~h)~~ j) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a
chicken that wanders onto the property at which the dog or cat resides will not, for that reason
1788 alone, be considered a dangerous or aggressive animal.

~~m)~~ k) Deceased chickens must be properly disposed of within 24-hours of expiring and in
1790 accordance with Florida law. Permit holders may contact a University of Florida Agricultural
Extension Service office for requirements regarding proper disposal methods.

1792 ~~n)~~ l) No manure may be allowed to accumulate on the floor of the coop or ground. ~~Permit~~
~~holders~~ Persons keeping Backyard Chickens must implement a manure management
1794 program, whereby the coop and enclosure are cleaned regularly. For example, a fly-tight bin
for storage of manure could be utilized; the size of which must be sufficient to contain all
1796 accumulations of manure. A manure box inside the coop is recommended. The fly-tight bin
must be kept at least twenty (20) feet away from all property lines. Composting of chicken
1798 manure may be allowed in the enclosed fly-tight bin. There shall be no perceptible odor
emanating from the manure storage/composting bin

1800 6.19.3 Location and requirements for chicken coops and enclosures

a) Chicken coops and fenced enclosures must be ~~located~~ in the rear/back yard (behind
1802 the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in
this provision, references location, not building setback area.

1804 b) The coop and enclosure must be a minimum of ten (10) feet from the rear and side
property lines and twenty (20) feet from any neighboring residential homes. On corner lots,
1806 coops and enclosures must meet the required side street setback per the subject property's
applicable zoning district.

1808 c) If the coop structure exceeds one hundred (100) square feet in size (ten-foot by ten-
foot), a building permit is required under the Florida Building Code.

1810 d) The coop must be covered and ventilated, and a fenced enclosure/run is required.
The coop and enclosure must be completely secured from predators, including all openings,
1812 ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in
addition to the coop, ~~in order~~ to protect the chickens from predators. The coop must also be
1814 tied down for wind resistance.

e) For properties located in a Seminole County Urban Bear Management Area, feed, coops, and runs must be secured, and chickens protected from bears in accordance with the Florida Fish and Wildlife Conservation Commission guidelines for "Living with Florida Black Bears". All outdoor attractants must be secured. If electric fencing is utilized, it may only be installed around the coop, pen, and run and not along the property lines or anywhere else on the property.

f) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.

g) The coop must provide a minimum of ~~four (4)~~ three (3) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than ~~eight (8)~~ twelve (12) feet, measured from the natural grade, and must be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of one hundred ~~fifty (150)~~ seventy (170) square feet.

6.19.4 Health, sanitation and nuisance as applied to the keeping of chickens.

a) Chickens must be kept within a coop and enclosure and may not be allowed to roam outside the subject property. Chickens may not be released or set free from such coop or enclosure unless the chickens are under the direct supervision of their owner. Chickens may be allowed to roam outside the coop and run within their owner's backyard under the immediate supervision of their owners for limited periods of time for purposes of socializing, interaction and cleaning of the coop and run.

b) Chicken coops and enclosures must always be maintained in a clean and sanitary condition. Activities subject to the Backyard Chicken Program permit must be conducted in a manner that does not create any nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition. There shall be no perceptible odor that is objectionable to neighboring properties emanating from the chickens or the enclosure.

c) In a public health emergency declared by the Seminole County Health Department, including, but not limited, to an outbreak of Avian Flu or West Nile virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Persons keeping Backyard Chickens Program permit holders consent to must be in compliance with such required corrective action.

1846 6.19.5 Violations

1848 a) In the event that a violation of this ~~Ordinance~~ Section occurs, the County has the right to undertake one (1) or more of the following remedies or actions:

1850 1. Institute code enforcement proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs;

1852 2. Issue a civil citation as a Class III violation to the violator for each violation in accordance with Section 53.32 of the Seminole County Code of Ordinance Sections;

1854 3. Take any other action or remedy authorized by law or in equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the County for reimbursement of the County's attorneys' fees and costs concerning such action; ~~and/or~~

1858 4. ~~Revoke the Backyard Chicken Program permit for the keeping of chickens and Require that the chickens be removed within ten (10) days.~~

PART 7 DEVELOPMENT STANDARDS

7.1 Applicability

7.1.1 No building, structure or part thereof shall be erected, constructed, reconstructed, located, moved or structurally altered except in conformity with the development standards of this Part except as otherwise permitted by this Code.

7.2 General Standards

7.2.1 Measurement of setbacks – SEC. 30.1343

a) Setbacks shall be measured perpendicular to along the distance from the property line to the first vertical plane which intersects any portion nearest vertical surface of the structure other than except for a nominal roof overhang except that, with regard to rear yard setbacks, the setback shall be measured parallel with the side of the dwelling unit such that wherever the line strikes the closest property line shall be the point at which the rear yard setback is measured. The graphic depiction set forth below relative to rear yard setbacks is hereby incorporated into this provision.

b) In residential subdivisions approved after the effective date of this Section, there shall be a minimum setback of twenty (20) feet from the nearest edge of a sidewalk to a garage or carport, notwithstanding any other provision of this Code.

7.2.2 Setbacks for Future Road Widening – SEC. 30.1342

7.2.3 Minimum setbacks from water bodies – SEC 30.1380.3

a) New Principal Buildings in all zoning districts on lots or parcels legally created after the effective date of these regulations shall be located a minimum distance of fifty (50) feet from the shoreline of Natural Water Bodies as determined by the Normal High Water Elevation. For the purposes of these regulations, legally created shall include having received Preliminary Subdivision Plan approval pursuant to Chapter 35 of the Land Development Code of Seminole County.

b) New Principal Buildings in all zoning districts on lots or parcels that were legally created or have received Preliminary Subdivision Plan approval prior to the effective date of these regulations shall meet the setback from the shoreline of Natural Water Bodies in effect at the time the Preliminary Subdivision Plan was approved or the lot or parcel was created.

c) Swimming Pools Accessory Structures:

1. Accessory structures shall be located a minimum distance of twenty-five (25) feet from the shoreline of a Natural Water Body as determined by the Normal High Water Elevation

- 1894 2. The water's edge of a pool shall be located a minimum distance of thirty (30) feet from
1896 the shoreline of a Natural Water Body as determined by the Normal High Water
Elevation.
- 1898 3. A screen enclosure shall be located a minimum distance of twenty-five (25) feet from the
shoreline of a Natural Water Body as determined by the Normal High Water Elevation.

d) The terms "Natural Water Body" and "Normal Ordinary High Water Elevation"
1900 shall be as established by the County and field-verified by a professional surveyor,
and must be shown on a certified survey that is no more than five (5) years old.

1902 For the purpose of this Section, the terms "Natural Water Body" and "Normal
High Water Elevation" shall be as defined in Section 2.3 of this Code. Where
1904 setbacks are required under this Section, the Normal High Water Elevation shall
be as established by the County and field-verified by a professional surveyor, and
1906 must be shown on a certified survey that is no more than five (5) years old.

7.2.4 Location of swimming pools and pool screen enclosures – SEC. 30.1345.1

1908 a) The water's edge of a pool shall be located a minimum distance of ten (10) feet
1910 from the side and rear property line of a lot, parcel, or piece of land upon which it
is located. It shall not be located any closer to the front lot line of a lot, parcel, or
1912 piece of land than the main or Principal Building or residence. For the purpose of
this Section, any corner lot shall be treated as having front yards on any side
abutting a road right-of-way. The water's edge of a pool shall be located a
1914 minimum distance of thirty (30) feet from the shoreline of a Natural Water Body
as determined by the Normal High Water Elevation.

1916 b) Any pool screen enclosure shall comply with the side yard setback requirement
1918 for the Principal Building and shall be located a minimum distance of five (5) feet
from the rear property line. It shall not be located nearer to the front lot line of a
1920 lot, parcel or piece of land than the Principal Building. For the purpose of this
Section, any corner lot shall be treated as having front yards on any side abutting
1922 a road right-of-way. A screen enclosure shall be located a minimum distance of
twenty-five (25) feet from the shoreline of a Natural Water Body as determined by
the Normal High Water Elevation.

1924 c) In the case of double frontage lots and where there is a conforming six (6) feet
1926 high minimum solid fence or wall at the rear of the property, swimming pool shall
be no closer than ten (10) feet to the rear property line and the pool screen
enclosure no closer than five (5) feet to the rear property line.

1928 ~~(d) For the purpose of this Section, the terms "Natural Water Body" and "Normal High~~
 1930 ~~Water Elevation" shall be as defined in Section 2.3 of this Code. Where setbacks are~~
 1932 ~~required under this Section, the Normal High Water Elevation shall be as established~~
~~by the County and field-verified by a professional surveyor, and must be shown on a~~
~~certified survey that is no more than five (5) years old.~~

1934 d) Refer to Part 7.2.3 for specific setback standards for pools near a Natural Water
Body

1936 e) Pool grading shall not affect adjacent properties and the pools shall be designed
 1938 so that the backwash discharges to the street, unless otherwise approved by the
 1940 Public Works Director or designee. All pool construction and maintenance must
comply with Chapter 270, Part 9, Storm Sewer System Discharges, of the Seminole
County Code of Ordinances and Chapter 2.6, Erosion and Sediment Control, of
the Public Works Department Engineering Manual.

7.2.5 Yards – SEC. 30.1346

1942 b) On double-frontage ~~through~~ lots, the required front yard shall be provided on
each street.

1944 7.2.6 Front yard exceptions in dwelling districts – SEC. 30.1341

7.2.7 Lot widths on irregular shaped lots – SEC. 30.1360

1946 7.2.8 Living Area

1948 a) Living area described the covered and conditioned space within a structure which
excludes garages, carports, open or screened porches, or breezeways.

7.2.9 Height limitations on amateur radio operator's equipment – SEC. 30.1347

1950 7.2.10 Height limitations on property assigned a non-residential zoning classification – SEC.
30.1347

1952 7.3 Dimensional Standards Table

1954 7.3.1 Dimensional and other standards associated with conventional residential zoning
districts and select Special Zoning districts are described in the table below.

a) See Dimensional Standards Table enclosed

1956 7.3.2 Dimensional and other standards associated with conventional non-residential
zoning districts and select Special Zoning districts are described in the table below.

1958 a) See Dimensional Standards Table enclosed

PART 8 SPECIAL ZONING DISTRICTS

1960 8.1 Description of Special Zoning Districts

8.1.1 Purpose

1962 Special Zoning Districts are intended to address development that incorporates
multiple uses or typologies and/or addresses a specific goal in the comprehensive
1964 plan requiring the implementation of interrelated standards specific to that
development type.

1966 8.1.2 Subdivision Standards in Special Zoning Districts

A Special Districts may incorporate subdivision standards that are specific to that
1968 district. Such standards are intended to facilitate the specific goal of the applicable
district and apply only to that district.

1970 8.2 MUCD Mixed Use Corridor District

8.2.1 Intent and Purpose

1972 The Mixed-Use Corridor District is intended to enable and encourage efficient use of
land, reduce cost of public infrastructure, and support flexible transportation options,
1974 including walking and bicycling, by locating complementary uses in close proximity
to each-other and providing for pedestrian-oriented site development to allow users
1976 to travel easily between uses. MUCD allow for a blend of various uses including retail,
office, residential, institutional, and limited heavy commercial in a single project
1978 and/or in the same building.

8.2.2 Applicability

1980 a) Location

The Mixed-Use Corridor District is permitted in the following comprehensive plan
1982 categories:

1. Identified centers and corridors.
1984. Areas with the MXD future land use designation.

b) Rezoning

1986 Any application for a zoning map amendment to MUCD must be accompanied by
a conceptual site that includes the following:

1. 1988 Density and intensity of the proposed development
2. Proposed uses

1990 3. Points of access to existing roadways and neighboring properties including future access points to undeveloped properties

1992 The submitted conceptual site plan must be evaluated by the Board of County Commissioners and become a condition of approval of the Mixed Use Corridor District for the subject property.

1994

c) Amendments to Approval Substantial Change

1996 After rezoning of the subject property, any substantial change to the approval must be evaluated by the Board of County Commissioners through the same review process as the original application. Other changes may be approved by the Development Services Director. The determination of "substantial" change will be made by the Development Services Director based on criteria such as, but not limited to, the following:

1998

2000

- 2002 1. Increase in the overall density/intensity of the proposal.
2. The addition of a use requiring a Special Exception.
- 2004 3. Reconfiguration of or addition of points of access to the site such that neighboring residents and/or property owners may be adversely affected.
- 2006 4. Any change potentially creating additional off-site impacts such as traffic, noise, stormwater management, and public facility demand.
- 2008 5. Deviation(s) from standard LDC requirements exceeding 10%.
6. A reduction in transportation connectivity within the site.
- 2010 7. Any change deemed by the Development Services Director to significantly change the nature or intent of the proposal.

2012 d) Final Development Plan Required

Subsequent to rezoning, the applicant must submit a final development plan consistent with the development criteria and limitations approved in the approved zoning and the MUCD standards. This plan must be reviewed and approved by the Planning and Development Director or their designee.

2014

2016

A final development plan must be submitted to the Planning and Development Office containing the following information:

2018

1. Proposed uses and their general locations on the site
- 2020 2. Building elevations
3. Frontage types
- 2022 4. Location of Active Ground Floor Uses

5. Existing residential uses in proximity to the development
20246. Setbacks, building heights, landscaped areas, civic spaces and stormwater management areas.
20267. Site circulation for motor vehicles, pedestrians, and bicycles
8. Access points to external roadways, sidewalks, and trails
20289. Parking lots and structures
10. Boundary survey, tax map reference etc.
203011. Aerial map showing project context (500 to 1000 feet around the site)

2032 Subdivided parcels within a mixed-use development will be subject to all development criteria and conditions established in the overall plan. Such plans may not be altered without approval by the Development Services Director.

2034 8.2.3 Allowable Uses, Densities, and Intensities

2036 Specific uses proposed must be allowable in MUCD in the Land Use Table (crossreference), subject to any applicable conditions in <cross-reference> or other provisions of this LDC.

2038 a) Permitted Density and Intensity:

2040 Density and Intensity are permitted per the applicable Future Land Use District in the Comprehensive Plan. For applications incorporating multiple uses, the net buildable acres for the entire project will be used as the basis for calculating
2042 density and for calculating intensity. The site acreage may not be divided for the purposes of calculating density/intensity for different uses.

2044 b) Mixed Use Requirements

2046 Except as provided in this Section, all developments in MUCD shall include one or more uses from at least two of the following use categories as defined in <Land Use Table>:

- 2048
 - Residential uses
 - Public and civic uses
 - Commercial uses
- 2050

Except that single use applications are limited to tracts of less than six acres.

2052 Distinct uses or components of an MUCD development must have a unified site design and must not be separated into functionally separate development sites.
2054 Separate uses may be located in a single building or multiple buildings and

2056 typically make joint use of site amenities and facilities, such as open space, landscaping, parking, and stormwater management.

c) Active Ground Floor Uses

2058 Where referenced, "active ground floor uses" means uses (permitted in the
2060 District) at least twenty (20) feet in depth adjacent to the public sidewalk that are
 accessible to the public or used as a common space by building tenant. Examples
 of such uses include:

- 2062 1. Retail
 2. Food & Beverage
2064 3. Indoor Recreation
 4. Galleries
2066 5. Lobby and reception areas
 6. Club rooms with transparent windows
2068 7. Live/Work Units

8.2.4 Building Height

2070 a) At rezoning the parcel shall be designated as MUCD High Intensity or MUCD Low
2072 Intensity specifying the maximum allowable height. Stories are measured from
 finished floor to finished ceiling. Ground floor stories shall not exceed sixteen (16)
2074 feet in height for residential buildings or twenty-five (25) feet in height for non-
 residential or mixed-use buildings. Upper stories shall not exceed fourteen (14)
 feet in height.

2076 b) Height Transitions: Building heights shall be limited to Low Intensity within 100
 feet of existing single-family lots.

2078 c) Buildings exceeding the specified number of stories must have a 10-foot stepback
 in any wall adjacent to a street. Stepbacks are related to the building elevation
2080 facing the street and are a measure of the horizontal distance between a wall at a
 specified elevation and its position at street level. Distance behind main façade at
2082 street level. Heights may also be subject to additional restrictions including
 transition requirements.

2084 d) Maximum story height and required stepbacks shall apply as described in Table
 8.2-A.

2086

TABLE 8.2-A: MUCD BUILDING HEIGHT REGULATIONS

	<i>Min. Parcel Area Required</i>	<i>Maximum Height</i>	<i>Required Stepback Height</i>
<u>Low Intensity</u>	<u>n/a</u>	<u>3 stories</u>	<u>Above 2 stories</u>
<u>High Intensity</u>	<u>2 Acres</u>	<u>6 stories</u>	<u>Above 3 stories</u>

8.2.5 Frontage Types

2088

a) For the purposes of defining frontage types and required design elements:

1. Major Streets are defined as streets with four (4) or more travel lanes.

2090

2. Minor Streets are defined as streets with two (2) travel lanes.

b) In order to coordinate and set minimum standards for buildings, sidewalks, and public facing areas, each block face within a proposed development must be assigned a frontage type and comply with the standards associated with the applicable frontage type.

2092

2094

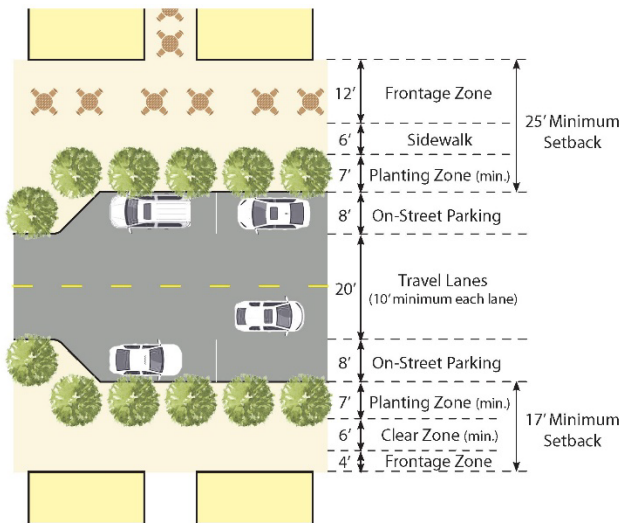
1. Type A: Active Frontage – Type A frontage should be applied to areas predominantly consisting of active ground floor uses such as a “main street.” These frontages feature generous sidewalks, landscaping, and public amenities such as benches and public trash/recycling receptacles. Type A frontages should have on-street parallel parking. Type A frontage should not be interrupted by driveways.

2096

2098

2100

FIGURE 8.2-1 ACTIVE FRONTAGE CONFIGURATION



21022. Type B: Passive Frontage – Type B frontages are appropriate for blocks with building
2104 entrances for a variety of less active uses including office and residential. They typically
have on-street parking. They may include some driveways to access parking, loading, or
2106 services when access via a Type C Frontage is not feasible or a second entrance is
needed.

FIGURE 8.2-2 PASSIVE FRONTAGE WITH PARKING

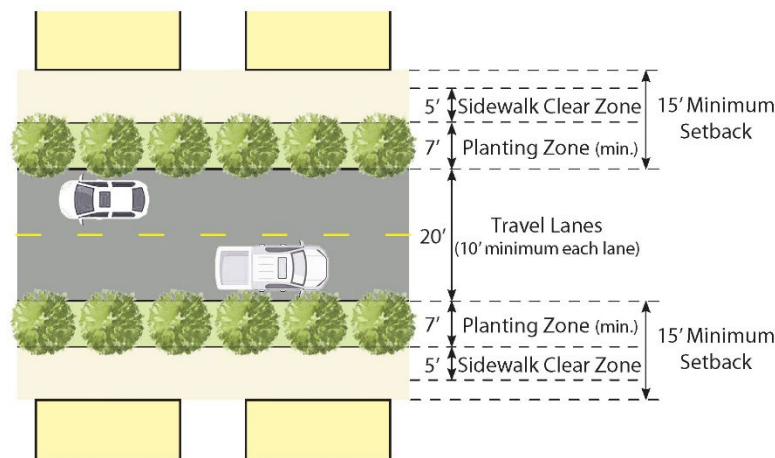


FIGURE 8.2-3 PASSIVE FRONTAGE WITH PARKING ON ONE SIDE

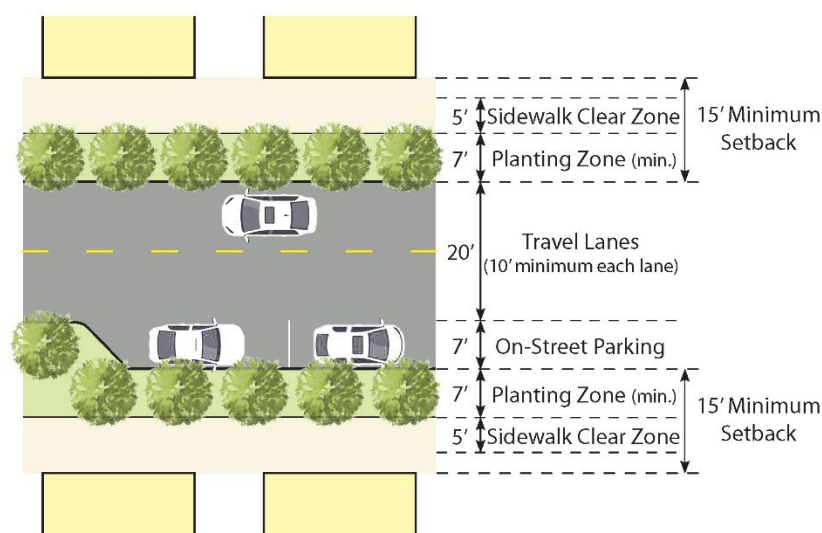
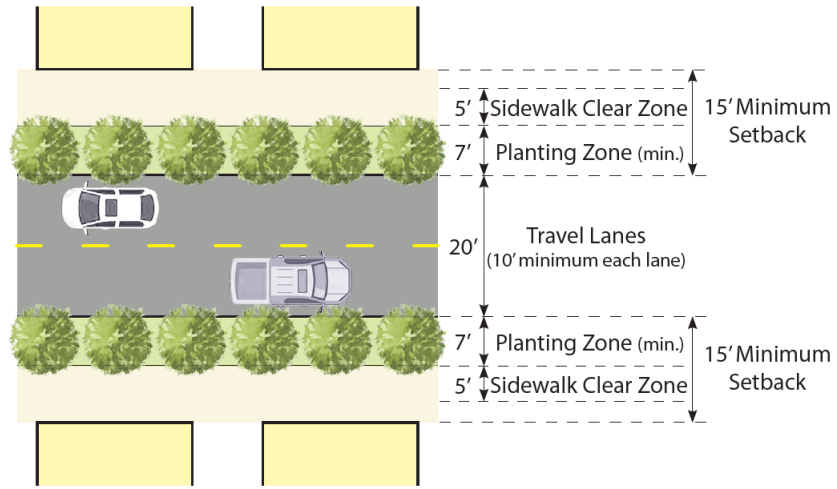


FIGURE 8.2-4 PASSIVE FRONTAGE WITHOUT PARKING

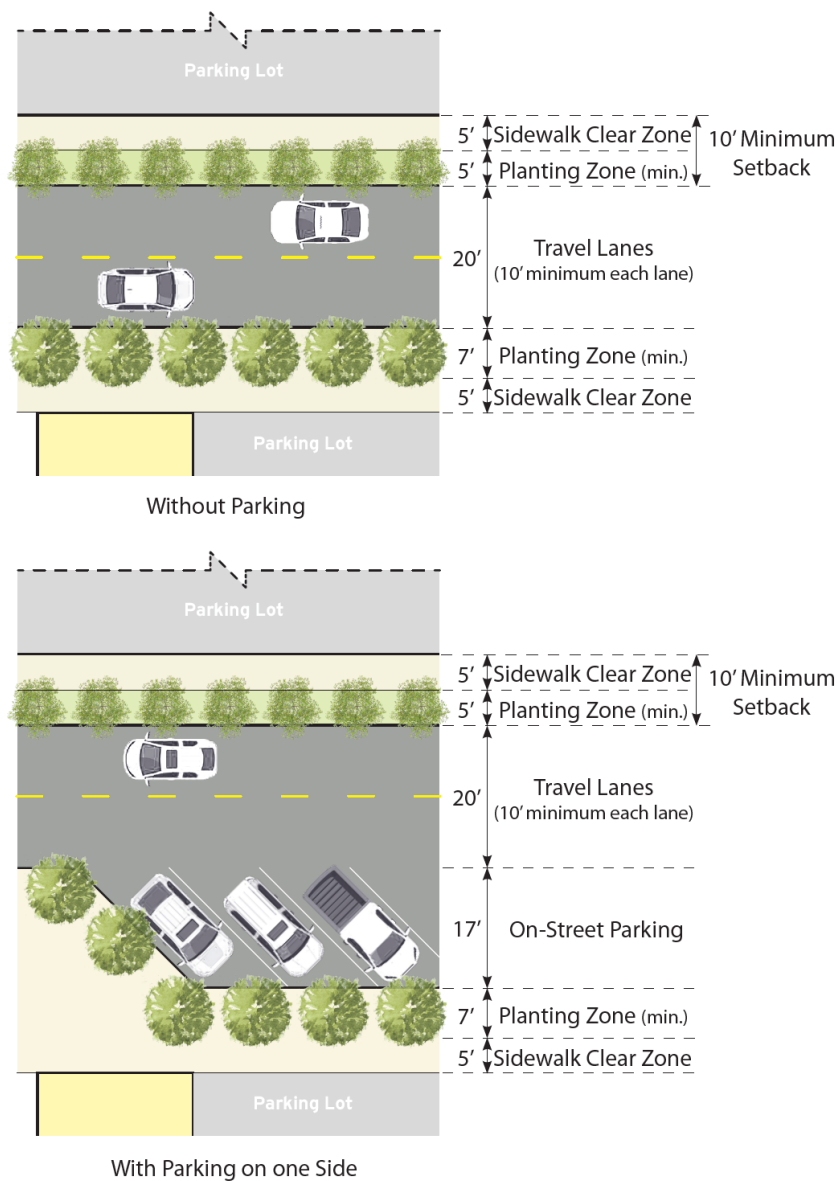


2112

3. Type C: Service Frontage – Type C frontages are located adjacent to parking, loading or services areas. Driveways to access parking and loading areas should be located on Type C Frontages whenever feasible. These streets may have angled parking.

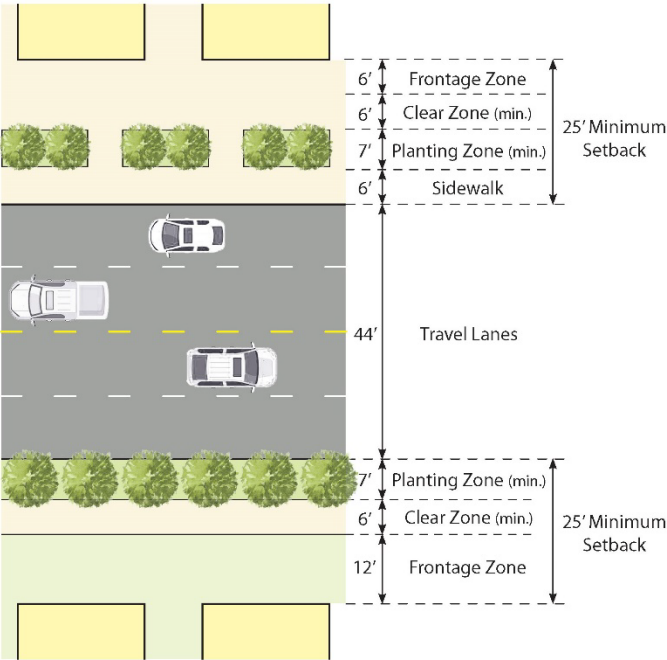
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2116 **FIGURE 8.2-5 SERVICE FRONTAGE VARIATIONS**



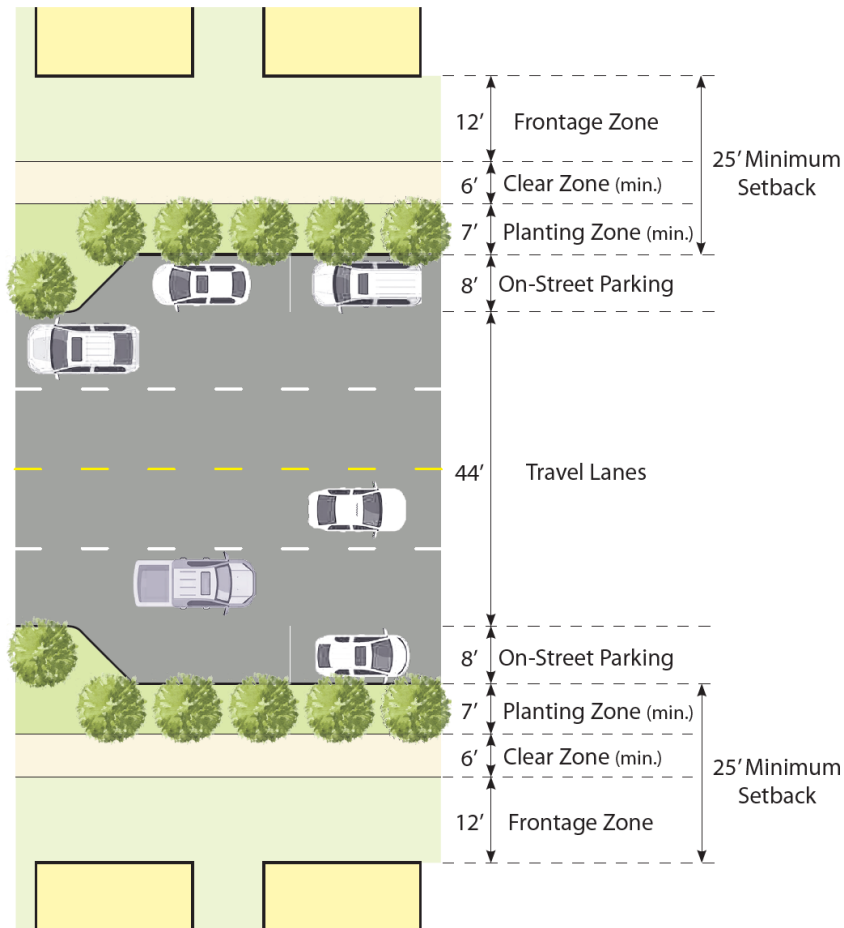
21184. Frontages on Major Streets – Frontages on existing public roads that are multi-lane
2120 constitute a special condition. Frontages along these corridors should be improved to
2122 create an enhanced public realm with defined build-to zones. A wider frontage and
enhanced landscaping is needed to provide for separation between people walking from
higher speed moving traffic.

FIGURE 8.2-6 FRONTAGES ON MAJOR STREET WITHOUT PARKING



2124

FIGURE 8.2-7 FRONTAGES ON MAJOR STREET WITH PARKING



2126

c) Building Frontage

2128

All habitable structures must have a primary façade within the maximum setback on a Type A or Type B frontage.

2130

1. When a building is adjacent to a Type A and a Type B frontage zone, the Type A zone shall take precedence for placement of the primary façade.

2132

2. In limited circumstances a building may front on a Type C frontage if a waiver is granted as part of site plan approval.

2134

a. On existing streets without parallel parking, the entrance maybe located on the secondary frontage of the building accessible via a walkway perpendicular to the public sidewalk.

2136

21383. Building facades on Type A and Type B frontage zones must have high quality architectural design.
21404. Each primary façade must have at least one public building entrance except that for facades facing a Major Street without on-street parking, the entrance may be located on
- 2142 mid-block passage perpendicular to and connected to the public sidewalk.

d) Building Setbacks/Build-to Zones

21441. Setbacks from Property Lines

2146 At all project boundaries not abutting streets the following setbacks shall apply.

	<u>Minimum Setback</u>
<u>Rear</u>	<u>25 feet</u>
<u>Side</u>	<u>10 feet</u>

2. Required Setbacks from Streets

2148 To ensure consistent frontage conditions, setbacks are measured from the

2150 back of curb. Where the distance between property line and the curb is

2152 greater than the maximum setback, the maximum setback shall be two (2) feet

2152 from the property line. All setbacks are subject to the requirement that no

2152 structure shall encroach onto the public right of way nor shall any structure

2152 encroach into any utility easement without approval by the County.

2154 a. Build-to zones: Where maximum setbacks apply, the primary façade of

2156 the building must be located between the minimum setback and

2156 maximum setback. This is the "build-to" zone.

2158 b. Any existing Minor Street shall be designated as an "A" or "B" street for

2158 the purposes of setback requirements.

	<u>Setback from Back of Curb</u>	
	<u>Minimum</u>	<u>Maximum</u>
<u>Major Streets</u>	<u>25 feet</u>	<u>50 feet</u>
<u>A Streets</u>	<u>17 feet</u>	<u>25 feet</u>
<u>B Streets</u>	<u>15 feet</u>	<u>20 feet</u>
<u>C Streets</u>	<u>10 feet</u>	<u>n/a</u>

- 2160 c. Setbacks exceeding the maximum are permissible to accommodate
2162 landscaped courtyards or outdoor dining areas provided that the
additional setback does not extend more than 50 feet in depth or in
2164 length.
- 2166 d. The following features may extend forward of the minimum setback
2168 provided they do not encroach into public right-of-way:
- Awnings, canopies, balconies, or other projections that do not
obstruct pedestrian movement at street level or impact signalized
intersections.
- 2170 e. The following features may extend forward of the minimum setback
provided they do not encroach into public right-of-way and/or utility
2172 easements:
- Galleries or colonnades subject to design approval by the Planning
2174 and Development Director. Colonnades with low ceiling heights,
narrow pedestrian ways, or columns that are too large or closely
2176 spaced limit light, discourage pedestrian movement, and create
issues related to Crime Prevention Through Environmental Design
(CEPTED) by limiting visibility.
- 2178 e) Street and Frontage Design
1. All streets and internal driveways intended to satisfy block perimeter requirement must
2180 meet the standards described in Table 8.2-B.
 2. Where referenced the Sidewalk Clear Zone describes the minimum width of the sidewalk
2182 which must be provided as an unobstructed path for pedestrians from ground level to
eight (8) feet in height. This area must be clear of stationary or movable objects such as
2184 trees, benches, or retail displays.
 3. Outdoor seating for food and beverage uses is permitted on sidewalks. Dining areas shall
2186 not encroach into the Sidewalk Clear Zone.
 4. Sidewalk furniture is required on "A" frontages and includes those features that are
2188 intended to enhance the street's physical character and use by pedestrians, including
2190 benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and
kiosks.

TABLE 8.2-B REQUIRED ELEMENTS OF MINOR STREET DESIGN

	Type A Frontage	Type B Frontage	Type C Frontage
<u>Number of Travel Lanes</u>	<u>2, two-way</u>	<u>2, two-way</u>	<u>2, two-way</u>
<u>Min. Pavement Width</u>	<u>20 feet minimum</u>	<u>20 feet minimum</u>	<u>20 feet minimum</u>
<u>Width of Travel Lanes</u>	<u>10 feet - 11 feet</u>	<u>10 feet - 11 feet</u>	<u>10 feet - 12 feet</u>
<u>Parking Lane</u>	<u>Parallel, Both sides</u>	<u>Parallel Encouraged</u>	<u>Parallel or Angled Permitted</u>
<u>Parking Lane Width</u>	<u>7 feet – 8 feet</u>	<u>7 feet – 8 feet</u>	<u>7 feet - 8 feet for parallel</u>
<u>Public Realm Requirements:</u>			
<u>Sidewalks³</u>	<u>Both sides, every block</u>	<u>Both sides, every block</u>	<u>Both sides, every block</u>
<u>Sidewalk Clear Zone (min.)¹</u>	<u>6 feet minimum</u>	<u>5 feet minimum</u>	<u>5 feet minimum</u>
<u>Planting, Furnishing and Edge Zone²</u>	<u>8 feet minimum</u>	<u>8 feet minimum</u>	<u>Minimum:</u> <u>5 feet for understory trees</u> <u>8 feet for canopy street trees</u>
<u>Landscaping</u>	<u>Canopy Street trees in wells or planters</u>	<u>Canopy Street trees in wells, planters, or in a planting strip</u>	<u>Street trees in wells, planters, or in a planting strip</u>

1. The Sidewalk Clear Zone is the minimum width of the sidewalk which must be provided as an unobstructed path for pedestrians from ground level to 8 feet in height. This area must be clear of stationary or movable objects such as trees, benches, or retail displays.
2. Sidewalk furniture is required on "A" frontages and includes those features that are intended to enhance the street's physical character and use by pedestrians, including benches, bus shelters, trash receptacles, planting containers, pedestrian lighting, and kiosks.

3. Outdoor seating for food and beverage uses is permitted on sidewalks. Dining areas shall not encroach into the pedestrian clear zone.

5. Frontages on Existing Streets

a. Existing Major Streets

<u>Public Realm Requirements:</u>	
<u>Sidewalks</u>	<u>Required</u>
<u>Sidewalk Clear Zone (min.)</u>	<u>6 feet minimum</u>
<u>Planting, Furnishing and Edge Zone</u>	<u>7 feet minimum</u>
<u>Landscaping</u>	<u>Canopy Street trees in wells, planters, or in a planting strip</u>

b. Existing Minor Streets:

Frontages on Minor Streets should be the designed to meet the Public Realm Requirements of an A or B frontage unless otherwise approved by Development Services Director.

8.2.6 Site Design Requirements

a). Site Design Guidelines

The site should be organized to create an enhanced pedestrian realm and maximize pedestrian access. Buildings should be located close to sidewalks as stipulated by maximum setbacks and other design criteria When substantial retail or restaurants are planned, they should be organized along type "A" frontages as a main street or facing a civic space such as a square.

Existing or new streets/drives, whether public or private, shall divide the site into blocks. Block perimeters must not exceed 2,000 feet except where access management criteria for existing County roadways require greater lengths. The block perimeter is measured as the total length of a line enclosing the block along thoroughfare rights-of-way, internal streets, and civic spaces.

b). Frontage Assignments

Frontages should be organized to form a rational hierarchy. Highest-quality "A" frontages are intended for areas anticipated to have highest pedestrian traffic. To the extent feasible, pedestrians should be able to travel between destinations on the site and to existing public sidewalks using A and B frontages.

2228 Facing blocks should be assigned the same frontage type except along major
roadways (four or more travel lanes) or facing edge conditions such as civic
spaces, natural areas, or water bodies.

2230 Frontages should be coordinated with adjacent development to create a
continuous urban pattern.

2232 c) Buffering

2234 Perimeter buffers should be provided as described in <cross-reference>
except that perimeter buffers are not required between MUCD-zoned
2236 properties. Staff may waive buffer requirements that are inconsistent with the
goal of providing for multimodal connectivity between complementary uses

2238 8.2.7 Circulation and Access

a) Internal Circulation

2240 Internal circulation shall prioritize pedestrians, bicycles, and public transit in a
safe and convenient manner. Pedestrian walkways and bicycle paths within
2242 the development shall link to adjacent external sidewalks, trails, and public
roads. All structures shall be directly accessible to foot traffic, with pedestrian
2244 walkways connecting public sidewalks and parking areas to building
entrances.

2246 If a transit stop is located adjacent to the development, it shall be sheltered.
Transit shelters and walkway shelters shall be constructed consistent with
2248 transit agency standards for transparency and accessibility.

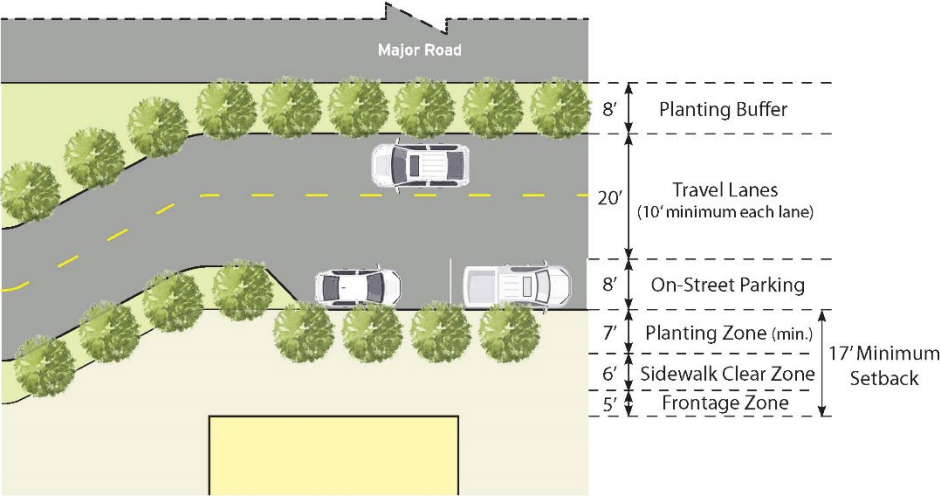
b) Cross Access Easements

2250 New construction should create connectivity with existing and potential
development on adjacent parcels.

2252 A system of joint use driveways and cross access easements shall be
established wherever feasible along external public roadways, and the
2254 building site shall incorporate the following:

1. Where provided, frontage lanes should extend along the entire property boundary and
2256 provide stub-outs to adjacent properties to provide for driveway separation consistent
with access management classification systems and standards.

2258 **FIGURE 8.2-8 FRONTAGE LANE ILLUSTRATION**



22602. Stub-outs should be constructed to meet the requirement that the abutting properties may be tied in to provide cross access via a service drive.
22623. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever feasible.

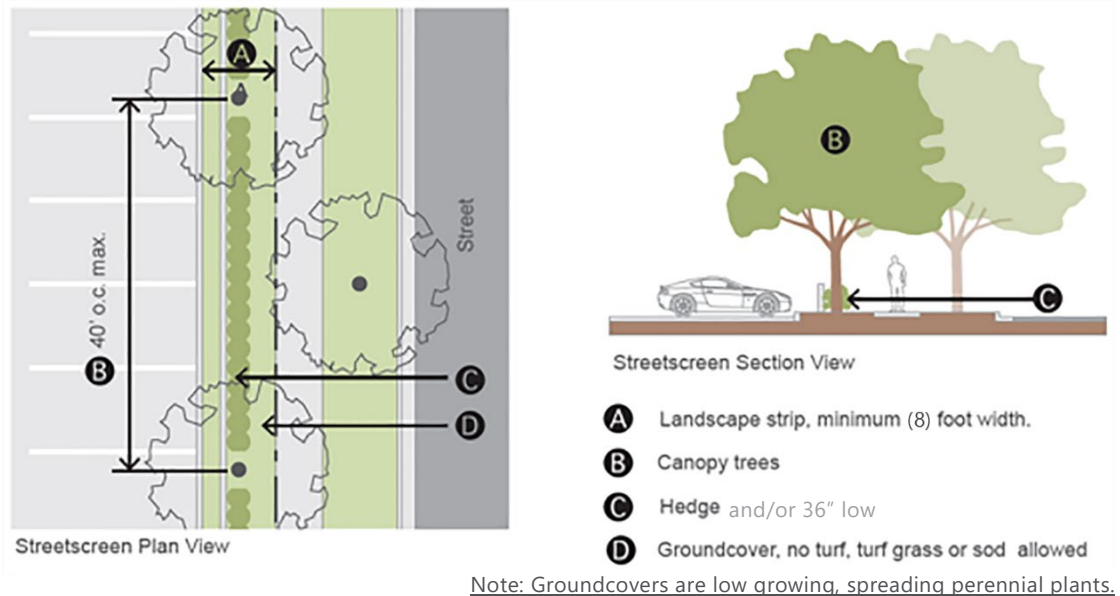
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8.2.8 Parking

- 2266 a) Shared parking between uses is permitted consistent with "Reductions for Shared Parking" under Section <cross-reference to be determined>.
- 2268 b) In all cases, bicycle and motorcycle parking shall be provided consistent with Sections <cross-reference>.
- 2270 c) Variations from parking requirements may be approved by the Development Services Director as part of an Alternative Parking Plan.
- 2272 d) Parking may not be located within any required setback except that a frontage lane may be built parallel to a major street (Figure Reference).
- 2274 e) Parking Screening

1. Where surface parking abuts a sidewalk, a streetscreen must be provided.

FIGURE 8.2-9: STREETSCREEN ILLUSTRATION



- 2276 2. Streetscreens (as defined below) must include a landscape area between fencing and the property line, a minimum of five (5) feet wide, as illustrated in Figure 8.2-9.
- 2278 3. The landscape area must be composed of groundcover, trees, and hedges.
- 2280 4. Trees are required as follows:
 - 2282 a. Canopy street trees are required between twenty-five (25) and forty (40) linear feet on-center, alternating with street trees; or
 - 2284 b. When utilities prohibit canopy trees, understory trees are required every twenty (20) linear feet on-center.
- 2286 5. Streetscreens (as defined below) that are longer than eighty (80) feet require a hedge as follows:
 - 2288 a. The hedge must be maintained between thirty (30) and forty-two (42) inches tall;
 - 2290 b. The hedge must be located behind streetscreen trees relative to the property line or inline with trees;
 - 2292 c. The hedge must be individual shrubs a minimum of 7-gallon plants, not less than 30 inches in height at the time of planting, and spaced no more than 30 inches on-center;

- 2294 6. A wall may be included in a streetscreen which should be between the parking and
required landscaping and be between three (3) and four (4) feet high.
- 2296 7. Existing landscape may be credited toward buffer area, provided existing vegetation is
supplemented with similar plant material in order to achieve eighty (80) percent opaque
within twelve (12) months of planting.

2298 f) Parking Garages

- 2300 1. Structured parking garages must comply with the Parking Garage Design Guidelines
(cross reference).
- 2302 2. Parking structures shall also comply with the following requirements:
- 2304 a. Parking structure facades are prohibited on "A" streets.
- 2306 b. Frontages of parking structures on "B" streets must incorporate
architectural features compatible with the principal structure. Parking
spaces on these frontages may not be located on angled ramps.
- 2308 c. Portions of parking structures on "B" streets that do not include
habitable ground floor uses shall incorporate a streetscreen (cross-
reference) except that canopy street trees shall be substituted by
understory trees.
- 2310 d. Direct pedestrian access from parking garages to each adjacent street
shall be provided.
- 2312 e. Vehicle entrances to parking structures shall be a maximum of forty-eight
(48) feet this in width and shall be separated from other vehicle access to
and from the structure or other parking structures on the same side of
the block by a minimum distance of 400 feet.

2316 g) Loading Zones

2318 Loading zones or spaces shall be provided for all nonresidential uses as
provided in <cross-reference>. However, variations from these requirements
may be approved by the Development Services Director as part of an
2320 Alternative Parking Plan under <cross-reference>.

8.2.9 Civic Space Requirements

2322 a) Civic Space Quantity

2324 Civic Spaces meeting the standards in "Civic Space Types and Standards" are
required as described in Table YY. All acreages shall be calculated as Net
Buildable Acres.

<u>Site Size</u>	<u>Required Civic Space</u>
<u>Less than six acres</u>	<u>Not required</u>
<u>Six acres or more</u>	<u>5% of acreage exceeding 5 acres</u>

2326

Example calculations:

<u>Site Size (in acres)</u>	<u>Acreage Above 5 Acres</u>	<u>Required Civic Space Percentage</u>	<u>Required Civic Space in Acres</u>
<u>5.5</u>	<u>0.5</u>	<u>n/a</u>	<u>0</u>
<u>6</u>	<u>1</u>	<u>5%</u>	<u>0.05 Acres</u> <u>(2,178 Sq. Ft.)</u>
<u>10</u>	<u>5</u>	<u>5%</u>	<u>0.25 Acres</u>
<u>20</u>	<u>15</u>	<u>5%</u>	<u>0.75 Acres</u>

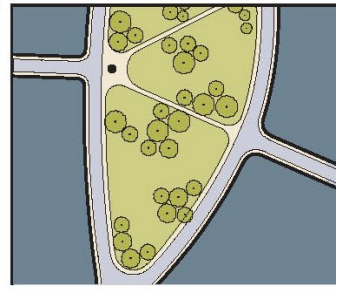
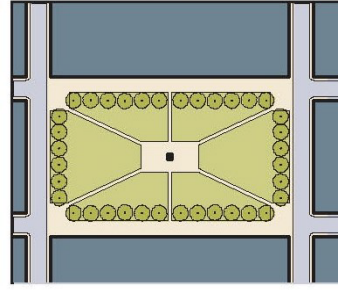
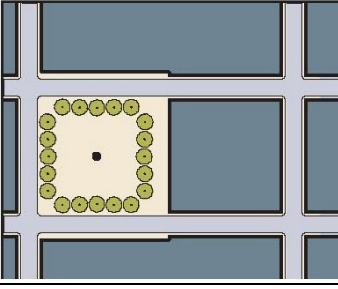
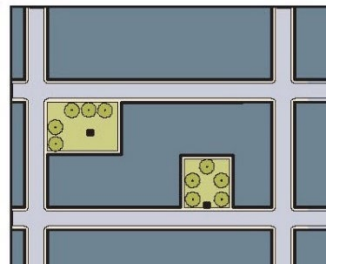
2328

b) Civic Space Types and Standards:

2330

To count toward the minimum Civic Space Requirements, a proposed Civic Space must meet be designated with a Civic Space Type and meet the standards for that type.

2332 **TABLE 8.2-C CIVIC SPACE TYPES**

Type	Description	Illustration
<u>Park/Green:</u>	<u>A Civic Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed.</u>	
<u>Square:</u>	<u>A Civic Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares.</u>	
<u>Plaza:</u>	<u>A Civic available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape consists primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets.</u>	
<u>Small Park / Plaza:</u>	<u>A Civic Space designed for passive recreation.</u>	

Civic Spaces require detailed landscape design and approval by the Planning & Zoning Director. All Civic Spaces must include ADA compliant walkways connected to all abutting sidewalks and building entrances.

2336 Civic Spaces must meet the following standards.

1. Civic Spaces must comply with all standards in Table YY.
23382. Civic spaces must be bordered by a street or drive as required in Table YY.
3. Minimum landscaping is required in addition to any Public Realm Requirements related
2340 to adjacent streets / frontages as described in Table YY.
4. The amount of required Civic Space that may be met with a single Civic Space space type
2342 is limited by "Maximum Usage Towards Requirements" described in Table 8.2-D.

TABLE 8.2-D CIVIC SPACE REQUIREMENTS

	<u>Minimum Thoroughfare Frontage</u>	<u>Size</u>	<u>Minimum Width</u>	<u>Minimum Landscaping</u>	<u>Impervious Surface</u>	<u>Maximum Usage Toward Requirements</u>
<u>Park/Green</u>	<u>2 sides</u>	<u>0.5 acre minimum</u>	<u>100 ft</u>	<u>1 canopy tree / 4,000 square feet</u>	<u>20% maximum</u>	<u>100%</u>
<u>Square</u>	<u>1 side</u>	<u>0.2 – 1 acres</u>	<u>80 ft</u>	<u>1 canopy tree / 4,000 square feet</u>	<u>50% maximum</u>	<u>100%</u>
<u>Plaza</u>	<u>1 side</u>	<u>0.2 – 0.5 acres</u>	<u>60 ft</u>	<u>1 canopy tree / 6,000 square feet</u>	<u>40 - 90%</u>	<u>Greater of 0.5 acres or 50%</u>
<u>Small Park / Plaza</u>	<u>1 side</u>	<u>2,000 sf – 0.25 acres</u>	<u>40 ft</u>	<u>1 canopy tree / 4000 square feet</u>	<u>90% maximum</u>	<u>Greater of 0.25 acres or 50%</u>

2344

2346 8.2.10 Building Design Guidelines

a) Compatibility

2348 A mixed-use development shall present a consistent and attractive perimeter
2350 appearance on all sides. Unfinished and/or unpainted walls shall not be visible
from off-site, "A" frontages, or "B" frontages. Supporting facilities, other than
2352 those for fire safety and stormwater management, shall also be hidden from view,
including but not limited to:

1. Vehicle loading zones

2354 2. Storage areas for equipment or merchandise

3. Mechanical units

2356 4. Solid waste receptacles

5. Electrical substations and similar facilities

2358 6. Restaurant coolers and freezers

b) General Appearance

2360 The following components shall be incorporated into all buildings:

1. Awnings, canopies, or arcades shall be required over all doors, windows and other
2362 transparent elements on "A" streets and on retail uses. The height of the awnings,
canopies or arcades shall be between eight (8) and twelve (12) feet and shall be a
2364 minimum of four (4) feet in depth.

2. A cornice shall be provided on the side of a building facing a residential use and/or an
2366 external public roadway at a minimum of twelve (12) feet above the sidewalk or at a
height similar to the cornice on an abutting property, but in no case shall the cornice
2368 exceed thirty (35) feet.

3. Buildings shall incorporate lighting and changes in mass, surface or finish to emphasize
2370 their front entrances.

4. Buildings shall provide a foundation or base, typically from ground to bottom of the
2372 lower windowsills, with changes in volume or material. A clear visual division shall be
maintained between the ground level floor and upper floors with either a cornice line or
2374 awning from twelve (12) to sixteen (16) feet above ground level, whichever applies to the
proposed development. No more than twenty (20) feet of horizontal distance of wall
2376 shall be provided without architectural relief for building walls and frontage walls facing
the street. All buildings shall use at least three of the following design features along all
2378 primary and secondary elevations of the building:

a. Divisions or breaks in materials chosen from a common palette

- 2380 b. Window bays
- c. Separate entrances and entry treatments, porticoes
- 2382 d. Variation in roof lines
- e. Awnings
- 2384 f. Functional dormers
- g. Gables
- 2386 h. Recessed entries
- i. Covered porch entries
- 2388 j. Cupolas

c) Storefront Character

2390 Each building's storefront or frontispiece shall provide the following architectural features on the front or side building facade:

- 2392 1. Buildings on corner lots shall be located within the build-to zone for both streets unless a civic space is provided. Except that if the corner is the intersection of two Type C Frontages or a Type B and a Type C Frontage this requirement does not apply, Corner building entrances are encouraged especially where two Type A Frontages intersect. .
- 2394
- 2396 2. Building side walls exposed to a public street shall not exceed blank wall areas of 30% or more of the total vertical wall surface, nor exceed twenty (20) linear feet without being interrupted by a change in wall plane (minimum sixteen (16) inches offset), roof plane, or the additions of window(s), balconies, side entries, or other authentic fenestration element.
- 2398
- 2400
- 2402 3. Walls must achieve a glazing-to-wall ratio between 15%-35% of the whole wall, or each wall segment.

d) Windows and Transparency

2404 The following provisions must be met for windows in all non-residential buildings:

- 2406 1. The facades of all buildings with the ground floor facing a street, park, plaza, or residential building must have transparent windows with a glazing-to-wall ratio of 50% (minimum) to 80% (maximum) of the ground floor wall of each storefront's linear frontage. Mirrored glass, obscured glass and glass block are not permitted. Energy-saving window tinting with a minimum of 40% light transmittance may be permitted.
- 2408
- 2410 2. Windows must remain transparent so that the inside of the space is visible from the public way. Full window signs, decals, shelving, blinds, etc. that may obscure views are not permitted. Exception: Product displays (like mannequins displaying clothes for sale).
- 2412

3. Display windows shall be lit at night.

2414 4. The sill of any ground floor window shall be no more than 2.5 feet above finished floor
2416 level; the top of the windows must be no more than seven (7) feet above finished floor
level.

e) Exterior Lighting on Buildings

2418 Exterior lighting shall be directed at the building itself without illuminating other
areas of the site.

2420 f) Building Color

Building colors shall be muted colors and earth tones unless otherwise approved
2422 by the Development Services Director as a part of the approval process.

8.3 MM Missing Middle District and Alternative Standards

2424 8.3.1 Intent and Purpose

The purpose of the Missing Middle District and Alternative Standards is to encourage
2426 for a wider range of housing choices in central locations accessible to services. This
2428 includes permitting smaller units and more compact site plans to increase
affordability without subsidies.

8.3.2 Definitions

2430 Missing Middle Housing is defined as residential units meeting any of the following
definitions which may be in alone or groupings of multiple typologies:

2432 a) Small Lot Single-Family: Single-family homes on small sized lots designed to
increase yield while remaining detached. These types often use unconventional
2434 lot dimensions and site plans responsive to the specific unit design and layout.

b) Cottage Court: A group of small, detached structures arranged around a shared
2436 court visible from the street. The shared court replaces the function of a rear yard.
Unit entrances should be from the shared court.

2438 c) Duplex – Side-by-Side: A detached structure that consists of two dwelling units
arranged side-by-side, each with an entry from the street. This type has the
2440 appearance of a small-to-medium single-unit house.

d) Duplex – Stacked: A detached structure that consists of two dwelling units
2442 arranged one above the other, each with an entry from the street. This type has
the appearance of a small-to-medium single-unit house and fits on narrower lots
2444 than the side-by-side duplex.

- 2446 e) Townhouses – An attached structure that consists of 4 to 6 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard.
- 2448 f) Triplex – Stacked: A detached structure that consists of 3 dwelling units typically stacked on top of each other on consecutive floors, with one entry for the ground
- 2450 floor unit and a shared entry for the units above.
- 2452 g) Fourplex – Stacked: A detached structure with four dwelling units, two on the ground floor and two above, with shared or individual entries from the street. This type has the appearance of a medium-sized single-unit house.
- 2454 h) Six-plex: A detached structure that consists of 6 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street.
- 2456 i) Courtyard Building: A medium sized (1 to 3.5-story) detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a
- 2458 courtyard or series of courtyards. Each unit is accessed from the courtyard or a public sidewalk and shared stairs each provide access up to 3 units.
- 2460 j) Live-Work: An attached or detached structure consisting of one dwelling unit above or behind a fire-separated flexible ground floor space that can
- 2462 accommodate a range of non-residential uses. The flex space and residential unit typically have separate street entrances.
- 2464 8.3.3 Review of development proposals
- a) Final Development Plan Required
- 2466 Prior to subdivision or site plan approval, the applicant must submit a final
- 2468 development plan consistent with the development criteria and limitations in the Missing Middle Alternative standards and any conditions of approval. This plan
- 2470 must be reviewed and approved by the Planning and Development Director or their designee.
- b) Building Elevations Required
- 2472 Prior to subdivision or site plan approval, the applicant must submit building
- 2474 elevations for all proposed Missing Middle Housing Typologies for review by the Planning and Development Director or their designee.
- 8.3.4 Applicability
- 2476 a) Missing Middle standards may be applied in the following conditions:

- 2478 1. MM Zoning District: Where MM District is applied the typologies within a proposed
2480 development and the development type are limited by the applicable Future Land Use
District as described in **Error! Reference source not found.** A development within the
2482 MM Zone may include single-family development consistent with R-1BB standards
2484 subject the requirement that they meet the site planning requirement of this section.
- 2486 2. PD Zoning District: Missing Middle Housing may be approved as part of a new PD
application or a substantial change to an existing approved PD. The typologies within
the applicable portion of a proposed development and the development type are limited
by the applicable Future Land Use District as described in **Error! Reference source not**
found.
- 2488 8.3.5 Specified Zoning Districts: Missing Middle Alternative Standards may be used in the
zones and under the conditions specified in **Error! Reference source not found.**
with limitations on typology and development type as described.
- 2490 a) Missing Middle Development Types:
- 2492 1. Missing Middle Development: A development in which only Missing Middle Typologies
are proposed.
- 2494 2. Mixed Housing Development: A development in which both Missing Middle Typologies
and Typologies otherwise permitted in the underlying zone are proposed.
- 2496 8.3.6 Allowable Typologies and Densities
- 2498 a) Typologies are permitted where described in **Error! Reference source not found.**
The average density of a proposed development must be consistent with the
applicable Future Land Use District.

TABLE 8.3-A: PERMITTING MISSING MIDDLE TYPES

	<u>Permitted Types:</u>								<u>Type of Development:</u>	
<u>Applicable Zoning:</u>	<u>Small Lot Single-Family</u>	<u>Cottage Court</u>	<u>Duplex</u>	<u>Triplex / Quadplex</u>	<u>Townhouse</u>	<u>Six-plex</u>	<u>Courtyard</u>	<u>Live/Work</u>	<u>Mixed Housing Development</u>	<u>Missing Middle Development</u>
<u>In Centers & Corridors:</u>										
<u>R-1, R-1A</u>	●	●							●	●
<u>R-1B, R-1BB</u>	●	●	●	○*					●	●
<u>In USA (Urban Service Area):</u>										
<u>R-2</u>	●	●	●	○**					●	●
<u>R-3, R-3A, R-4</u>	●	●	●	●	●	●	●	●	●	●
<u>C-1, C-2,</u>				●	●	●	●	●	●	
<u>OP</u>								●	●	●
<u>MUCD</u> (proposed)	●	●	●	●	●	●	●	●	●	●
<u>MM or PD Rezoning by FLU:</u>										
<u>LDR</u>	●	●	●	○	○				●	●
<u>MDR</u>	●	●	●	●	●	●	●		●	●
<u>HDR</u>	●	●	●	●	●	●	●		●	●
<u>MXD</u>	●	●	●	●	●	●	●	●	●	●
<u>Commercial</u>				●	●	●	●	●	●	●
<u>Notes:</u> ● <u>Permitted</u> ○ <u>Permitted with a maximum of two (2) stories</u> * <u>Maximum Living Area per Building: 3,000 SF</u> ** <u>Maximum Living Area per Building: 4,000 SF</u>										

8.3.7 Site Regulations:

- 2502 a) Missing Middle typologies may be clustered or distributed throughout the project.
- b) No single Missing Middle typology may exceed 5 acres of developable land.
- 2504 c) Development includes a connected street grid which is accomplished by meeting
 the following conditions:
- 2506 1. No portion of the project may be gated.
2. Existing or new streets/drives, whether public or private, shall divide the site into blocks.
2508 Block perimeters must not exceed 2000 feet except where access management criteria
 for existing County roadways require greater lengths. The block perimeter is measured as
2510 the total length of a line enclosing the block along thoroughfare rights-of-way, internal
 streets, and civic spaces.
- 2512 3. Sidewalks are required on both sides of every street
4. Dead end streets, hammerheads, and cul-de-sacs are prohibited.
- 2514 5. The development must provide connections to all adjoining public streets and trails and
 existing "stub-outs" on adjacent properties.
- 2516 6. The development must provide "stub-outs" for future connectivity to adjacent vacant
 lots.
- 2518 7. Pedestrian or vehicular connections to existing commercial uses should be provided
 where feasible
- 2520 d) Restrictions near development boundaries:
1. Buildings are limited to two stories within 100 feet of a district boundary with an existing
2522 single-family development or single-family residential zone.
2. The lowest intensity typologies within the project shall abut boundaries with an existing
2524 single-family development or single-family residential zone.

8.3.8 Open Space

- 2526 Where Open Space is required in the applicable zoning district, those standards shall
 be applied. If Open Space is not otherwise required, the standards below shall apply.
- 2528 a) A minimum eight (8) percent of developable land shall be set aside as Open Space
 that meets the standards described below.
- 2530 b) Open Space may be provided in multiple locations subject to the following
 requirements. Each qualifying Open Space must be:
- 2532 1. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian
 pathways.
- 2534 2. Not less than 0.25 contiguous acres.

3. A minimum of forty (40) feet in width, except that open space areas adjacent to a stormwater pond or natural lake must be a minimum of 20 feet in width from the top of berm to the public right of way or lot line.

25384. Open Space shall be proximate to Missing Middle units

c). Street trees are required in Missing Middle Development and on all streets abutting Missing Middle Typologies in Mixed Developments. Street trees must meet the following standards:

25421. Be planted an average of forty (40) feet on center on both sides of internal streets and on existing rights of ways adjoining the site.

25442. Be located in a planting strip or tree well with a minimum width of eight (8) feet. Tree wells or planting strips less than ten (10) feet in width must incorporate a root barrier at the edge of pavement.

3. Be selected from the list of approved Canopy Street Trees (14.15(j)).

25484. Meet the standards of Sec. 30.1228. - General provisions for all landscaped areas.

d). Minimum Parking Requirements:

25501. Two parking spaces are required per unit except that parking for units less than 1000 sq. ft. may be reduced to 1.5 spaces per unit.

25522. On-street parking is required on streets adjacent to missing middle units.

3. Required parking may be located in common areas or on-street provided that such parking is within 150 feet of the unit.

e). Building Frontage:

2556 1. Buildings not fronting on a street must front on a common open space, a pedestrian pathway or a multi-use trail.

2558 2. Buildings not fronting on a street must be part of a common emergency access plan or be adjacent to an alley built to emergency access standards.

2560 3. Up to six lots may be accessed by a commonly held easement drive that is ungated and designed to permit fire access (aka parking court).

2562 f). Residential Garages:

2564 1. Where applicable, a garage door facing an alley must be setback from the edge of pavement either between seven (7) and eight (8) feet or a minimum of twenty (20) feet.

2566 2. Lots with a front-loaded garage must be at least fifty (50) feet in width with the exception of units lots that are a part of a parking court typology. Garages associated with townhomes must be served by an alley regardless of unit size.

8.3.9 Missing Middle Dimensional Standards:

Designated Missing Middle Units must meet the alternative design and dimensional standards described in this section and in Table 8.3-B.

a) Garages, carports, open or screened porches or breezeways may not be counted towards the Minimum Living Area requirement in Table 8.3-B.

b) Duplexes, Cottage Court and High-Density Single-Family structures may be located on a common lot. Where units are located on a common lot, minimum separation between structures must be 10 feet.

c) Minimum lot size requirements are not applicable to missing middle units.

TABLE 8.3-B MISSING MIDDLE DIMENSIONAL STANDARDS

	<u>Dimensional Standards</u>							
	<u>Small Lot Single-Family</u>	<u>Cottage Court</u>	<u>Duplex</u>	<u>Town-homes</u>	<u>Triplex/Quad plex</u>	<u>Six-plex</u>	<u>Courtyard</u>	<u>Live/Work</u>
<u>Minimum Yards in feet:</u>								
<u>Front</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>
<u>Side</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>10</u>	<u>7.5</u>
<u>Street Side</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>
<u>Rear</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Rear (Accessory Structure)</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Min. Living Area Per Unit (Sq. Ft.)</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>
<u>Max. Height (in feet)</u>	<u>35</u>	<u>35</u>	<u>35</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>	<u>40</u>

8.4 R-AH Affordable Housing Dwelling District/~~Subdivision Standards/Administration~~

8.4.1 Description of district.

This district is composed of certain lands, water and structures permitting a variety of housing types and densities with modified subdivision standards to promote the development of affordable housing. R-AH developments are situated where they are well serviced by public and commercial services and have convenient access to thoroughfares or collector streets and to employment centers.

8.4.2 Uses permitted.

a) Single-family detached, duplex, townhouse, triplex, quadplex, six-plex, cottage court, or zero lot line dwelling structures including customary accessory uses.

b) Childcare facilities, evening child care facilities, and free-standing private kindergartens and/or voluntary prekindergarten education programs and grouphomes.

c) Home offices.

~~e)~~ d) Live/Work units

8.4.3 Minimum ~~district project~~ size.

Applications seeking The minimum size parcel to be assigned the R-AH zoning classification shall not be for development projects of not less than two five (52) netbuildable acres. If the R-AH District is to include a combination of non-residential uses and residential uses, the residential portion of the parcel shall be not less than five (5) net buildable acres parcel shall contain a minimum of ten (10) acres and the single-use nonresidential portion shall not exceed the greater of 2 acres or twenty (20) five (5) percent of the net developable buildable acreage of the district.

8.4.4 Building height.

In the R-AH District no building or structure may exceed ~~thirty-five~~forty (40)35 feet inheight or three stories. Where the proposed buildings vary in height from existing buildings at a District boundary by more than one story, the proposed building must stepback third story by 10 feet along the façade facing the property boundary.

8.4.5 Building site area requirements.

a) Each single-family detached or zero lot line dwelling structure in the R-AH District shall be located on a lot or parcel of land having a buildable area of not less than three thousand ~~six hundred~~ (3,600) square feet and a width of not less than forty (40) feet, measured at the building line.

b) Each two (2) family dwelling structure shall be located on a lot or parcel having a buildable area of not less than seven thousand two hundred (7,200) square feet and a width of not less than ~~eighty-five~~ (50) feet, measured at the building line.

8.4.6 Subdivision of duplex and ~~triplex~~ townhouse lots.

Lots proposed for duplex, triplex and zero lot line structures may be platted to facilitate separate and distinct ownership provided that:

a) Each unit of an attached dwelling unit shall be constructed at the same time and each unit shall be located on a buildable parcel of land having a minimum land area of three thousand ~~six hundred~~ (3,000) square feet.

b) The common party wall adjoining units shall be constructed, at a minimum, in accordance with the County's building code.

8.4.7 Yard regulations.

a) The following minimum yards shall be observed unless otherwise approved by the Board of County Commissioners:

Front		10 feet
Side	Single Family	<u>5 feet OR</u> <u>Side-yard home (1)</u>
	Other	5 feet
Side Street		15 feet
Rear		15 feet
Accessory Structures: Rear		5 feet
Note: A Side-yard home may have 0 foot Side-yard on one side of the building provided that the remaining Side-yard is a minimum of 10 feet.		

~~b) (a) Front. Twenty (20) feet;~~

b) Special Conditions:

2634 Street-facing garage doors shall be set back from the property line a
2635 minimum of 20 feet.

2636 ~~c) (b) Side. Side yard setbacks for single-family units shall be five (5) feet on each~~
2637 ~~side, or may be reduced to zero (0) feet on one side and ten (10) feet on the~~
2638 ~~opposite side, and shall be no less than fifteen (15) feet on a street side, with no~~
2639 ~~fence or any other structure encroaching into the side yard setback. Duplexes~~
2640 ~~must maintain setbacks of ten (10) feet on each side. Triplexes must maintain~~
2641 ~~setbacks of twenty-five (25) feet on each side (one (1) story structures) and~~
2642 ~~thirty-five (35) feet on each side (two (2) story structures). Side setbacks for~~
2643 ~~accessory structures shall be the same as for the primary structure.~~

2644 ~~d) (c) Rear. Fifteen (15) feet;~~

c) District boundary yard setbacks.

2646 Rear Yard setbacks for lots located at the boundary of the R-AH
2647 district shall be no less than twenty (20) feet for structures or
2648 buildings of one (1) story in height and no less than thirty-five (35)
2649 feet for structures or buildings over one (1) story. In infill conditions
2650 where a new unit shares a side lot boundary with existing units or is
2651 facing existing units, side and front setbacks shall be the same as the
2652 existing unit.

8.4.8 Minimum dwelling size.

2654 Each dwelling unit in the R-AH District shall have a minimum of ~~four seven~~
2655 ~~hundredfifty (700450)~~ square feet of living area not including garages, carports, open
2656 or screened porches or breezeways.

8.4.9 Affordability of dwelling units.

2658 No less than ~~one hundredfifty (5100)~~ percent of the dwelling units provided in the
2659 R- AH District shall be made available to low and moderate income households. No
2660 less than ~~twentyforty (20 40)~~ percent of the dwelling units provided shall be made
2661 available for lease or purchase by low income households. Where both affordable
2662 and market- rate units are provided, the community should be designed as a single
2663 mixed-income neighborhood such that housing types are intermixed there is no
2664 special separation of market rate and affordable units. Affordable units should
2665 accommodate a mix of household sizes. A proposed development which is more
2666 than seventy (70) percent affordable units shall not exceed fifteen (15) acres. The
2667 County shall develop procedures and controls to monitor and enforce this provision
2668 which may include declarations of covenants in development orders and
development permits which run with the land.

2670 8.4.10 Submittal requirements.

a) Prior to processing an application for R-AH zoning, the County must receive:

- 2672 1. An executed affordability agreement, in a format acceptable to the County,
2674 guaranteeing that the specified percentage of dwelling units will be sold or
rented at a price that is affordable to households of low and moderate income, a
Restricted Use Covenant (RUC) (refer to *Section 40.9 (h)* of LDC); and
- 2676 2. A statement of proposed development order conditions including a description of the
number, type, and cost (purchase price and/or rent) of all dwelling units; and
- 2678 3. A description of any net buildable acres devoted to any proposed nonresidential
structures on the development site; and
- 2680 4. A description of proposed buffers along the project's periphery; and
- 2682 5. A description of any other special design features in addition to those required in the R-
AH District.

8.4.11 Development time limitations.

2684 If, within eighteen (18) months of being assigned the R-AH zoning classification, a
final plat or site plan has not been approved, the assignment of the R-AH zoning
2686 classification shall be reviewed by the Planning and Zoning Commission to determine
the continuing appropriateness of the R-AH District zoning classification for the
2688 subject property. The Board of County Commissioners shall consider the
recommendations of the Planning and Zoning Commission and may rezone the
2690 property to a more appropriate zoning classification or shall extend the deadline for
final plat or site plan approval. These procedures shall also be followed when such
2692 extended deadlines are not met.

8.4.12 *Streets.*

2694 The character, width, grade and location of all streets and bridges must conform to
the standards of Section 35.62 of this Code and the detailed specifications found in
2696 the Seminole County, Florida Public Works Engineering Manual described in Section
5.20(a) of this Code, with the following exceptions permitted for the R-AH single-
2698 family dwelling district if consistent with sound engineering practices:

a) *Subgrade:* A compacted subgrade of existing material is permitted on local
2700 designated streets. The subgrade must conform to the same standards and
inspection requirements as required for stabilized subgrade specified in the
2702 Seminole County, Florida Public Works Engineering Manual described in Section
5.20(a) of this Code or a minimum Limerock Bearing Ratio (LBR) rating of 40 must
2704 be achieved.

b) *Wearing surface*: The wearing surface for all local and residential streets must have a compacted minimal thickness one and one-fourth (1¼) of an inch. All other wearing surface standards including those for arterials and collectors must meet the requirements of the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code.

c) Minimum right-of-way (ROW) and pavement widths:

1. The following minimum rights-of-way and pavement widths may be permitted, provided that the street will not carry more than five hundred (500) daily trips:

Curb and Street Type	Row in Feet		Pavement in Feet (inside of curb to inside of curb)	
	Urban Section	Rural Section	Urban Section	Rural Section
Local	36	50	20	20
Residential	36	50	20	20

Pavement width must be measured from inside of curb to inside of curb, exclusive of curbs. On-street parking is not permitted on streets with reduced right-of-way and pavement widths of twenty (20) feet. The developer shall furnish easements for sidewalks where required and shall erect signs prohibiting on-street parking as required by the County Traffic Engineer.

Curb and Street Type	Row in Feet		Pavement in Feet (inside of curb to inside of curb)	
	Urban Section	Rural Section	Urban Section	Rural Section
Local	60	80	24	24
Residential	50	70	24	24

Cul-de-sac (radius)	44	50	42	42
Low Traffic	46	46	20	20
Service Drive	50	70	24	24

2720 d) Dead-end streets: Permanent dead-end streets less than three hundred (300) feet
2722 in length are permitted to have T-turnarounds. T-turnarounds must have a
pavement width of no less than twenty-eight (28) feet.

e) Sidewalks: Sidewalks are required as follows:

- 2724 1. A minimum of five (5) feet in width is required for concrete sidewalks on both sides of
each streets.
- 2726 2. The County does not require a concrete sidewalk on culs-de-sac, T-turnarounds and
dead-end streets less than three hundred (300) feet in length.
- 2728 3. Easements must be provided for all necessary sidewalks, as determined appropriate by
the County, and properly documented on the plat as required by Section 35.65 of this
2730 Code.

8.4.13 *Sewer.* Sanitary sewers, water design standards and multiple meter boxes must all comply with the standards set for the [forth] in the Seminole County, Florida Environmental Services Utilities Engineering Manual described in Section 5.20(b) of this Code.

8.4.14 ~~*Drainage Stormwater systems.*~~ *Drainage* Stormwater systems must conform to the standards of Section 35.97 of this Code and the detailed specifications found in the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code ~~except that, if authorized by State law, the use of a positive bleed-down orifice or "V-notch" weir is permitted in lieu of underdrains, provided that the retention or detention facility is a wet bottom (lake-type) design in accordance with the Seminole County, Florida Public Works Engineering Manual described in Section 5.20(a) of this Code.~~

8.4.15 *Innovative subdivision design.* Innovative engineering designs such as Low Impact Development that provide for improved stormwater management, improved structure siting, increased emergency vehicle access or decreased cost of development at the same level of service and quality achievement may be approved on a case-by-case basis. Innovative material composition or size may be approved if it can be shown that adequate quality is maintained.

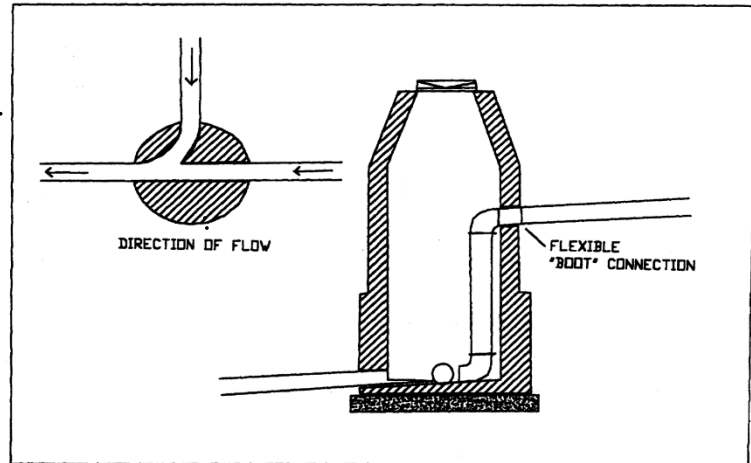
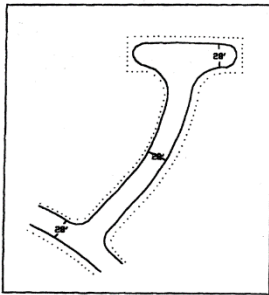
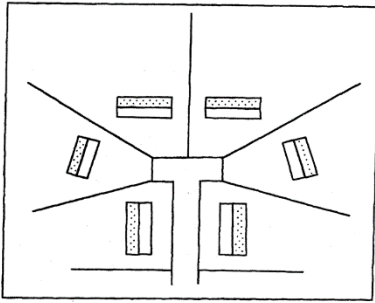
8.4.16 *Owners' associations and community associations.* One or more condominium associations, cooperative associations, or homeowners' associations as described respectively in Chapters 718, 719 and 720, Florida Statutes (2013), as these statutes may be amended from time to time, must be established in connection with any subdivision approved under this part. The purposes of any such association include enabling the residents, of the subdivision to achieve the maximum benefit from the subdivision, to facilitate the management of the subdivision in the mutual interests of the residents and to maximize the continuing overall quality of the subdivision.

8.4.17 *Administration.*

The following administrative procedures and standards will apply to the R-AH District:

a) *Effectiveness review:* Standards for the R-AH District will be reviewed annually by the program review committee or its successor entity to determine effectiveness in providing affordable housing, and recommend changes, if any, regarding effectiveness relative to housing cost.

b) *Permit and inspection fees:* All development permits and inspection fees may be waived by the Board of County Commissioners for applications meeting the minimum requirements of the R-AH District.



2768

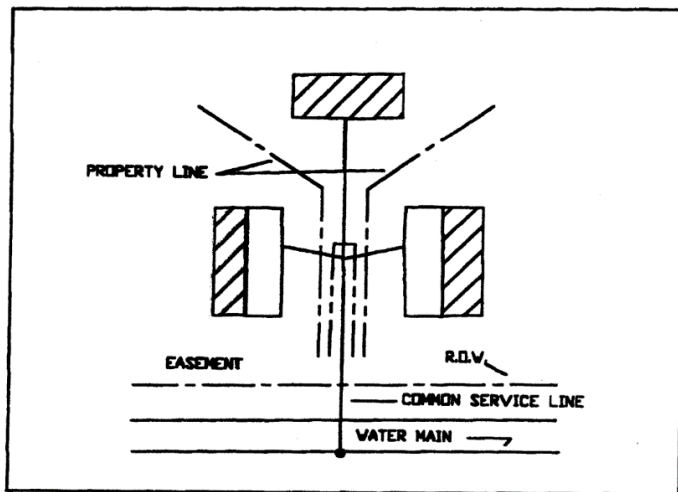
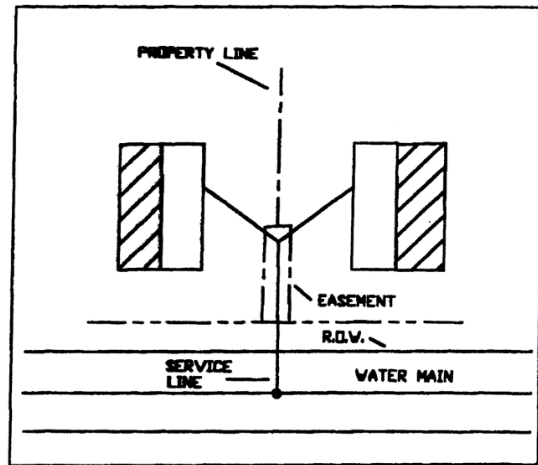
T-TURNAROUND

INSIDE DROP MANHOLE CONNECTION

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MULTIPLE WATER SERVICE CONNECTION



2770

MULTIPLE WATER SERVICE CONNECTION

2772

8.5 PD Planned Development

8.5.1 Intent and purpose.

The Planned Development (PD) district is to promote flexibility and innovation to meet the needs of County residents and businesses by facilitating intended to facilitate innovative design solutions and development plans types, and combinations thereof, that may be difficult to achieve under conventional zoning regulations.

Planned developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan.

Examples of development concepts that may be appropriate for PD zoning include, but are not limited to, enhanced protection of natural resource areas, mixed use or transit-oriented development, and infill development or redevelopment. Increase in density or intensity alone shall not be a sufficient justification for seeking an alternative to conventional zoning districts.

Development standards to be applied ~~implemented~~ within a planned development shall be established by the Board of County Commissioners (BCC) at the time of rezoning. Such rezoning shall be conditioned upon a master development plan and a written development order. Specific criteria for the development may address, but are not limited to, compatibility with surrounding land uses, road access, availability and efficient use of utility capacity, coordination with transit, etc. Architectural and other appearance-related design elements should ~~may~~ be included as approval conditions where the Board ~~BCC~~ finds they will support goals are necessary to achieve crucial aspects of the development concept, such as economic development feasibility, neighborhood compatibility, or enhancement of an area.

General standards of this Code that are not specific to any zoning district, such as parking, stormwater management, lighting, and landscaping, shall apply within a planned development unless variations are approved through a PD master development plan and/or development order.

8.5.2 Permitted uses—(PD).

Except as permitted herein, no use shall be specifically permitted or prohibited within a planned development by requirement of this part. Uses which are permitted, permitted subject to conditions, or prohibited within an individual planned development shall be noted as such through the master development plan and/or development order. In all cases, allowable uses, including density and intensity limits, shall be consistent with the Comprehensive Plan. Any use requiring licensing or other

2808 approval by the State of Florida or the Federal government shall obtain such approval
as a condition for inclusion within any planned development.

2810 a) Accessory dwelling units within a PD may be administratively approved by the
2812 Planning and Development Division Manager subject to the requirements of
Section 30.1345(g).

8.5.3 Review criteria.

2814 a) Comprehensive Plan Consistency

2816 In approving a planned development, the Board of County Commissioners
shall affirm that the proposed development is consistent with the
2818 Comprehensive Plan, and effectively implements any performance criteria
that the Plan may provide.

~~a) b)~~ Greater Benefit and Innovation Criteria

2820 In addition, PD zoning may be approved only when the Board determines that the
proposed development cannot be reasonably implemented through existing
2822 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
2824 benefits ~~may~~ must include two or more of the following:

1. Natural resource preservation,
28262. ~~urban design,~~ Crime Prevention,(CEPTED)
3. neighborhood/community amenities,
28284. provision of affordable or workforce housing.
5. reduction in vehicle miles traveled per household.
28306. transit-oriented development.
7. provision of new multimodal connectivity.
28328. innovation in water or energy conservation.
9. or innovative development types not currently provided within the County but consistent
2834 with the goals of the comprehensive plan. ~~a general level of development quality.~~

~~b) c)~~ In addition any proposed development under the PD ordinance must be shown
2836 to address the following goals:

1. Meet or exceed the arbor, tree preservation, and tree planting requirements of this code
2838 on a project-wide basis.

2. Minimize transportation impacts through design elements which may include but are not limited to: providing multimodal connectivity, provision of electric vehicle charging infrastructure, provision of pedestrian or bicycle infrastructure exceeding the minimum standards, provision of shared transportation parking or devices, pedestrian-oriented architectural design, accommodation or neighborhood electric vehicles, transportation demand management, or introducing complementary uses.

e) d) The PD application shall include a narrative addressing the following:

1. How the proposed development addresses the goals of the comprehensive plan.
2. Why the proposed development cannot be achieved under an existing conventional or special zoning district.
3. How the proposed development provides an innovative approach to land development.
4. A description of benefits to the County that cannot be achieved under the existing provisions of this code.

e) Residential PD Design Standards:

1. Lot width if less than 45 feet, homes must be rear loaded.
2. Front-facing garage door must be set back a minimum of 20 feet.
3. Minimum front and rear setbacks at project boundaries shall be 25 feet except for accessory structures not exceeding one story (20 feet).
4. Required setbacks adjacent to existing residential development will increase based on elevation/grade changes between developments and proposed building heights.

(f) Required Residential Neighborhood Improvements:

Street trees are required in generous planting strips to provide for the health of the trees. The street trees may count towards required open space.

- Shall be planted an average of 40 feet on center on both sides of internal streets and on existing rights of ways adjoining the site.
- Shall be in a planting strip or tree well with a minimum width of 8 feet. Planting strips less than 10 ft in width must include a root barrier.
- Shall be selected from the "Approved Plant Species List: Canopy Trees," except that Laurel Oaks may not be used as Street Trees.
- Shall meet the standards of Sec. 30.1228. - General provisions for all landscaped areas
- 50% of pond frontage must be open to streets or community parks.
 - Where pond frontage is along a park, a walkway (minimum 5 feet in width) is required unless adjacent to a street with a sidewalk

- Landscaped areas must comply with the provisions of Sec. 30.1228 (General provisions for all landscaped areas) and 30.1231 (Water-efficient landscaping design requirements).

Common Useable Open Space:

Commonly accessible open space is required subject to the following standards:

1. Minimum 8% of developable land utilized for open space
2. Open Space may be provided in multiple locations however each location must be:
 - a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
 - b. Not less than 0.25 contiguous acres.
 - c. A minimum of 40 feet in width. Except that open space areas adjacent to a stormwater pond or natural lake may be a minimum of 20 feet in width from the top of berm to the public right of way or lot line.

8.5.4 Planned development approval procedure.

Approval for a planned development is obtained through a two-step process. The first step is an approval of the master development plan and rezoning of the land by the Board of County Commissioners. The second step consists of final development plan approval by the Economic and Community Development Services Director along with the recording of the developer's commitment agreement.

Prior to formally submitting a request for planned development zoning, the developer is encouraged to meet with appropriate County staff for comments regarding the advisability of undertaking a planned development in the proposed location.

8.5.5 Master development plan submittal and review.

a) Development Plan Submittal Requirements.

1. A master development plan shall be submitted concurrently with a PD rezoning application. The submittal requirements listed in this Section may be modified by the Economic and Community Development Services Director as appropriate for a specific application.
2. The development requirements for each individual tract or phase within a planned development shall be included as a part of the master development plan.

- 2908 3. The master development plan shall clearly indicate an outer site boundary as well as
 2910 internal boundaries between proposed tracts, stages, phases, outparcels, etc. The plan
 shall also indicate common properties within the PD and provide for necessary property
 owners or management associations to ensure maintenance of such properties.
- 2912 4. The master development plan shall include the items shown on the following table:

Required Information	Master Plan	Final Plan
Vicinity map showing the location of the proposed development, relationship to surrounding streets and thoroughfares, existing zoning on the site and surrounding areas, existing land use on the site and surrounding areas within 500 feet	x	x
Boundary survey and valid legal description	x	x
Graphic plan showing topography, which clearly identifies proposed land uses, open space, and the proposed location of major streets and thoroughfares, recreation areas, and other major facilities	x	x
Preliminary wetlands and floodplain delineation lines	x	
List and description of all uses, including proposed housing type(s), number of units, density	x	x
Table showing acreage for each category of land use including roads, wetlands, open space, and recreation	x	x
Calculation of required and proposed open space	x	x
General buffer and landscaping concepts	x	x
Structural concepts, including setbacks and building heights	x	x
Utility service suppliers	x	x

Analysis of the impact of the proposed planned development on roads, schools, utilities, and other public facilities	x	x
Location, use, and size of all common property tracts	x	x
Topographic survey including floodplain and wetland delineations		x
Detailed landscaping plan, including plantings, fences, berms and buffer area dimensions		x
Utility service concept plan, including sanitary sewers, stormwater management, potable water supply, <u>floodplain compensation</u> , and water supplies for fire protection.		x
Proposed phasing or staging		x
Statement indicating that legal instruments will be created providing for the management of common areas and facilities		x
Statement with general information regarding provisions for fire protection		x
Facilities commitments		x
Earthmoving concept plan indicating proposed terrain alterations <u>including grading, fill and elevation changes</u>		x
Soils map and detailed soils report based on the findings of a recognized professional soils expert (depth of all muck and peat areas shall be identified)		x
Summary of approved PD Commitments, Classification, and District Description information as executed by the Chairman of the Board of County Commissioners and the Developer		x

Covenants, grants, easements, dedications, or other restrictions to be imposed on the use of the land, buildings and structures, including proposed easements for public and private utilities		x
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- 2914 b) *Review Procedure.* A planned development application shall be reviewed as follows:
29161. Prior to initiating a planned development application, a preapplication conference with Planning and Development staff may be required at the discretion of the Economic and
- 2918 Community Development Services Director and/or at the request of the applicant.
2. The Development Review Committee shall evaluate the master development plan and PD
- 2920 zoning request regarding its compliance with applicable standards of this Code and the Comprehensive Plan. Following this evaluation, the Planning and Zoning Commission
- 2922 shall hold a public hearing with due public notice, to consider the master development plan and PD rezoning request. The Planning and Zoning Commission shall recommend to
- 2924 the Board of County Commissioners approval, approval with conditions or denial of the application.
29263. The Board of County Commissioners shall hold a public hearing with due public notice, and shall approve, approve with conditions, or deny approval of the master development
- 2928 plan and the proposed PD rezoning.
4. All conditions of approval imposed by the Board of County Commissioners shall be
- 2930 reflected in the master development plan and/or development order for the planned development.
- 2932 8.5.6 Final development plan.
- a) Within five (5) years of approval of the master development plan, which time
- 2934 period may be extended by the Planning and Zoning Commission, the applicant shall submit a final development plan meeting the requirements of Section
- 2936 30.445(a)(4) and that reflects the requirements of the approved PD development order.
- 2938 b) The Development Review Committee shall evaluate the final development plan regarding its compliance with: the applicable provisions of this Code; the
- 2940 applicable provisions of the Comprehensive Plan; and the approved master development plan and PD development order.

c) Following evaluation by the Development Review Committee, the Economic and Community Development Services Director may, upon a finding of consistency with: the applicable provisions of this Code, the County's Comprehensive Plan; and the master development plan and PD development order, approve the final development plan and execute the associated developers commitment agreement. The developer's commitment agreement shall be prepared in a form acceptable to the County Attorney.

8.5.7 Plat or site plan approval for each section.

a) (a) After approval of the final development plan the applicant shall submit either a preliminary and final plat, according to the procedure outlined in the Subdivision Regulations, or shall submit a site plan, according to Chapter 40, whichever may be applicable, for each phase of the PD development. At the applicant's option, a site plan complying with the technical requirements of Chapter 40 may serve as the final development plan if it contains sufficient information to verify compliance with the master development plan and the PD development order approved by the Board of County Commissioners under Section 30.444. After review and final approval by the designated officials of either the final subdivision plat or site plan, the developer may request building permits for the approved section.

b) (b) If an applicant so elects and pays the fees for both final development plan review and preliminary subdivision plan review, and provides all information necessary for both reviews at the time of application, the final development plan review and the preliminary subdivision plan review may be accomplished simultaneously.

8.5.8 PD revisions.

a) Any proposed substantial change to an approved PD, including, but not limited to, revisions: affecting the intent and character of the development; affecting land use patterns; affecting phasing that will impact off-site infrastructure; changing the location or dimensions of major streets or access points; adding property to the PD representing substantial increase in density or intensity; or which involve similar substantial changes, shall be considered major amendments and shall require approval by the Board of County Commissioners A major amendment shall be treated as rezoning from PD to PD, revising the development criteria for the PD zoning, and the associated development order shall be revised or re-issued accordingly.

- 2978 b) Non-substantial changes to an approved planned development shall be
2980 considered minor amendments and may be approved by the Economic and
2982 Community Development Services Director. Multiple revisions may be proposed
 which cumulatively cause the Director to deem them a major amendment. Minor
 amendments shall be accomplished through addendum to the development order
 and/or a developer's commitment agreement. Minor amendments may include,
 but are not limited to, the following:
29841. Additions to structures that do not exceed ten (10) percent of the overall density or
2986 intensity approved within the PD. Additions of ten (10) percent or greater may be
 granted as provided in Section 5.19(b)(1).
- 2988 2. The addition of accessory structures if the location of such structures does not interfere
29903. with approved site layout (e.g. circulation, parking, loading, storm water management
 facilities, open space, landscaping or buffering).
29924. Additions to parking areas that do not encroach into required buffer areas or otherwise
2994 interfere with the approved site layout.
- 2996 5. Additional clearing that does not exceed five thousand (5,000) square feet in area or ten
 (10) percent of the site. Greater amounts may be approved consistent with Section
 5.19(b)(1).
29986. Adjustment of internal property lines or tract boundaries, setback lines, realignment of
3000 internal roads and driveways consistent with the approved site layout and development
 concepts.
30027. The removal of property from the PD, provided such removal does not have a substantial
3004 impact on the density or intensity of the PD or on elements of the PD such as buffering
3006 and open space. Property removed from a PD must be rezoned immediately upon such
3008 removal.
- 3010 30027. Other amendments that would not be deemed substantial as described in subsection
3012 30.448(a).
- 3004 c) Property owners within a planned development may not make incremental
3006 revisions to an approved development plan that adversely affect existing owners
3008 or so as to avoid classification as a major amendment. Where amendments are
3010 allowed under this Section, such amendments must remain compatible with the
3012 balance of the project and consistent with the overall concept(s) and greater
 benefits referenced in Section 30.443, under which the development was initially
 approved. Amendment to the PD zoning shall not be pursued to reduce the
 benefits that justified the original assignment of PD zoning without replacement
 of an equivalent benefit.

8.5.9 Planned development time limitations.

If substantial development, as determined by the ~~Economic and Community Development Services Director~~, has not begun within eight (8) years after approval of the master development plan, the approval of the planned development will be reviewed by the Planning and Zoning Commission to determine the appropriateness of the planned unit development zoning classification for the subject property. The Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and may move to rezone the property to a more appropriate zoning classification or shall extend the deadline for the start of construction. If an extended deadline granted by the Board is not met, the foregoing procedures shall reapply.

8.5.10 Binding nature of approved development plan.

An approved master or final development plan along with any associated conditions of approval shall be binding upon the applicant or any successors in interest in the planned development. Deviations from an approved development plan not in accordance with Section 30.448 above shall constitute a violation of this part.

8.5.11 Development standards for planned developments.

The development standards for planned unit development are as follows:

a) Relation to Zoning Districts. An approved PD shall be considered to be a separate zoning district in which the master development plan and PD development order, as approved by the Board of County Commissioners, or the Economic and Community Development Services Director as permitted in this part, establishes the restrictions, regulations, and district description according to which the development shall occur. Upon approval, the official zoning map will be changed to indicate the area as PD and the master development plan and PD development order shall be filed with the Clerk to the Board of County Commissioners and a copy retained within the Planning and Development Division.

3040 *Density and Intensity.* The density based on net residential acreage permitted in
3042 each PD shall be established by the Board of County Commissioners, upon
3044 recommendation of the Planning and Zoning Commission. The criteria for
3046 establishing the appropriate density includes surrounding density of existing and
3048 approved development, adequacy of existing and proposed public facilities and
services, conformance with the Seminole County Comprehensive Plan, and site
characteristics. Dwelling units approved in the master development plan for a
given tract may be shifted within the PD subject to the approval of the Economic
and Community Development Services Director.

Intensity of commercial or industrial uses within a Planned Development shall be
3050 measured in terms of Floor Area Ratio (FAR) and shall be consistent with the
3052 maximum FAR for the development site established in the Seminole County
3054 Comprehensive Plan. The Board of County Commissioners may approve such
development with a lesser intensity in order to achieve compatibility with
adjoining uses.

b) Phasing.

3056 1. Where a planned development is to be built in phases, the PD application shall include a
3058 proposed phasing plan for the site, including a schedule for completion of all
3060 improvements shown on the approved master development plan. Once a phasing plan
has been approved, no land may be used and no building may be occupied except in
accordance with such plan.

The purpose of a phasing plan is to ensure that crucial features serving the
3062 development are provided as needed and not delayed to the detriment of
3064 property owners and other users of the site. Such features may include, but
3066 are not limited to, buffers, stormwater retention, road access points and
3068 transit shelters. Phase configurations shall be logical and consistent with the
purposes of the approved PD master plan. The Board of County
Commissioners may stipulate that any or all portions of required landscaping
and/or buffering, or other improvements and amenities be provided during
the first phase of development, even though some buffer areas,
3070 improvements, or amenities or portions thereof lie outside the phase.

Each phase, at a minimum, must include adequate parking, stormwater management facilities, landscaping, and all other features needed to serve that portion of the development. In order to ensure the efficient implementation of the approved PD master development plan concepts, the Board may require that selected site improvements be constructed at a faster rate than the overall development. These improvements may be related to engineering design, general requirements of this Code, or other provisions of the approved master development plan and may include, but are not limited to parking, stormwater management facilities, erosion control measures, buffering, and supporting retail or other employment uses. Where the applicant agrees to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the Board of County Commissioners may require such improvements to be in place upon completion of any phase of the development.

2. Where a planned development must achieve a minimum density or intensity due to requirements of the Comprehensive Plan or other considerations, each phase shall individually achieve such density or intensity unless the master development plan or PD development order provide otherwise. Where a PD has been approved as a specific type of development in support of Comprehensive Plan policies (e.g., including but not limited to transit oriented development, mixed use in the MXD future land use), each phase shall substantially advance the approved concepts for the overall development.

c) Dimensional, bulk and height restrictions. The location of all proposed building sites shall be as shown on the master development plan subject to the minimum lot sizes, setback lines, lot coverage, maximum/minimum building height, or floor area, specified in the master development plan and/or PD development order, as approved by the Board of County Commissioners.

d) Commonly Accessible Open space. Open space area requirements for planned developments shall be provided as indicated below, and unless otherwise stated within the master development plan or PD development order shall meet the criteria of **Section 30.1344:**

1. Minimum eight (8)% percent of net buildable acres shall be designed as commonly accessible open space, which shall be included as a part of total openspace requirements.
2. Open Space may be provided in multiple locations however each location must be:
 - a. Bordered by streets, stormwater ponds, natural lakes, or commonly accessible pedestrian pathways.
 - b. Not less than 0.25 contiguous acres.

- 3108 c. A minimum of forty (40) feet in width. Except that open space areas
3110 adjacent to a stormwater pond or natural lake may be a minimum of
twenty (20) feet in width from the top of berm to the public right of way
or lot line.
- 3112 3. Required sidewalks may be incorporated into the park areas as ADA-compliant
3114 pathways subject to Crime Prevention Through Environmental Design (CPTED)
design principles (pathways should not be obscured behind hedges, utility structures, or
other large objects).
- 3116 4. Stormwater ponds must be amenitized as follows:
- a. Stormwater ponds shall be open to the community and not fenced.
- 3118 b. 50% of pond frontage must be open to streets or parks. Where pond
3120 frontage is along a park, a walkway (minimum 5 feet in width) is required
unless adjacent to a street with a sidewalk.
- c. Landscaped areas must comply with the provisions of Sec. 30.1228
3122 (General provisions for all landscaped areas) and 30.1231 (Water-
efficient landscaping design requirements).
- 3124 e) Access and parking.
1. All streets, thoroughfares, and accessways shall be designed to be consistent with the
3126 roadway functional classification system and other policies of the Transportation Element
of the Seminole County Comprehensive Plan.
- 3128 2. Off-street parking shall be provided in accordance with Section 30.1221 and/or Section
5.19, unless the applicant can demonstrate the appropriateness of alternate standards.
3130 Such standards must be enumerated in the development order and approved by the
Board of County Commissioners in order to be used within a planned development.
- 3132 3. Pedestrian, bicycle and vehicular traffic circulation systems shall be designed to integrate
the proposed development into the surrounding community and to provide safe and
3134 convenient access to public use, common use and other community services, facilities
and activities located both within the proposed development and beyond the boundaries
3136 of the proposed development. Local residential streets shall be designed to discourage
travel speeds in excess of the posted speed and to discourage or restrict their use by
3138 through traffic.
4. Hammerhead turnarounds shall be prohibited.
- 3140 f) Perimeter requirements.

1. Planned developments shall utilize the buffering standards of Part 67 to maintain compatibility with adjoining properties and uses. However, the Board of County Commissioners may vary these standards as appropriate to meet the unique needs of the proposed PD.
2. Increased setbacks from the PD perimeter may also be imposed to maintain compatibility with adjacent existing uses.

8.5.12 Control of area following completion.

- a) After completion of a planned development, the use, modification or alteration of any buildings, structures, or land areas within the development shall be in accordance with the approved master development plan and the PD development order. Notwithstanding subsequent platting or other forms of dividing ownership of the planned development, the entire site shall be subject to the approved master development plan and PD development order.
- b) Amendments to the approved master development plan and/or PD development order shall be in accordance with Section 30.448.

8.5.13 [Redesignation of properties.]

As of the effective date of this Amendment, all properties previously classified as "Planned Unit Development" or "Planned Commercial Development" on the official zoning map shall be designated as "Planned Development."

8.6 PLI Public Lands and Institutions District

8.6.1 Zone Description

The PLI Public Lands and Institutions District is intended to include major public lands and major public and quasi-public institutional uses. This classification may only be applied to lands that are owned or controlled by the public

8.7 UC University Community District

3166 **PART 9 SUPPLEMENTAL REGULATIONS**

3168 9.1 **Public School Locational Criteria and Site Design Standards – PART 71**

3168 9.2 **Mobile Homes/Manufactured Housing Siting Standards – PART 72, SEC 30.1401**

3170 a) Landscaping and buffers for mobile homes/manufactured housing in RM-1, and
 RM-2 ~~or RM-3~~ Districts:

3172 1. All common open space, ~~parking lot islands~~ and all land not otherwise developed shall
 be landscaped in a manner that enhances the appearance of the development, as
3174 determined by the ~~Planning Manager~~ Development Services Director based upon
 standards generally set forth in this Code relating to developments with similar impacts.

3176 2. ~~The p~~Perimeter landscape buffers and parking lot islands shall be as specified in the
 applicable Part (17, 18 or 19) Part 67, Chapter 30 of this Code. ~~In addition, a high~~
3178 ~~wooden or masonry visual screen six (6) feet in height and at least seventy-five (75)~~
 ~~percent opaque shall be provided when a mobile or manufactured home abuts~~
3180 ~~properties that are not assigned the RM-1, RM-2 or RM-3 zoning classification. The~~
 ~~Planning Manager may waive any masonry wall required by this subsection where~~
3182 ~~extensive perimeter buffer areas are found to exist or a binding commitment exists to~~
 ~~install same.~~

3184 9.3 **Subdivision of duplex lots – SEC 30.230**

3184 9.4 **Truck parking in residential zone districts –**

3186 No dual rear vehicle or trucks having a rated load limit of more than two (2) tons
 or having more than two (2) axles may be parked or stored in any residentially
3188 zoned area other than to load or unload merchandise; nor may any truck of any
 size, which has operating motorized cooling units, be permitted to be parking in
3190 any residentially zoned area. The weight and axle limitation contained herein
 does not apply to personal pick up trucks that do not have a USDOT Number for
 commercial motor vehicles.

3192 9.5 **Boat Dock Requirements**

3194 9.5.1 **General Regulations SEC. 30.1372**

3196 a) Where boat docks or boathouses are a permitted use the following requirements
 must be met prior to issuance of any applicable permit:

3198 1. The lot upon which the structure will be developed must have a minimum thirty (30) feet
 of frontage on the subject water body.

3200 2. The lot upon which the structure will be developed must be a legal lot of record and
 must meet minimum lot size requirements.

3. The lot upon which the structure is located must have adequate off-street parking for at least two (2) vehicles.

4. The applicant must demonstrate compliance with all local, state and federal regulations and permit requirements.

b) No boat dock or boathouse may be rented or leased.

c) A boathouse may not be higher than fifteen (15) feet above the ~~elevation of the mean high waterline~~ normal high water elevation, as measured in accordance with the definition of "building, height of" in chapter 2, Section 2.3 of the ~~Seminole County Land Development~~ this Code. The Board of County Commissioners may permit a taller boathouse upon a determination that the view of the water body from neighboring properties will not be adversely affected.

9.5.2 Waterfront residential lots

a) Each residential lot is permitted one (1) boat dock and one (1) associated boathouse when accessory and incidental to the principal dwelling.

b) ~~Boathouses with roofs exceeding ten (10) feet above the mean highwater line require a special exception in R-1AAAA, R-1AAA, R-1AA and R1-A zones.~~

9.5.3 Boat dock and floating boat dock setback requirements; permit required – PART 50

9.6 Dogs in public food establishments – SEC 30.1380.4

9.7 Alternative Density Option for Affordable Housing – PART 73

9.8 Gun Clubs

9.8.1 The Board of County Commissioners shall not place any restriction or condition on a gun club that in any way regulates or affects the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, or transportation of firearms or ammunition nor shall the Board of County Commissioners take any action that is prohibited by Section 790.33, Florida Statutes (2020), as this statute may be amended from time to time.

9.9 Wetland Significance criteria

9.9.1 The quality of a wetland shall be determined by these six (6) factors, referenced from the Seminole County Wetlands Field Guide section VI. Significance Evaluation (see Table 9.1 for a summary):

1. Size
2. Connectedness
3. Landscape diversity
4. Intactness
5. Uniqueness
6. Quality of surrounding landscape

TABLE 9.1 Summary of wetland significance criteria, modified from the Seminole County Wetlands Field Guide. Scoring: 6 – 7 points = low, 8 – 12 points = moderate, 13 – 18 points = high

<u>Score for each criterion</u>	<u>Size (acres)</u>	<u>Connectedness to surface waters</u>	<u>Landscape diversity</u>	<u>Intactness</u>	<u>Uniqueness</u>	<u>Quality</u>
<u>3</u>	<u>50+</u>	<u>Major connection</u>	<u>3+ bordering plant communities</u>	<u>Undisturbed or recovered</u>	<u>Scarce</u>	<u>Undisturbed</u>
<u>2</u>	<u>10 – 50</u>	<u>Minor connection</u>	<u>2 bordering plant communities</u>	<u>Minor alterations</u>	<u>Uncommon</u>	<u>Minor alteration</u>
<u>1</u>	<u>0.5 – 10</u>	<u>Isolated</u>	<u>1 bordering plant community</u>	<u>Major alterations</u>	<u>Common</u>	<u>Major alteration</u>

3242 **PART 10 OVERLAY DISTRICTS**

~~10.1 W-1 Wetlands Overlay Zoning Classification – PART 52~~

3244 10.1 Aquifer Recharge Overlay Zoning Classification – PART 54

10.1.1 Creation of aquifer recharge overlay zoning classification.

3246 10.1.2 Purpose

10.1.3 Scope and authority.

3248 10.1.4 Affected area

10.1.5 Recharge area designation.

3250 10.1.6 Off-street parking and landscaping regulations

In addition to all other provisions in this Code, the following provisions shall apply:

3252 1. With the exception of handicapped parking spaces, ~~a minimum of ten (10) percent but~~
3254 ~~no more than twenty five (25) percent of the total number of required off-street parking~~
3256 ~~spaces shall not be paved all required parking pursuant to Section 30.1221 may remain~~
3258 ~~unpaved at the option of the developer.~~ In addition, all parking spaces exceeding the
3260 minimum number prescribed by Section 30.1221 shall ~~not be paved~~ be unpaved. These
spaces shall be clearly delineated on the site plan and located at the periphery of the
building site or otherwise located where they are unlikely to be used on a continuing
basis. ~~All accessways and aisles serving these spaces shall be paved. Whether paved or~~
unpaved, all parking spaces shall be designated as to location, size, and dimensions on
an approved site plan meeting the requirements of Chapter 40.

3262 Grass, mulch, gravel, turf block or any durable dust free surface shall be used
in the unpaved spaces if permitted by state law, but all drive aisles shall be
3264 compacted and paved, unless other approved by Public Works Director or
designee.

3266 2. With the exception of handicapped parking spaces ~~that are required by law to be of~~
3268 ~~certain dimensions or of a certain area~~, a maximum reduction of ~~up to~~ two (2) feet from
the required depth of a parking stall and one (1) foot from the required width of a
parking stall shall be permitted for ~~paved~~ designated parking spaces.

3270 3. ~~The Planning Manager may permit shared parking facilities for those projects located~~
3272 ~~within the higher intensity planned development land use designation.~~ Reasonable
efforts shall be made in the design and construction of all site improvements and
alterations to save existing trees and native vegetation. Existing native vegetation that is
3274 specified to remain shall be preserved in its entirety with all trees, understory and
ground cover left intact. Every effort shall be made to minimize alteration of the existing
3276 topography to preserve existing vegetation and maintain natural flow regimes.

10.1.7 Post-development recharge standards.

3278 10.1.8 Site plan review requirements.

10.2 Scenic Corridor Overlay Zoning District

3280 10.2.1 Title.

3282 This part shall be known and may be cited as the "East Seminole County Scenic Corridor Overlay District Ordinance".

10.2.2 Legislative findings.

3284 The following findings are hereby adopted as legislative findings by the Board of County Commissioners:

32861. The Comprehensive Plan of Seminole County provides for the protection and maintenance of the rural landscape and community character of East Seminole County.

32882. The visual character of the landscape along the major and minor roads defines the rural landscape and community character of East Seminole County.

32903. The rural landscape and community character of East Seminole County is an important resource that contributes to the high quality of life of Seminole County.

32924. Agricultural activities in East Seminole County are an important historical, cultural and economic resource that contributes to the quality of life of Seminole County.

32945. The character, location and distribution of uses and structures along the major and minor roads in East Seminole County defines the visual character of East Seminole County.

10.2.3 Purpose.

3298 The purposes of the Scenic Corridor Overlay District are to:

1. Preserve and enhance the rural character and scenic qualities along major and minor roads in the rural parts of Seminole County; and

3300 2. Prevent the visual encroachment of buildings and structures which restrict scenic views or are architecturally incompatible with the scenic character along major and minor roads in the rural parts of Seminole County; and

33043. Maintain existing vegetation along the major and minor roadway system in rural Seminole County; and

33064. Provide for safe and efficient traffic flow by minimizing individual property curb cuts; and

5. Implement, and be consistent with, the Comprehensive Plan of Seminole County.

3308 10.2.4 Applicability.

3310 All development within a designated scenic corridor including, but not limited to (to the extent
3312 permitted by law) development undertaken by agencies of local, regional, state, or federal
government, shall be carried out in accordance with each and every requirement of this part,
in addition to each and every requirement of any underlying land development regulations.

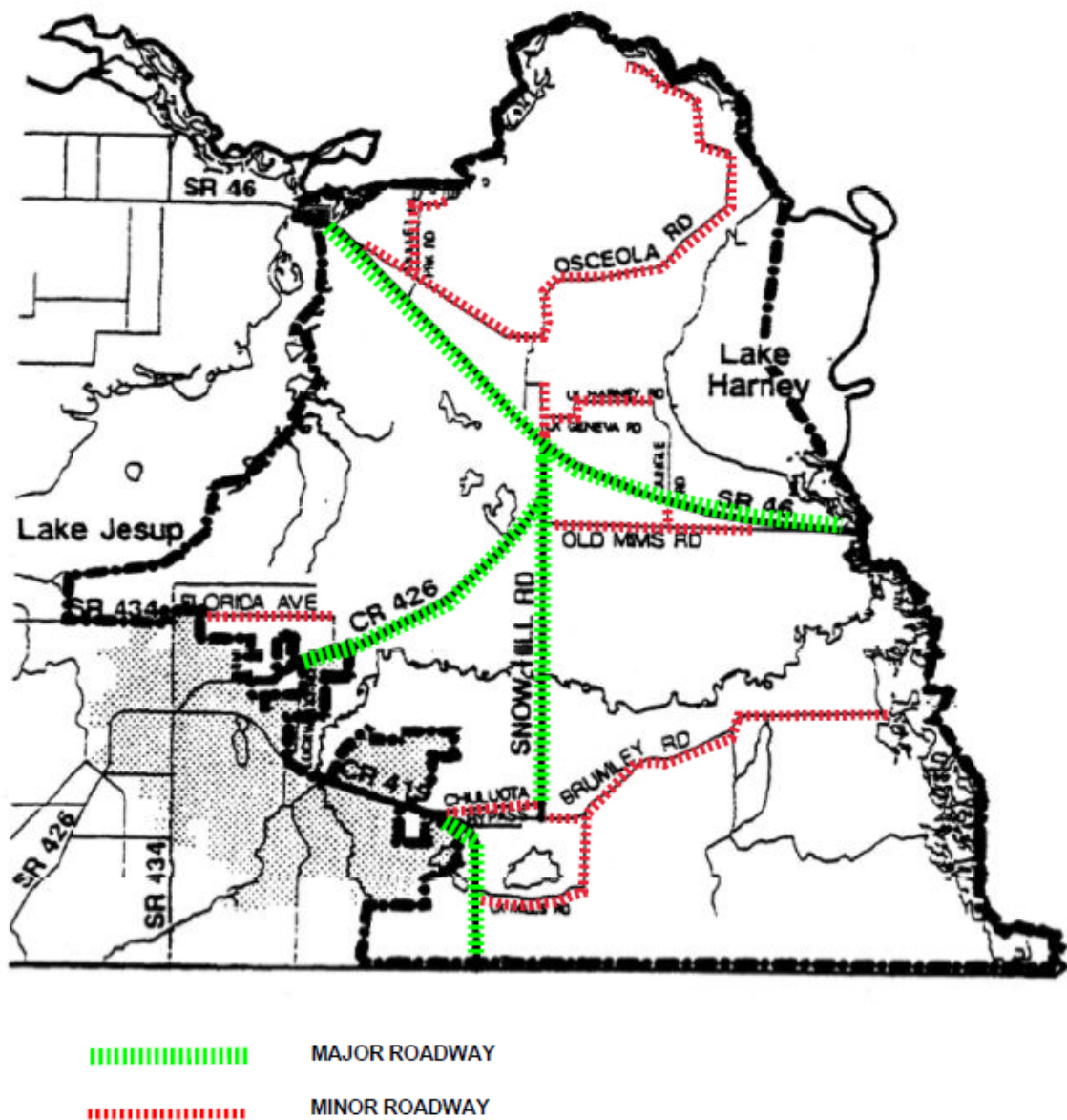
10.2.5 Establishment of scenic corridors.

3314 a) Scenic corridors, in addition to those designated in subsection (b) of this section,
shall be established by the Board of County Commissioners pursuant to the
3316 procedures for designating land uses on the future land use map of the
comprehensive plan and as an amendment to this Code.

3318 b) The following scenic corridors are hereby designated within the East Area Study
Boundary of Seminole County as depicted in the map below:

33201. *Major roads (as the term is used in this part):* County Road 419 from Lockwood Road to the
Seminole County line, State Road 46 from Lake Jesup to the Seminole County line, County
3322 Road 426 from State Road 434 east to the Seminole County line and the entire length of
Snowhill Road.

33242. *Minor roads (as the term is used in this part):* The entire length of Florida Avenue,
Lockwood Road, Lake Mills Road/Brumley Road that "loops" Lake Mills, the Chuluota By-
3326 Pass, Lake Geneva Road, 1st Street, Lake Harney Road, Old Mims Road/Jungle Road
south of State Road 46, Osceola Road and Mullet Lake Park Road.



3328

Scenic Corridor

3330

10.2.6 Development standards.

a) Scenic corridor setbacks.

- 3332 1. Except for those structures expressly authorized in this section and except for
3334 land designated as ~~ee~~Commercial, Suburban Estates, or Low Density Residential
on the future land use map, no structure, parking or outdoor storage shall be
located:
- 3336 a. Within two hundred (200) feet from the centerline of the right-of-way in
scenic corridors along a major road; or
- 3338 b. Within fifty (50) feet from the centerline of the right-of-way in scenic
corridors along a minor road.
- 3340 2. Notwithstanding any other provision of this Code, ~~E~~ except within the Commercial,
3342 Suburban Estates, and Low Density Residential future land use designations, the
following structures and uses shall be the only structures and uses permitted within the
designated scenic corridor setbacks:
- 3344 a. Agricultural buildings in accordance with the standards of this part.
- b. Signs in accordance with the sign standards of this part.
- 3346 c. Landscaping features required by this part and other permitted
landscape materials.
- 3348 d. Fences, gates, mailboxes, bus stops and entranceways in accordance with
the architectural design standards of this part.
- 3350 e. Access ways or access points in accordance with the access standards of
this part.
- 3352 f. Bus stops, bus shelters, signage and other such improvements related
thereto.
- 3354 g. Signs, markings, traffic control devices and such other improvements
related to the safe and efficient movement of traffic.
- 3356 b) Signage.
1. All signs shall reflect the rural character of Central Florida and incorporate a traditional
3358 typeface and format. Examples of appropriate signage are set out in an attachment to
this part. These signs are to be constructed in accordance with the other provisions of
3360 this Code unless otherwise specified in this part.
2. The faces of all signs shall be made of natural materials or substances derived from
3362 natural materials including, but not limited to, wood, stucco, stone, brick and clay tile.
3. No sign shall be internally lighted. Externally illuminated sign lights shall be focused,
3364 directed, and so arranged as to prevent glare or direct illumination or traffic hazard from
said lights onto residential districts or onto the abutting roadways. No flashing or
3366 pulsating lights shall be permitted on any sign.

4. Each primary residence with access on a major or minor road shall be permitted one (1) sign of not more than one and one-half (1.5) square feet per dwelling unit.
5. Each non-residential use shall be permitted one (1) sign of not more than ~~twenty-four (24) square feet per use~~ thirty-six (36) square feet in area and six (6) feet in height.
6. One street name or identification sign of not more than one and one-half (1.5) square feet shall be allowed at each permitted access way or access point along major and minor roads.
- Notwithstanding any other provision of this part, no more than one (1) sign per parcel of land or five (5) acres, whichever is greater in land area, shall be located within the scenic corridor setback along major roads; provided, however, that all signs located within the scenic corridor setback along major roads shall:
- Be ground signs and shall not exceed six (6) feet in height; and
 - Be landscaped with native species in a manner consistent with the landscape treatment portrayed in an attachment to this part.
- c) Fences, gates, mailboxes, bus stops and entranceway features.
- All fences, gates, mailboxes, bus stops and entranceways developed in conjunction with a non-agricultural use within the scenic corridor setback shall be made of natural materials or substances derived from natural materials including, but not limited to, wood, stucco, stone, brick and clay tile.
- No entranceway feature shall be internally lighted.
3. No fence, gate, mailbox or entranceway feature within the scenic corridor setback shall be greater than four and one-half (4.5) feet in height.
4. No more than forty (40) percent of the surface area of any fence within the scenic corridor setback shall be opaque.
- d) Landscaping and bufferyards.
1. All landscaping required in conjunction with the Land Development Code requirements for the scenic corridor setback shall be native plant species ~~as set forth in~~ in accordance with the landscape list in the Florida Friendly Landscaping Guide to Plant Selection & Landscape Design an attachment to this part.
2. All non-residential uses shall be separated from residential uses on adjacent properties by one of the following bufferyards:
- A bufferyard of two hundred (200) feet between residential and non-residential buildings; or

- 3402 b. A bufferyard of one hundred (100) feet between residential and non-
residential buildings landscaped with:
- 3404 1. One (1) canopy tree per fifty (50) lineal feet; and
- 3406 2. Two (2) understory trees per fifty (50) lineal feet of common property
line; and
- 3408 3. Eight (8) shrubs per fifty (50) lineal feet of common property line; or
- 3410 c. A bufferyard of fifty (50) feet between residential and non-residential
buildings landscaped with:
- 3412 1. One (1) canopy tree per twenty-five (25) lineal feet of common
property line; and
- 3414 2. Two (2) understory trees per twenty-five (25) lineal feet of common
property line; and
- 3416 3. Eight (8) shrubs per twenty-five (25) lineal feet of common property.
- 3418 3. No existing canopy trees shall be removed in the scenic corridor setback
unless the clearing is necessary to provide access, the tree is diseased or to
address public safety emergencies.
- 3420 4. No clearing within the scenic corridor setback shall be permitted except in
conjunction with a permit issued for development authorized under the
provisions of this part or for public safety requirements.

3422

e) Access standards.

- 3424 1. Notwithstanding any other provision of this part, no access way or access point for rural
subdivisions or waivers to plats shall be located within four hundred forty (440) feet of
3426 any other driveway or other way of access on the same side of a major road in any scenic
corridor unless such denial of access would be contrary to law.
- 3428 2. No access way or access point driveway along a major road in a scenic corridor shall be
developed on a parcel of land which has frontage on a public road other than the major
3430 road.
- 3432 3. To the maximum extent feasible, driveways along a major or minor road shall curve or
wind so as to restrict views of the structure located on the parcel from the public
roadway.

3434 f) Permitted uses.

1. Notwithstanding any other provision of this Code, no development shall be carried out on land within a designated scenic corridor except for land designated as commercial on the future land use map and except for agricultural uses and structures.

2. Open space which is created by clustering shall be subjected to an open space easement limiting the use of the property to open space and/or agricultural purposes in perpetuity. The developer shall provide for the ownership and maintenance of the open space from which development is clustered, unless dedicated to and accepted by a public agency.

g). Nonresidential Building Design Standards

1. The development criteria enumerated in this Paragraph shall apply generally to commercial and other nonresidential structures throughout the Scenic Corridor Overlay District. However, the following structures and uses shall be exempt from these provisions:

- a. Residential structures and accessory structures thereto.
- b. Churches.
- c. Public schools.
- d. Public Utility structures.
- e. Barns and other structures accessory to a bona fide agricultural use.

2. Setbacks

- a. Structures on lots having a Commercial, Suburban Estates, or Low Density Residential future land use designation and fronting on a major or minor road as designated in Sec. 30.1045 shall have a minimum street yard setback of twenty-five (25) feet.
- b. Structures on lots having a Rural-3, Rural-5, Rural-10, or Preservation Managed Lands (PML) future land use designation and fronting on a major or minor road as designated in Sec. 30.1045 shall have a minimum street yard setback as required under Sec. 30.1046(a)(1).
- c. All properties shall meet required side and rear setbacks as set forth in the applicable zoning district.

3. Site Furnishings

- a. Benches and bollards shall be made of wood or wood-like materials.

4. Exterior Building Materials

3470 Brick, stucco or wood-type construction will be the standard exterior facade
3472 material required for all applicable development and redevelopment. Metal
buildings will only be permitted when a primary exterior facade with the
3474 appearance of brick, stucco or wood-type construction visible from Major or
Minor street is provide.

5. Color Scheme

- 3476 a. No building or structure shall exhibit more than three colors.
b. Fluorescent or neon colors are prohibited.

3478

6. Roof Design

- 3480 a. All mechanical equipment and appurtenances placed on the roof will be
3482 screened so that they are not visible from any public right-of-way.

7. Doors

- 3484 a. Main entrance doors shall be 30 to 80 percent glass. Glass shall not be
required in service doors and emergency exits.

3486

8. Awnings

3488 Awning color shall be solid and neutral, and with no more than one color on
any given awning. Both awning and flat canopy treatments are permitted
3490 provided one or the other is uniformly applied to the entire building.
Internally illuminated awnings, stretch awnings on curved aluminum frames,
3492 and backlighted awnings with plastic fabric shall be prohibited.

9. Signs

- 3494 a. Wall Signs
3496 Wall signs shall be designed as an integral architectural feature of the
structure. The maximum area (expressed in square feet) of wall signs for
3498 single-occupant buildings or buildings within a cluster shall be
calculated by multiplying the building front footage by one and one-half
3500 (1.5) feet. Placement of signs on a building shall not obscure or conflict

3502 with awnings, canopies, windows, cornices or other similar architectural details.

b. Window Signs

3504 Window signs shall not occupy more than 25 percent of available glass
3506 area, and shall not visually obstruct the display or inside of the building.
 Neon signs are not permitted.

c. Ground Signs

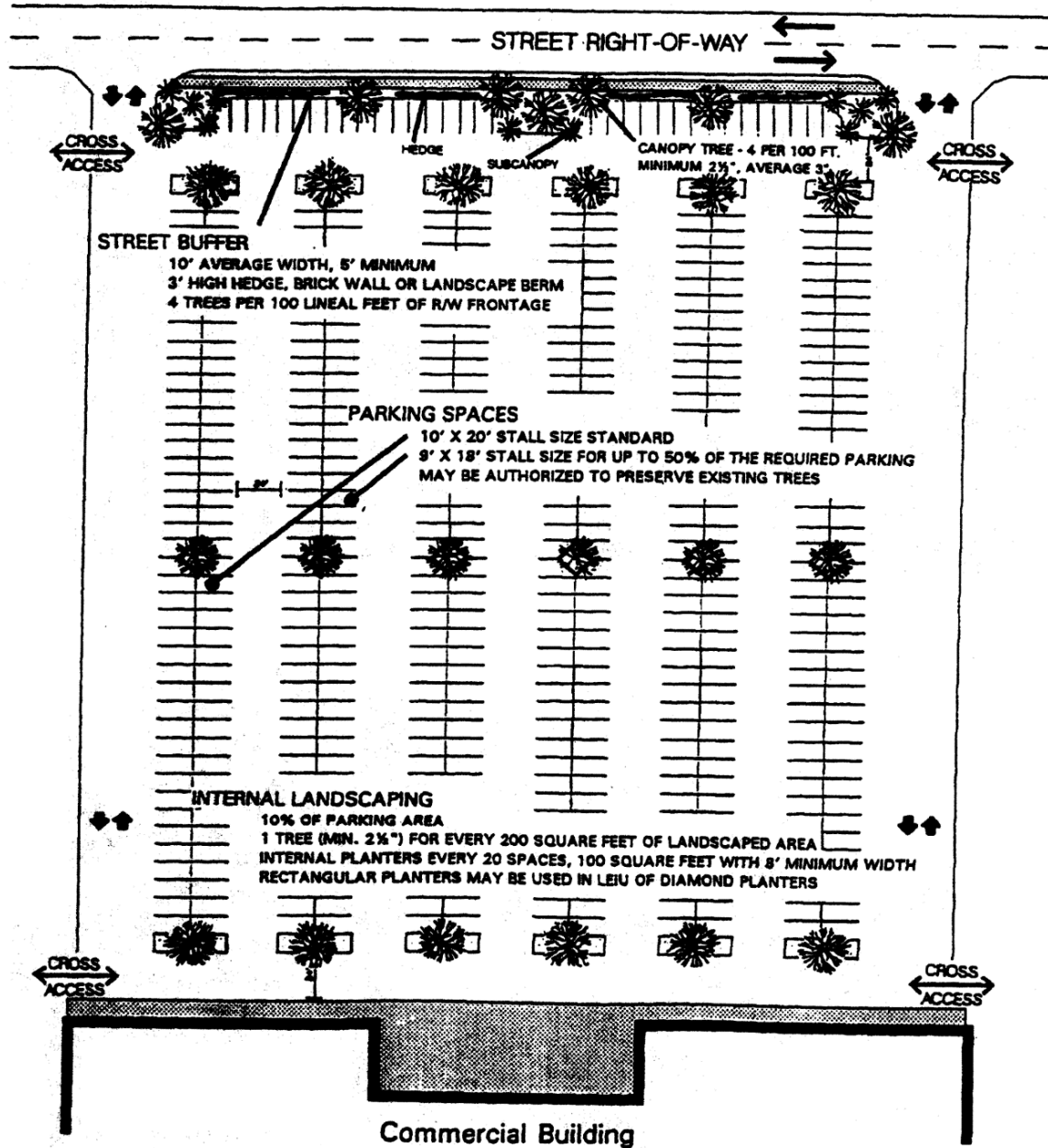
3508 Ground signs shall be designed to be compatible in appearance with the
 principal building.

d. Prohibited Signs

3510 In addition to the signs prohibited in Sec. 30.1245, the following sign
3512 types shall be prohibited:

- 3514 1. Blinking lights, changeable message boards and electronic message
 signs.
2. Reverse illuminated (receive light from an internal source) plastic signs.
- 3516 3. Reader boards and information displays.
4. Neon signs and changeable copy signs.
- 3518 5. Ground signs constructed at an angle with the façade of the associated
 building.
- 3520 6. Pole signs.
7. Billboards.

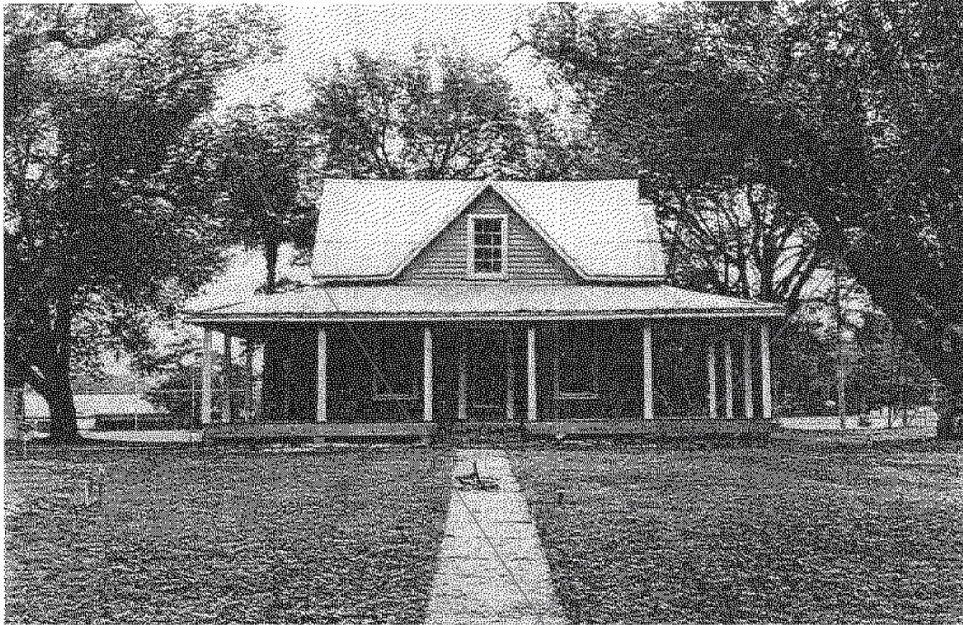
LANDSCAPING ADJACENT TO STREET RIGHT-OF-WAY AND PARKING LOT LANDSCAPING



NOTE: Variations in the width of the street buffer are encouraged to provide adequate space for meandering berms and trees. Canopy trees should be located at the farthest point from overhead utility lines.

Landscaping Adjacent to Street Right-of-Way and Parking Lot Landscaping

Structures



3526 Structures Pictures

Structures

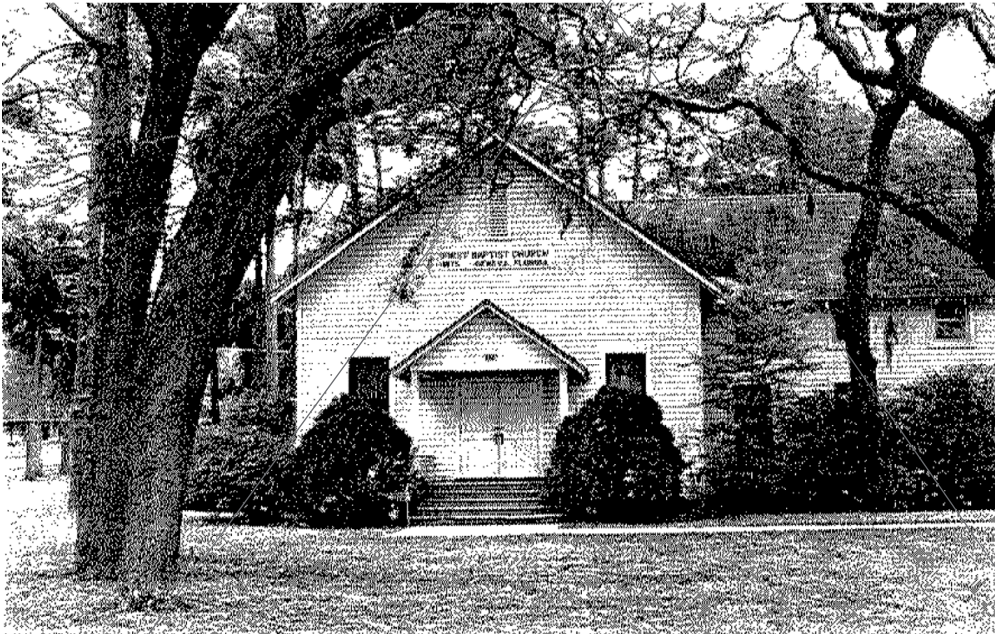
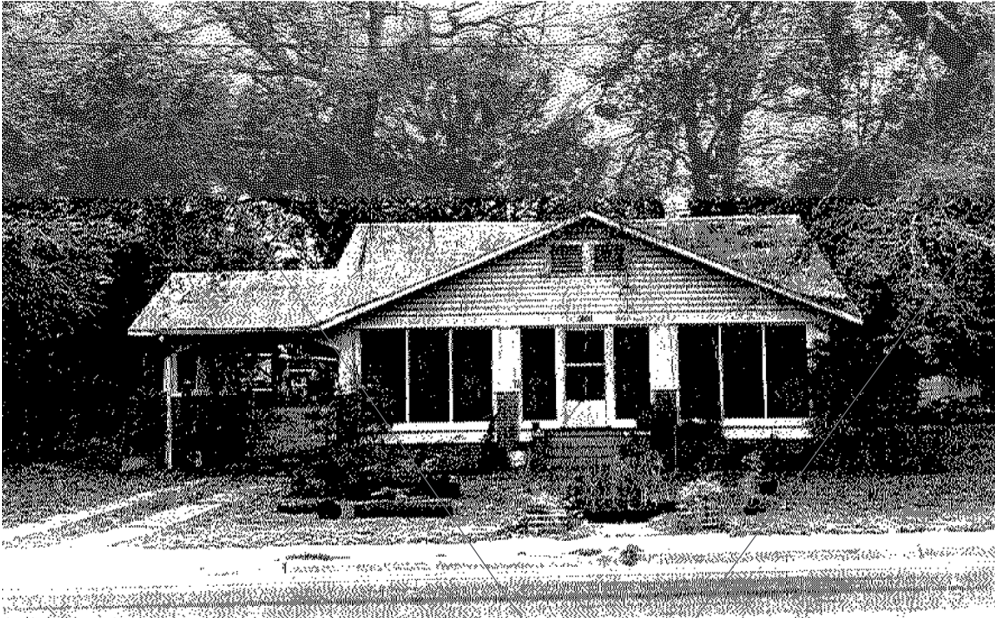


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Structures Pictures

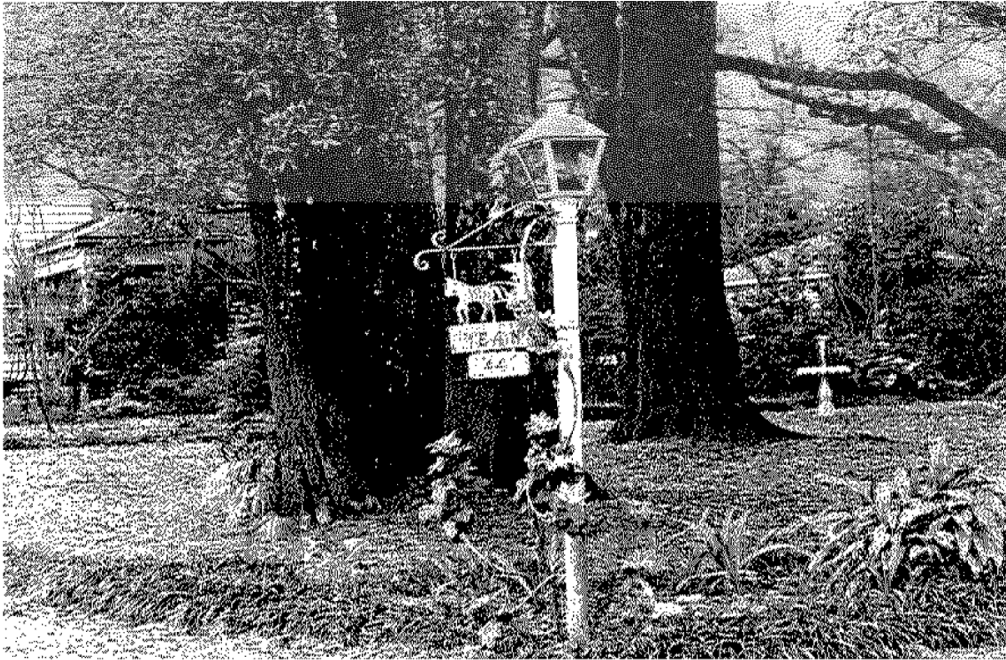
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Structures



3532 Structures Pictures

Signs

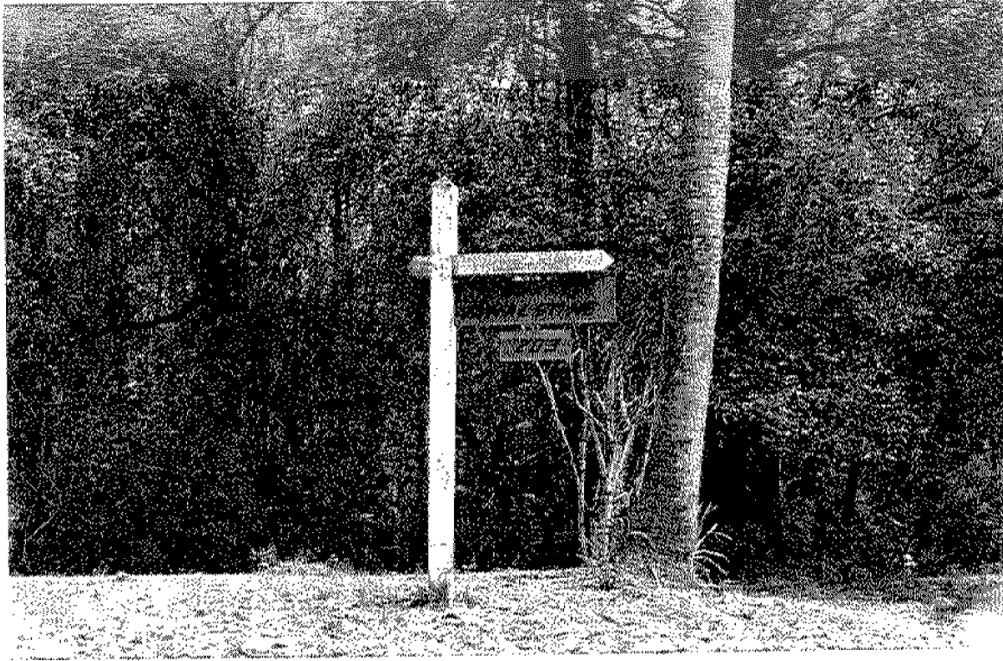


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Sign Pictures

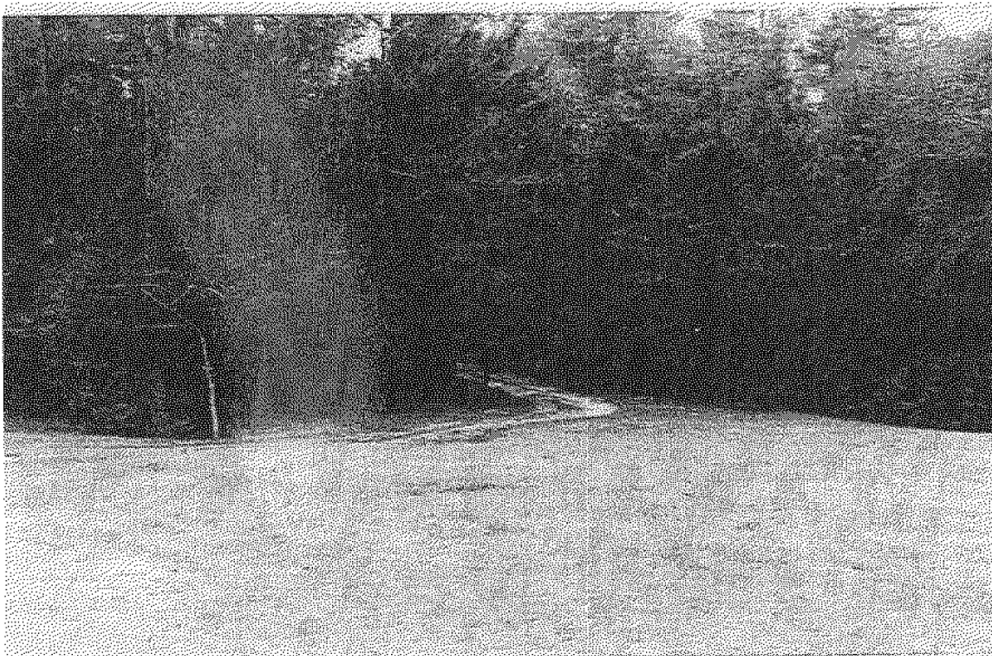
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Signs



3538 Sign Pictures

Driveways

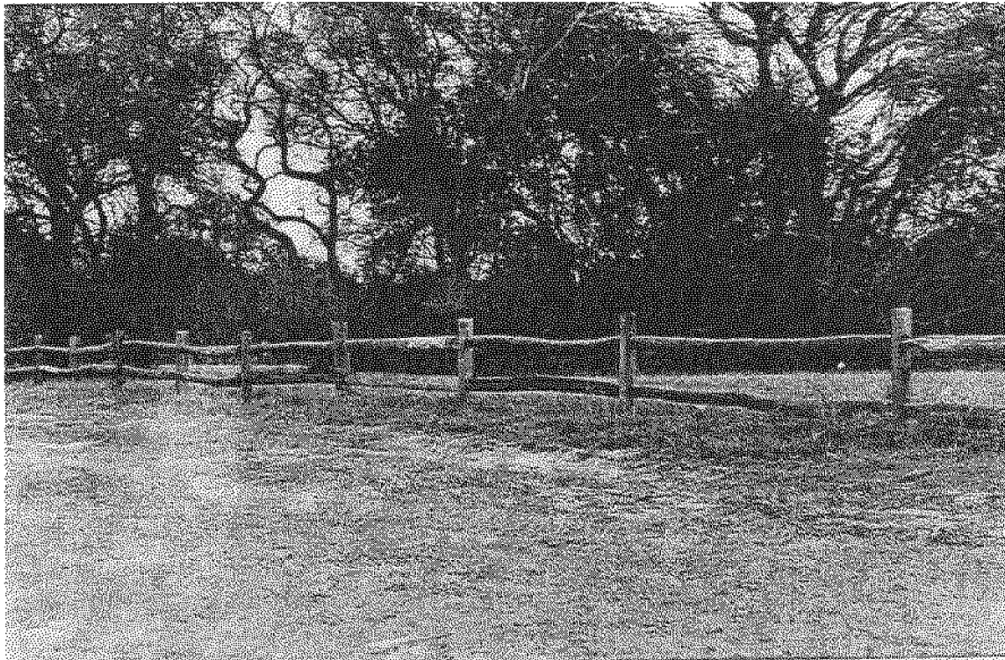


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Driveway Pictures

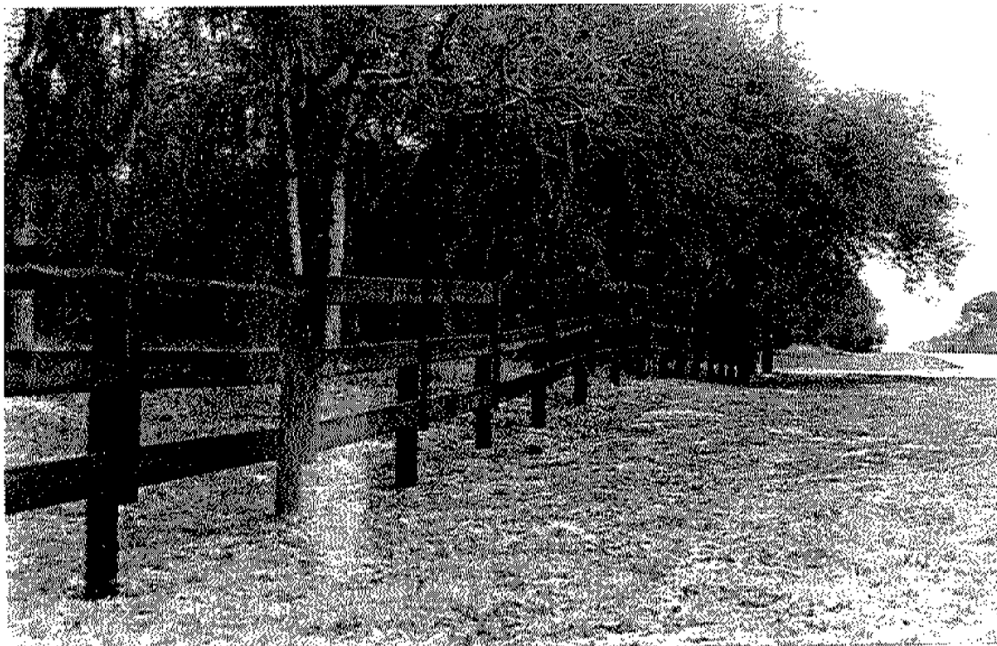
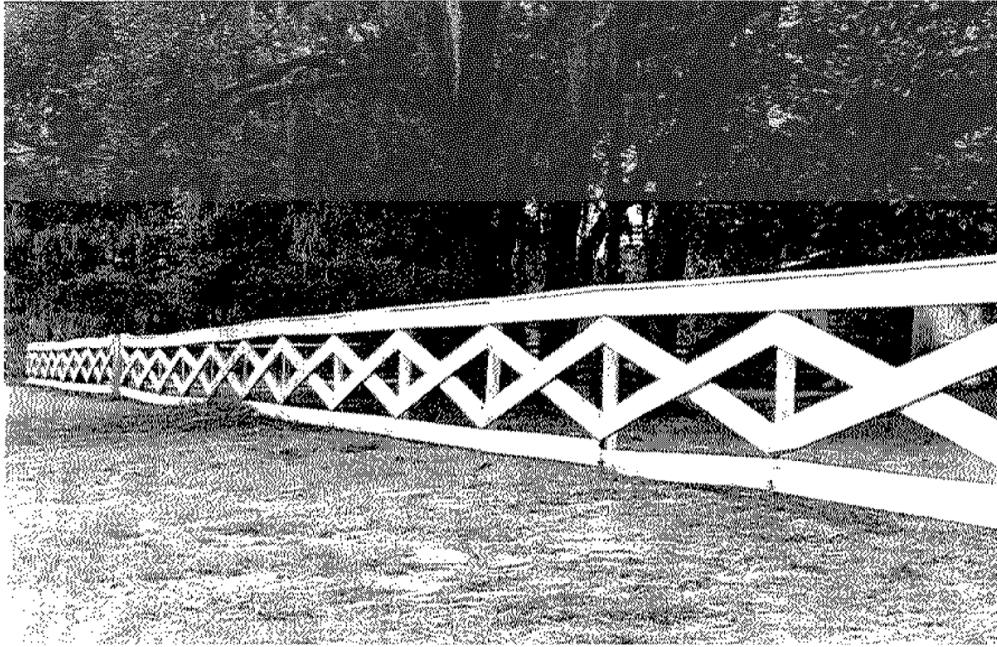
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Fences



3544 Fence Pictures

Fences



3546

Fence Pictures

3548

EXHIBIT

3550 FLORIDA NATIVE PLANT SOCIETY

935 Orange Ave., Winter Park, Florida 32789

3552 SELECTED NATIVE PLANTS
recommended for landscaping in Central Florida

Scientific Name	Common Name
Trees	
acer rubrum	red maple
agarista populifolia syn. leucothoe	fl. leucothoe
celtis levaegata	hackberry
cercis canadensis	redbud
chionanthus virginicus	fringe tree
cornus florida	flowering dogwood
crataegus spp.	hawthorn
gordonia lasianthus	loblolly bay
ilex cassine	dahoon
ilex opaca	american holly
ilex vomitoria	yaupon
juniperus silicicola	southern red cedar
liquidambar styracifua	sweet gum
liriodendron tulipifera	tulip tree
lyonia ferruginea	rusty lyonia

Scientific Name	Common Name
magnolia grandiflora	southern magnolia
magnolia virginiana	sweet bay
morus rubra	red mulberry
myrica cerifera	wax myrtle
osmanthus americanus	wild olive/devilwood
persea humilis	silk bay
persea borbonia	red bay
pinus clausa	sand pine
pinus elliottii	slash pine
pinus palustris	long leaf pine
platanus occidentalis	sycamore
prunus angustifolia	chickasaw plumb
prunus caroliniana	cherry laurel
quercus geminata	sand live oak
quercus laurifolia	laurel oak
quercus myrtifolia	myrtle oak
quercus nigra	water oak
quercus virginiana	live oak
sabal palmetto	cabbage palm

Scientific Name	Common Name
<i>taxodium ascendens</i>	pond-cypress
<i>taxodium distichum</i>	bald-cypress
<i>vaccinium arboreum</i>	sparkleberry
<i>viburnum obovatum</i>	waters viburnum
Shrubs	
<i>aronia arbutifolia</i>	red chokeberry
<i>befaria racemosa</i>	tar flower
<i>callicarpa americana</i>	beauty berry
<i>erythrina herbacea</i>	coral bean
<i>euonymus americanus</i>	strawberry bush
<i>garberia fruticosa</i>	garberia
<i>ilex ambi gua</i>	carolina holly
<i>ilex glabra</i>	gallberry
<i>illicium parviflorum</i>	star anise
<i>lyonia lucida</i>	shiny lyonia
<i>rhapidophyllum hystrix</i>	needle palm
<i>rhododendron viscosum</i>	swamp azalea
<i>rhus copallina</i>	winged sumac
<i>serenoa repens</i>	saw palmetto

Scientific Name	Common Name
vaccinium myrsinites fl.	evergreen blueberry
Vines	
campsis radicans	trumpet vine
gelsemium sempervirens	yellow jessamine
lonicera japonica	japanese honeysuckle
lonicera sempervirens	coral honeysuckle
parthenocissus quinquefolia	virginia creeper
vitis rotundifolia	muscadine grape
Flowers, Herbs, Groundcovers	
aletris lutea	colic root
arisaema triphyllum	jack-in-the-pulpit
calapogon tuberosus	grass pink
gaillardia sp.	blanket flower
helianthus spp.	black-eyed susan
hymenocallis crassifolia	spider lily
lilium catesbaei	pine lily
lupinus diffusus	lupine
nephrolepis exaltata	sword fern
osunda regalis	royal fern

Scientific Name	Common Name
passiflora incarnata	passion flower
polypodium aureum	gold foot fern
pteris vittata	ladder brake fern
ruellia caroliniensis	wild petunia
satureja rigida	pennyroyal
spiranthes lanceolata	red ladies tresses
thelypteris torresiana	mariana maiden fern
tradescantia ohiensis	spiderwort
viola lanceolata	bob white violet
woodwardia areolata	netted chain fern
yucca filamenmtosa	bear grass
zamia sp.	coontie

- 3554 10.3 Lake Mary Boulevard Gateway Corridor Overlay Standards Classification – PART 56
- 10.4 Econlockhatchee River Protection Overlay Standards Classification – PART 57
- 3556 10.5 Wekiva River Protection—Seminole Estates Overlay Zoning –
- 3558 10.5.1 WEKIVA RIVER PROTECTION AREA ENVIRONMENTAL DESIGN
- 3560 STANDARDS Wekiva River Protection Area Environmental Design
- 3562 Standards. Clustering and the Planned Development (PD). On
- 3564 property having the Suburban Estates land use designation, the
- 3566 use of Planned Development ("PD") zoning may only be
- 3568 permitted if the Economic and Community Development
- 3570 Services Director or designee determines that a greater
- 3572 protection of wetlands, rare upland habitat, greenways, or
- 3574 wildlife corridors can be achieved by clustering. Natural features
- that may be protected using PD zoning include, but are not
- limited to, floodprone areas karst features, most effective
- recharge areas, or other environmentally sensitive natural
- habitat. A cluster subdivision must provide a minimum of forty
- 40% open space including intervening common useable open
- space, passive or active parks, or conservation land between
- modules or clusters of homes so to that a minimum of sixty (60)
- percent of the residential lots abut or are located across the
- street from land held for the common enjoyment of the future
- residents of the development.
- 3576 10.6 Markham Road, Longwood—Markham Road and Lake Markham Road Scenic
- Roadway Corridor Overlays – PART 59
- 3578 10.7 Chuluota Nonresidential Design Standards Zoning Overlay – PART 60
- Buffers
- 3580 a) All other buffers shall be per ~~Part 64, LDC~~ Part 14
- 10.8 Airports – PART 61
- 3582 10.9 SR 46 Scenic Corridor Overlay District – PART 62
- 10.10 State Road 46 Scenic Corridor Lighting Standards – PART 66
- 3584 Development Standards
- f) Parking areas and equipment storage areas.
- 3586 1. Parking areas. All paved parking areas shall meet the following standards:

(D) Each landscaped island shall be irrigated, reclaim water, if available, must be used for irrigation. Also each island shall contain one (1) canopy tree as defined by Section 30.12281295(b) of the Seminole County Land Development Code or two (2) understory trees, each with a minimum caliper of one and one-half (1½) inches and minimum height of six (6) feet at planting

10.11 SR 46 Gateway Corridor Overlay Standards Zoning Classification – PART 63

10.12 Oxford Place Overlay District – PART 75

10.13 Urban Conservation Village Design – PART 27

10.13.1 Applicability

10.13.2 Purpose

10.13.3 Development restrictions, incentive, and flexibility

b) Residential structures, excluding privacy fences, must be set at least one hundred ~~forth~~ forty (140) feet back from the center line of Myrtle Street.

e) The ~~allowable net~~ density for a Conservation Village shall be calculated, ~~pursuant to Section 30.1359 of this Code, as amended,~~ on the basis on net buildable area as defined in Sec. 2.3, exclusive of but further excluding Primary Conservation Areas, and roads.

f) ~~Notwithstanding the foregoing, a density at a maximum~~ of two (2) units per net buildable acre ~~shall be permitted~~ if all of the following conditions are met:

1. The development is connected to central water and sewer.
2. The development incorporates stormwater volume reduction by retaining on-site the difference between pre-development and post-development runoff volume for a 25-year/24-hour storm event with recovery of seventy-five (75) percent of volume within seventy-two (72) hours of the storm event.
3. The development integrates stormwater quality treatment through an offline stormwater management system which incorporates sediment forbays equal to one-half (½) of the water quality volume, as required by St. John's River Water Management District, upstream of water quality treatment areas.
4. The development implements a Greenway Ownership and Management Plan regarding its primary conservation and greenbelt areas.

~~(g)~~ f) In order to implement the purposes of this part Part, the following technical standards are required:

	10.13.4 Required Greenway
3620	10.13.5 Ownership and maintenance of greenway land and common facilities
	10.13.6 Application Process
3622	10.14 US 17-92 Community Redevelopment Area Target Zone Height Alternative Standards

3624 **PART 11 PARKING AND LOADING REGULATIONS**

11.1 Applicability

3626 11.1.1 There shall be provided, at the time of the erection of any main building or structure
3628 or at the time any main building is enlarged or increased in capacity by adding
3630 dwelling units, guest rooms or floor areas, minimum ~~off-street parking spaces~~ with
 adequate provisions for ingress and egress, in accordance with the ~~following~~
 requirements of this section.

3632 11.1.2 In addition to the above instance, bicycle parking shall be brought into compliance
 with this part at the time of any change of use or substantial rehabilitation of a
 building requiring a building permit.

3634 11.2 ~~General provisions for off-street parking and loading.~~

3636 11.2.1 *Permanent reservation.* Area reserved for off-street parking or loading in accordance
3638 with this section shall not change to any other use unless the permitted use which it
 serves is discontinued or modified, unless equivalent parking or loading space is
 otherwise provided.

11.2.2 *Additional requirements.*

3640 a) If the site is located within an Aquifer Recharge Overlay Zoning Classification see
 Part 54, Chapter 30.

3642 b) Handicapped parking spaces shall be as required and in accordance with the
 Americans With Disabilities Act and the operative Standard Building Code.

3644 c) All unpaved parking spaces shall be clearly delineated on the site plan and shall
 be organized using tire stops or other physical markers indicating their
3646 designated use. Unpaved areas to be used for parking and/or traffic circulation
 shall have a gravel, mulch, grass, turf block or other durable dust-free surface
3648 acceptable to the Public Works Director, and shall be graded for drainage and
 maintenance. These areas shall not be counted as part of required buffers or open
3650 space, and the applicable on-site retention standard for stormwater drainage shall
 apply.

3652 11.3 Quantities of Parking Required

3654 a) The minimum amount of parking required shall be consistent with "Table 11.3-A:
 Minimum Parking Required."

3656 b) Developments containing more than one use shall provide parking and loading
 spaces in an amount equal to the total of the requirements for all uses.

3658 c) Parking required may be reduced based on alternatives provided in "11.4 Parking
 Reductions and Exceptions".

- 3660 d) Where referenced, "employees" refers to the total number of employees on the
largest shift.
- 3662 e) Proposed parking may not exceed 200% of the minimum parking required unless
approved by the Development Services Director.
- 3664 f) *Determining required off-street parking and loading and unloading space.* When
units or measurements determining the number of required off-street parking
3666 and off-street loading spaces result in a measurement of a fractional space, any
fraction up to and including one-half ($\frac{1}{2}$) shall be disregarded and fractions over
one-half ($\frac{1}{2}$) shall require one (1) off-street parking or off-street loading space;
3668 provided, however, that the waiver of fractional units of measurements shall not
apply to the first off-street loading and unloading space. As required under the
3670 "off-street loading and unloading regulations," the space provided for loading
and unloading purposes shall not be construed as providing required off-street
3672 parking spaces.

TABLE 11.3-A: MINIMUM PARKING REQUIRED

Residential	
Residential Unit 1000 SF or greater Less than 1000 SF <u>Studio Apartment / Efficiency</u>	2 spaces / dwelling unit <u>1.5 spaces / dwelling unit</u> <u>1 space / dwelling unit</u>
Dormitories, Boardinghouses	0.5 spaces / Bedroom
Hotels, motels, and other lodging	1 space / dwelling unit plus 2 additional
Non-Residential	
General Business / Retail / Office (including Shopping Centers)	<u>First 10,00 sq. ft 4 spaces / 1000 sq.ft.</u> <u>Above 10,000 sq ft 3 spaces/ 1000 sq ft</u> 5 / 1000 sqft under 10,000 sqft
Libraries and museums (exhibit/public areas)	<u>3 spaces / 1000 sq.ft.</u> 5 / 1000 sqft
Restaurant (free-standing)	1 space / 4 seats <u>5 spaces/ 1000 sq ft</u>
<u>Medical Office, Veterinarians, and Kennels</u> First 3,000 SF Above 3,000 SF	<u>4 5spaces / 1000 sq.ft.</u> <u>3 spaces / 1000 sq.ft.</u>
Furniture and appliance store First 10,000 SF Above 10,000 SF	5 spaces / 1000 sqft <u>1.5 spaces / 1000 sq.ft.</u> 1.667/ 1000 sqft
Manufacturing Concerns and Warehouses	1 / 1000 sqft 1 space/ 2 employees Plus 1 space / company vehicle
Commercial - Non-Retail	1 space/ 2 employees Plus 1 space / company vehicle
Hospitals, Residential facility, Assisted living	2 1_spaces/bed
<u>Residential facility, Assisted living</u>	<u>0.5 spaces/bed</u>
Education Daycare, Preschool, and Kindergarten <u>Elementary and Middle</u> <u>High School and Above</u>	1 space/employee <u>1.75 spaces/classroom</u> <u>5 spaces/classroom</u>
<u>Recreation and Entertainment</u>	<u>1 space/7 rated patron capacity</u>

3674

<u>Assembly Spaces</u>	<u>1 spaces/ 4 seats</u>
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11.4 Parking Reductions and Exceptions

3676 11.4.1 *Administrative variances.* Unless inconsistent with sound engineering practices or
3678 federal or state law, the ~~Development Service Director Planning Division Manager~~
may approve a variance to the following off-street parking standards under the
following conditions:

3680 a) When granting such variance would protect and encourage the preservation of
3682 large canopy, specimen or historic trees, or significant areas of existing native
vegetation or preserve existing historic buildings:

1. *Reduction of the number of required off-street parking spaces.* A maximum reduction of
3684 one (1) parking space or five (5) percent of the total number of parking spaces required,
whichever is greater, may be permitted.

36862. *Reduction of the size of required off-street parking spaces.* Up to fifty (50) percent of the
total required number of ninety-degree parking spaces may be reduced to a stall size of
3688 nine (9) feet by eighteen (18) feet to encourage the preservation of significant trees and
native vegetation.

36903. *Reduction of the amount of paved area.* Paving requirements may be reduced up to
twenty-five (25) percent of the total number of required parking spaces. All unpaved
3692 parking spaces shall be clearly delineated on the site plan and should be located at the
periphery of the building site or otherwise located where such spaces are unlikely to be
3694 used on a continuing basis. The unpaved portion shall have a gravel, mulch, grass, turf
block or any durable dust-free surface placed atop Geoweb or another structural
3696 component to ensure vehicles are supported as approved by the Public Works Director.
The area waived from paving requirements shall not be credited as part of the required
3698 landscaped area or open space and stormwater management standards shall apply and
~~the twenty-four (24) hour/twenty-five (25) year onsite retention standard for stormwater~~
3700 ~~drainage shall apply.~~

b) For existing developed properties on small sites when granting such a variance
3702 would preserve existing infrastructure:

1. For existing developed properties of less than 3 acres: if complying with the
3704 requirements of this Part would render the property unusable for the continuation of
uses similar to the historic use of the property or require demolition of existing buildings
3706 to achieve an economically viable use, the Development Services Director may grant a
reduction in parking or parking lot landscaping requirements sufficient to continue
3708 economic viability of the property without the need to demolish buildings on the
property or adjacent sites.

3710 11.4.2 Parking Reductions:

3712 a) Notwithstanding the below, any combination of parking reductions which would
result in an overall decrease in required parking of 30% or more must be
approved by the Development Services Director and may require a parking study.

3714 b) A development may seek a reduction in the required number of parking spaces
based on the following criteria:

37161. Parking Study: Applicants may choose to submit a parking study, at their own cost,
demonstrating a lower demand for parking than required by the standards of this
3718 section. The study must be based on the Development Services Director should approve
the methodology and the study must use current editions of professionally-accepted
3720 data sources.

2. Car Share Program: One car share space be provided in lieu of up to 5 regular parking
3722 spaces. Reduction limited to the greater of 10% of spaces or 2 spaces. Requires an
executed contract with a cars hare provider. Limited to Residential or Office uses in lots
3724 requiring at least 4 car share spaces. This reduction is applicable only to parking spaces
intended for residents and employees and may not be counted towards shared parking
3726 calculations..

3. Transit-Oriented Development:

3728 a. Applicability:

1. Units or businesses within 2000 feet of a commuter rail or bus rapid
3730 transit station:
2. Units within 800 feet of bus transit with headways of not less than 15
3732 minutes from 7am to 7pm.
3. Project must follow form and design standards for the MUCD zoning
3734 district.

b. Reduction:

- 3736 1. Up to 10% of parking spaces
- 3738 2. Up to 25% of parking spaces for residential or office uses if parking
spaces are "unbundled" (sold, leased, or rented with separate pricing
and a separate lease / deed of ownership)

3740 11.4.3 Shared parking

3742 a) Parking required may be reduced with the use of a Shared Parking Table. Shared
Parking may be combined with other reductions subject to approval by the
Development Services Director provided that other reductions are applied before
3744 calculating the shared parking utilization.

b) Shared reductions are available for multiple uses on:

1. Single or multiple adjacent sites under single ownership;
2. Multiple connected sites with a Shared Use Parking Agreement sharing parking facilities;
and
3. County-managed facilities.

c) The number of minimum required parking spaces may be reduced according to "Table 11.4-A Shared Parking Table" completed as follows:

1. In Column A, enter the minimum required parking spaces for each use as specified in this section;
2. For each following column (time of day and day of week), multiply the amount in Column A by the percentage listed in that column. Enter the sum of each column in the bottom row;
3. The revised minimum required parking is the highest value in the bottom row of "Table 11.4-A Shared Parking Table".

TABLE 11.4-A SHARED PARKING TABLE

Use Utilizing Shared Parking	Minimum Required Parking	Weekday Usage			Weekend Usage		
		Mon - Fri 8am - 6pm	Mon - Fri 6pm - 12am	Mon - Fri 12am - 8am	Sat - Sun 8am - 6pm	Sat - Sun 6pm - 12am	Sat - Sun 12am - 8am
Residential	See 3-6.1	60% # sp	100% # sp	100% # sp	80% # sp	100% # sp	100% # sp
Lodging	See 3-6.1	70% # sp	100% # sp	100% # sp	70% # sp	100% # sp	100% # sp
Commercial	(see below)						
Food & Beverage	See 3-6.1	70% # sp	100% # sp	10% # sp	70% # sp	100% # sp	20% # sp
Office, Industrial	See 3-6.1	100% # sp	20% # sp	5% # sp	5% # sp	5% # sp	5% # sp
All Others	See 3-6.1	90% # sp	80% # sp	5% # sp	100% # sp	70% # sp	5% # sp
Industrial	See 3-6.1	100% # sp	20% # sp	5% # sp	5% # sp	5% # sp	5% # sp
Place Of Assembly	See 3-6.1	40% # sp	100% # sp	10% # sp	80% # sp	100% # sp	50% # sp
Total Required Spaces	# sp	# sp	# sp	# sp	# sp	# sp	# sp

11.5 Electric Vehicle (EV) Readiness.

11.5.1 Purpose.

- a) The requirements of this Part are intended to provide electric vehicle charging abilities distributed throughout the County to serve public mobility needs, prepare for emerging electric vehicle technologies, improve air quality, and achieve County sustainability goals.

3766 11.5.2 Applicability.

3768 a) The requirements of this Part shall apply to new development or substantial
enlargement of structures. Only the new parking spaces added as part of a
substantial enlargement are subject to the requirements of this Section.

3770 11.5.3 General Requirements.

a) EV Readiness requirements are categorized in two levels as follows:

- 3772 1. EV Capable: These parking spaces prepare for future Electric Vehicle Supply
Equipment (EVSE) installation by providing dedicated electrical capacity in the
3774 service panel (40amp breaker for every two EV Capable two spaces) and
conduit to the EV Capable space. These spaces do not require wiring to the
3776 space or a receptacle.
- 3778 2. EVSE Installed: These parking spaces are reserved for EVs and provide drivers
the opportunity to charge their electric vehicle using EV charging stations
rated at a minimum of 32amp 7.2 kW. These spaces should be installed per the
3780 requirements of the National Electrical Code (NFPA 70) as adopted and
amended by the State of Florida.

3782 11.5.4 Number of Spaces Required.

a) The EV parking requirements are based on a percentage of the minimum required
3784 parking spaces of this Part.

TYPE	EV Capable**	EVSE Installed (threshold)**
Certified Affordable Multi-family Housing	20%	N/A
Structured Parking (except Certified Affordable Multi-family Housing)	20%	2% (requirement begins at 50 spaces)
Surface Parking:		
Multifamily and Hotel	20%	2% (requirement begins at 50 spaces)
Commercial (non-residential)* (office, retail, and public, recreational & institutional uses)	10%	2% (requirement begins at 250 spaces)
Industrial (employee parking only)	10%	2% (requirement begins at 250 spaces)
*Commercial projects for fuel retailers in which <i>automotive services</i> is the primary use are excluded from requirements contained in this Section.		
**All partial space requirements are rounded down.		

3786

11.5.5 Location.

- 3788 a) For PD rezones and major PD amendments, the number of EV Capable and EVSE
3790 Installed required spaces will be indicated on the MDP and placement identified
3792 during the final engineering/site plan approval, for all other projects the
Placement of the EV Capable and EVSE Installed required spaces must be identified
during the final engineering/site plan approval process.

11.5.6 Design.

- 3794 a) Charging equipment must be mounted on the wall or on a structure at the end of
the electric vehicle parking space provided.
- 3796 b) No charging devices may be placed within the dimensions of a space, on the sides,
or entrance to a space.
- 3798 c) When cords and connectors are not in use, retraction devices or locations for
3800 storage shall be located sufficiently above the pedestrian surface and the parking
lot as to reduce conflicts with pedestrians and vehicle maneuvering.
- 3802 d) Cords, cables, and connector equipment shall not extend across the path of travel in
any sidewalk or walkway.

e) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other device shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.

f) Alternative designs may be approved by the Planning and Development Division Manager.

g) Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements.

11.5.7 Accessibility.

a) A minimum of one (1) EVSE Installed space must be located adjacent to an ADA designated space to provide access to the charging station.

b) The accessible space must be designated as an EV reserved space.

c) The EVSE Installed accessible spaces should have all relevant parts located within accessible reach, and in a barrier-free access aisle for the user to move freely between the EVSE and the electric vehicle.

11.5.8 Signage.

a) All EVSE Installed parking spaces should be designated consistent with MUTCD standards.

11.6 Design of off-street parking spaces.

11.6.1 Landscaping of off-street parking areas

a) Off-street parking areas must meet the landscape requirements of <crossreference>.

11.6.2 Dimensional requirements of off-street parking spaces.

a) Except where otherwise specified in this Code or Federal or State law, an off-street parking space shall consist of a minimum net area of two hundred (200) square feet with a minimum width of ten (10) feet and a minimum length of twenty (20) feet, exclusive of access drives or aisles thereto

b) Up to 80% of spaces provided may shall have a minimum net area of one hundred and sixty-two (162) square feet, a minimum width of nine feet (9'), and a minimum length of eighteen feet (18'). Parallel parking spaces may be reduced to nine feet (9') in stall width.

b) Curbs, Wheel Stops, and Encroachments.

1. The maximum height of curbs shall be six inches where the overhang of bumpers is anticipated. The maximum height of wheel stops shall be five inches.

2. Where the curb abutting the pedestrian walkway is used as a wheel stop, the walkway shall be a minimum 7 feet wide to accommodate up to 2 feet of vehicle overhang.

3. Where a curb or wheel stop is provided, the overhang of a motor vehicle past the curb or wheel stop may be counted as part of the required parking module. The adjacent parking stalls may be reduced by 2 feet as measured from the face of the curb or wheel stop.

c) Parking spaces for properties assigned the R-AH zoning classification and having a triplex use buildings with 3 or more units shall have parking spaces with a minimum net area of one hundred and sixty-two (162) square feet, a minimum width of nine feet (9'), and a minimum length of eighteen feet (18').

d) Off-street space requirements at various parking angles.

1. Except as otherwise provided in this Part, off-street parking areas shall be so designed so as to meet the minimum dimensions as shown in the following table:

Parking Angle (Degrees)	Stall Width (Feet)	Stall to Curb (Feet)	Access Aisle One-Way (Feet)	Curb Length (Feet)
0	10.0	10.0	12.0	22.0
30	10.0	18.7	12.0	20.0
40	10.0	20.5	13.0	15.6
45	10.0	21.2	13.0	14.1
50	10.0	21.8	13.0	13.1
60	10.0	22.3	18.0	11.6
70	10.0	22.2	18.0	10.6
80	10.0	21.4	24.0	10.2
90	10.0	20.0	24.0	10.0

e) Required parking spaces may be reconfigured or redesigned to accommodate additional parking spaces for smaller vehicles including two-wheeled vehicles and neighborhood electric vehicle provided that:

- 3856 1. The reconfiguration does not exceed the greater of 1 space or 5% of the minimum required
3858 parking spaces except that the Development Service Manager may approve the conversion of a
3860 larger number of spaces based on evidence provided by the applicant that site users will favor
3862 alternative vehicles.
2. The conversion must be reversible to provide parking spaces meeting the requirements of this
part with restriping alone.

11.6.3 Circulation in Parking Areas:

3864 a) Minimum accessway shall be twelve (12) feet for one-way traffic twenty-four (24)
feet for two-way traffic.

3866 b) Schools and Day Care Centers must provide adequate off-street space for loading
and unloading of children. Off-street loading and unloading area requirements.

3868 On the same premises with every building, structure, or part thereof, erected and
occupied for manufacturing, storage warehouse, food processing or wholesale
3870 distribution plant, goods display, department store, wholesale store, market, hotel,
office, hospital, mortuary, laundry, dry cleaning, or other uses similarly involving the
3872 receipt of distribution by vehicles of materials or merchandise, there shall be
provided and maintained on the lot adequate space for the maneuvering, standing,
3874 loading, and unloading services in order to avoid undue interference with public use
of the streets or alleys.

3876 c) *Off-street loading and unloading space defined.* An open, hard-surfaced area, other
than a street or public way, the principal use of which is for standing, loading and
3878 unloading of motor trucks, tractors, and trailers. Such space shall not be less than
twelve (12) feet in width, fifty-five (55) feet in length and fourteen (14) feet in
3880 height, exclusive of access aisles and maneuvering space.

d) *Criteria specified.* For every building or structure or part thereof having an area
3882 five thousand (5,000) square feet or more of building floor area and used for the
purposes mentioned above, off-street loading and unloading spaces shall be
3884 provided in accordance with the following guidelines:

Category	(Square Feet)	Gross Floor Area Spaces Required
Manufacturing	5,000—20,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet
Warehouse	5,000—20,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet
Retail Sales	5,000—10,000	1 Space Plus 1 Space Per Each Additional 25,000 Square Feet
Service Establishments	5,000—20,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet
Commercial Recreation	5,000—50,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet
Restaurants	5,000—10,000	1 Space Plus 1 Space Per Each Additional 25,000 Square Feet
Office	10,000—150,000	1 Space Plus 1 Space Per Each Additional 150,000 Square Ft
Institutions	10,000—50,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet
Public Buildings	5,000—50,000	1 Space Plus 1 Space Per Each Additional 50,000 Square Feet

3886 11.7 Miscellaneous design standards – SEC 30.1233

3888 a) *Hours of operation.* Non-residential uses with after-hour deliveries or service for
3890 late-night customers can generate noise and light during evening hours which may
3892 adversely impact adjoining residences. When these activities occur on the side of a
3894 building site adjoining residences, the hours of operation may be limited during
3896 the development approval process to any combination of hours between 7:00 a.m.
3898 and 11:00 p.m. as determined on a case-by-case basis by the Planning and
Development Division Manager prior to issuance of any building permit for new
construction, a building addition or a change in use; provided that in no event
shall the ~~Planning Manager~~ Development Services Director limit the hours of
operation to less than twelve (12) consecutive hours. In the case of a rezoning to
Planned Development (PD), the Board of County Commissioners shall make the
appropriate findings for such limitations.

3900 b) *Cross-access easements.* All development except single-family residential and
3902 duplex uses, with parking lots or other direct access to a public road shall, as part
3904 of the development approval process, establish cross-access easements which
provide for the internal connection of the parcel to adjacent parcels unless the
county engineer Public Works Director makes a finding that such joint-access is
not feasible or practicable based upon circumstances unique to the properties

Bicycle Parking Requirements

3906 11.7.2 Applicability

3908 a) Bicycle parking shall be provided in accordance with the standards of this Part and
shall be made available prior to the issuance of any Certificate of
Occupancy/Completion for the use being served.

3910 11.7.3 General Bicycle Parking Requirements.

3912 a) Bicycle parking shall consist of short-term bicycle parking and long-term bicycle
parking as required.

3914 1. Short-term bicycle parking is generally intended to be used for less than two hours.
Typical uses include visitors and customers of retail, restaurants, or medical offices.
Short-term bicycle parking may include outdoor bicycle parking spaces and bicycle racks
not protected from the weather. Short-term bicycle parking should be easily located and
accessible to first-time visitors.

3918 2. Long-term bicycle parking is generally intended for use for four or more hours. Typical
3920 users include residents and employees. Long-term bicycle parking must be in a format
intended to provide security for longer term usage such as bicycle lockers, restricted
3922 access fenced areas or rooms, or continuously monitored indoor spaces. When feasible,
long-term parking spaces should be covered. Areas provided inside of multi-story office
3924 buildings for employees and visitors counted as long-term bicycle parking must be
accompanied by an approved bicycle plan showing the access route and describing
operational hours and security measures.

3926 b) Covered bicycle parking is encouraged wherever the design of the building or use
being served accommodates such facilities.

3928 11.7.4 Quantity of Bicycle Parking Required

3930 a) The minimum number of bicycle parking space required is described in "Table 11.7-A Minimum Number of Bicycle Parking Spaces Required"

<u>Land Use</u>	<u>Long-Term</u> ⁽¹⁾	<u>Short-Term</u> ⁽¹⁾
<u>Residential</u>		
<u>Residential, Multi-Family</u>	<u>1:5 units</u> <u>(minimum 2)</u>	<u>1:10 units</u>
<u>Hotels, Motels and other Lodging</u>	<u>1:30 Rooms</u>	<u>4 spaces plus 1:25,000 sf</u> <u>of ballroom/function area</u>
<u>Non-Residential</u>		
<u>General Business / Retail</u>	<u>1:25,000 sf</u>	<u>1:7,500 sf (minimum 4)</u>
<u>Office</u>	<u>1:15,000 sf</u>	<u>1:25,000 sf (minimum 4)</u>
<u>Libraries and Museums (exhibit/public areas)</u>	<u>1:25,000 sf</u>	<u>1:10,000 sf (minimum 4)</u>
<u>Restaurant (free-standing)</u>	<u>1:25,000 sf</u>	<u>1:7,500 sf (minimum 4)</u>
<u>Medical Office, Veterinarians, and Kennels</u>	<u>1 per 5 employees</u>	<u>1:25,000 sf (minimum 4)</u>
<u>Furniture and appliance store</u>	<u>1 per 5 employees</u>	<u>4 spaces plus 1:50,000 sf</u>
<u>Manufacturing Concerns and Warehouses</u>	<u>1:30,000 sf</u>	<u>4 spaces plus 1:50,000 sf</u>
<u>Commercial - Non-Retail</u>	<u>1 per 5 employees</u>	<u>4 spaces plus 1:50,000 sf</u>
<u>Hospitals</u>	<u>1:50,000 sf</u>	<u>8 spaces plus 1:50,000 sf</u>
<u>Residential facility, Assisted Living</u>	<u>1 per 5 employees</u>	<u>1 per 5 employees</u>
<u>Education:</u>		
<u>Daycare, Preschool, and Kindergarten</u>	<u>1:5 classrooms</u>	<u>8 spaces</u> <u>plus 1:10,000 sf Assembly Space</u>
<u>Elementary, Middle, and High</u>	<u>3:1 classroom</u>	<u>8 spaces</u> <u>plus 1:10,000 sf Assembly Space</u>
<u>College, University, Adult</u>	<u>3:1 classroom</u>	<u>8 spaces</u> <u>plus 1:10,000 sf Assembly Space</u>
<u>Recreation and Entertainment</u>	<u>1:25,000 sf</u>	<u>1 / 40 rated patron capacity</u> <u>(minimum 8) ⁽²⁾</u>

<u>Assembly Use</u>	<u>1:25,000 sf</u>	<u>1 / 20 rated patron capacity (minimum 8) ⁽²⁾</u>
sf = square feet		

3932 **Table 11.7-A Minimum Number of Bicycle Parking Spaces Required**

3934 **Table Notes:**

1. "sf" indicates square feet
39362. Visitor spaces for assembly and entertainment uses typically host visitors for between 2 and 4 hours constituting an intermediate between short-term and long-term parking. For these uses design variations may be approved by the Development Services Director which increase security, improve weather protection, and provide reasonable wayfinding
- 3938 Maximum spaces. For uses requiring more than 25 spaces for a single building, the Development Services Director may waive the provision of more than 25 spaces provided that at least 2 spaces are provided near each public or employee entrance.
- 39403.
- 3942

3944 **11.7.5 Location.**

- a) Short-term spaces shall be located within 50 feet of the main entrance to the building as measured along the most direct pedestrian access route. For a building with more than one entrance, the bicycle parking must be distributed along all facades with a main entrance, and located within 50 feet of at least one main entrance, as measured along the most direct pedestrian access route. When more than 6 spaces are required per entrance, additional parking may be provided at a secondary location, such as a parking garage, not more than 200 feet from the principal entrance with directional signage indicating its location.
- 3946
- 3948
- 3950
- 3952
- b) Long-term bicycle parking must be located on the same building site as the use being served. All long-term bicycle parking spaces must be located within 200 feet of a main, operational entrance to the building.
- 3954
- 3956
- 3958
- c) Bicycle parking facilities may be located in the rear 50% of any required front yard setback, but shall not be located in any vehicle parking space required under this Part, except where a vehicle parking space is specifically converted to bicycle parking spaces by approval of the Development Services Director.

3960 d) Bicycle parking located within a parking garage must be located within 50 feet of
3962 a pedestrian access point which includes an elevator or first floor sidewalk
connection. If the bicycle parking is located within an enclosed room within the
3964 parking structure, the distance requirement to an elevator or pedestrian entrance
is no more than 200 feet.

11.8 Parking Garage Design Guidelines

3966 11.8.1 Intent and Purpose:

3968 Parking Garage Design Guidelines, within the Zoning Regulations, intend to provide
for architectural appeal and compatibility of the size, scale, intensity/mass and image
3970 of the parking garage structures with adjacent buildings and with the context of the
surrounding area/neighborhood.

3972 Parking garages have significant visual impact with their large mass structures on the
overall development and image of the community. Parking structures also consume
3974 land, interrupt the street wall, and can have a negative impact on pedestrian realm if
not integrated with other land uses, such as street level retail, residential and
3976 commercial activities. Parking structures can be visually overpowering if not well
designed and sensitively sited.

11.8.2 Applicability:

3978 a) Parking Garage Design Guidelines, within the Zoning Regulations, are
3980 supplementary to the other regulations within the Land Development Code and
Building/Fire/Life Safety Codes of the County.

3982 b) All future parking garages shall comply in their design to the maximum extent
with these guidelines.

3984 c) These guidelines shall apply to parking garages (multiple levels) and parking decks
(single level) but shall not apply to underground parking structures (at least half
3986 the floor height below grade) and shall not apply to parking garages within the
interior of projects that are not visible on the exterior street.

11.8.3 General Requirements:

3988 a) Elevations shall be provided for all facades of a parking garage that are not
screened with other buildings.

3990 b) A landscape plan shall be provided.

3992 c) A circulation plan shall be provided showing both vehicular and pedestrian
circulation.

11.8.4 Design Principles:

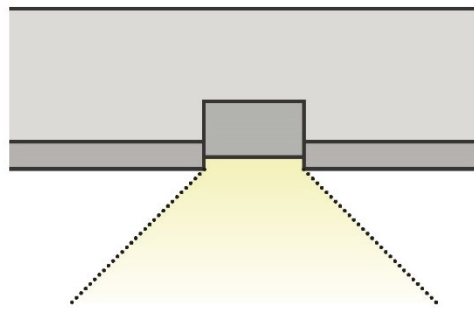
- 3994 a) **Parking structures shall complement the nearby buildings:** Parking structures
3996 shall blend into style and scale of the context and not be designed as purely
 utilitarian structures
- 3998 b) **Respect pedestrian environment:** Design shall respect the human scale
 incorporating building materials and details that add to or preserve the
 pedestrian experience
- 4000 c) **Minimal pedestrian/vehicular conflict:** vehicular access, entry, circulation shall
 be designed to prioritize pedestrian movement and patterns.
- 4002 d) **Architectural Integrity:** Parking structures shall have features and building
 materials that complement the primary or adjacent structures
- 4004 e) **Integrate Landscaping:** Substantial landscaping shall buffer views of parking
4006 structures, obstruct glare, and provide a transition in scale between the structure
 and the public realm around it.

11.8.5 Design Guidelines:

- 4008 a) **Siting:**
1. Parking structures should be located away from public streets and high pedestrian use
4010 areas screened by other buildings with habitable uses.
2. Landscape setbacks with a minimum dimension of 10 feet shall be provided on all sides
4012 of the parking structure except where habitable buildings frontages are provided at the
 ground level. In zoning districts with larger street front setbacks, those larger setbacks
4014 shall apply.
3. Parking Garages adjacent to plazas or squares are discouraged; if they must occur, they
4016 shall be lined with habitable building frontages.
4. Locating parking structures adjacent to properties containing or designated for single-
4018 family, residential uses, schools or community parks is strongly discouraged. If other
 locations are not viable, consideration will be given to parking structures that are setback
4020 a minimum of 20 feet from these areas, are limited to a maximum height of 30 feet or
 three (3) stories and contain buffer landscaping and/or architectural features to screen or
4022 minimizes views of vehicular uses.
5. Avoid garage vehicular exit locations where the glare of headlights on departing cars
4024 would have adverse impact on uses across the street.
6. Appurtenances (i.e., transformers, ventilation shafts, etc.) shall be located outside of any
4026 required setback and shall be screened from public view.
- b) **Structure Design:**

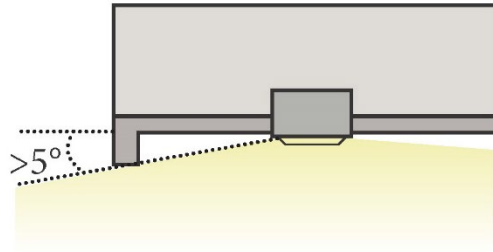
40281. Exterior elevations should incorporate design components and materials utilized and compatible with the primary building(s).
40302. Garage corners that are visible to the public realm should be treated with architectural features
40323. Parapet walls. On all levels where parking is provided adjacent to an exterior wall, all façades shall have exterior opaque walls a minimum height of 42 inches above any
- 4034 finished grade and any finished floor.
4. The sloping nature of the interior structure shall not be exposed, repeated, or revealed
- 4036 on the exterior façade. Ramping in parking structures shall be internalized or screened to avoid an angular geometry to the perimeter of the structure.
- 4038 c) Screening
1. Public façades of Structured Parking: When a parking structure façade is
- 4040 adjacent to or facing any public park or plaza, public right-of-way, public
- sidewalk, or private street, façades shall comply with the following:
- 4042 a. Screening elements shall be designed in a structurally sound manner and have
- a gap of no more than 18 inches from the frame of the screening element to the
- 4044 wall opening. Alternative decorative elements which provide an equivalent level
- of screening may be allowed in an accessory parking structure where such
- 4046 elements are employed to match the architectural character of the main building.
- Mesh or decorative panels, louvers, green walls, tinted or sandblasted opaque
- 4048 spandrel glass, or similar screening elements shall be used. Where mesh or other
- materials containing openings are used in conjunction with the screening frame,
- 4050 no individual opening shall exceed four square inches. Chain link fencing and
- similar screening elements shall be prohibited as an allowable mesh or similar
- 4052 screening element.
- b. A total of at least 50 percent of such exterior building wall, or portion thereof,
- 4054 with adjacent parking spaces shall consist of opaque materials which may include
- permitted signs, graphic or sculptural art, decorative screening or latticework.
- c. Perforated metal does not effectively prevent glare in all cases, therefore shall
- 4056 not be used as the primary screening material. It can be used in combination with
- 4058 other screening techniques so that the light spill measured at the parcel line is
- not more than 0.5 footcandles. Pedestrian Safety:
- 4060
- d) Lighting
40621. Parking garages should utilize full spectrum lighting to increase safety and comfort. The
- placement of fixtures should be designed to minimize light pollution from the garage.

40642. Lighting shall be designed to reduce light spillage outside the parking structure according to the following:
- 4066 a. Internal illumination shall be screened so that internal light sources shall not be visible from the adjacent public right-of-way or adjacent parcels.
- 4068 Light fixtures directly visible from the exterior of a parking structure shall be directed internally upward or shall contain shielded fixtures to prevent
- 4070 such visibility.
- 4072 b. Rooftop lighting shall be located at an elevation height less than the top of the nearest exterior perimeter rooftop wall; or shall be setback a
- 4074 minimum of 15 feet from the exterior perimeter of the rooftop wall at a maximum mounted height of 12 feet above finished floor with cutoff
- 4076 light fixtures that have a maximum 90-degree illumination.
- 4078 c. Lighting levels measured at the property line of parcels adjacent to the structured parking deck shall not be greater than 0.5 footcandles.
40783. Interior walls and ceilings should be painted a light color to improve illumination and safety.
40804. All exposed mechanical equipment and piping should be painted to match the interior of the structure.
40825. Shielding:
- 4084 a. Utilize shielded fixtures to minimize light pollution and glare from both within and outside the garage.
- 4086 b. Structural shielding, Lighting fixture shielding, or Indirect lighting as depicted below can be used to prevent glare.
- 4088 c. Acceptable lighting designs include the following:
- 4088 1. Recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface of the canopy



4092

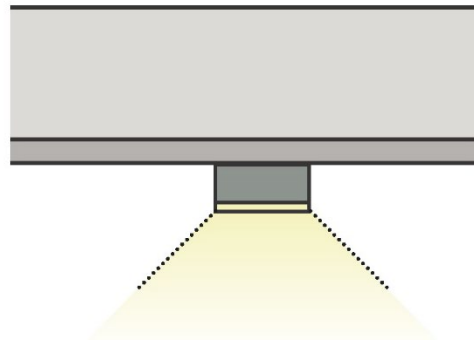
2. Recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface of the canopy.



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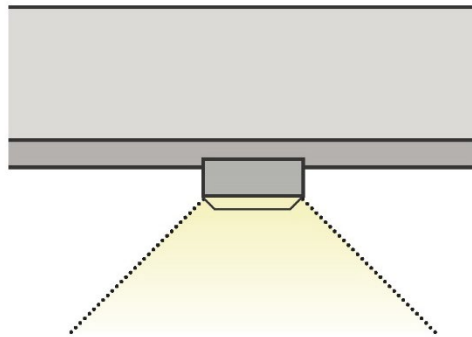
3. Light fixture incorporating shields or is shielded by the edge of the canopy itself, so that light is restrained to 5 degrees or more below the horizontal plane.

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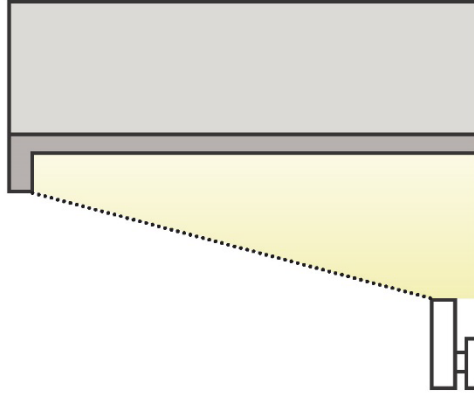
4. Surface mounted fixture incorporating a flat glass that provides a cutoff design or shielded light distribution



4100

5. Surface mounted fixture measuring no more than 2 feet by 2 feet, with a lens cover that contains at least 2% white fill diffusion material

4102



4104 6. Indirect lighting where light is beamed upward and then reflected
 4106 down from the underside of the canopy, provided the fixture is
shielded so that direct illumination is focused exclusively on the
underside of the canopy.

4108 e) Pedestrian Safety:

1. Pedestrian circulation should be delineated and separated from automobile circulation.
 4110 Interior pedestrian paths should be visible to drivers and delineated to differentiate them
from vehicle travel aisles.
41122. The use of landscaping, walkways and decorative hard scape should be used to
emphasize pedestrian areas.
41143. Elevator and stair shafts, mechanical rooms and similar visual disruptions should be
located to minimize the obstruction of views between drivers and pedestrians.
41164. Pedestrian access should be designed to safely avoid pedestrian entry and exit of the
garage via vehicular ramps and provide a minimum five (5)-foot wide pedestrian
 4118 sidewalk associated with each vehicular access driveway.

f) Bicycle Parking:

- 4120 1. Bicycle parking should be located on the level with the most convenient access, and
adjacent to a vehicular entry or have a separate protected and signed entrance.
- 4122 2. Bicycle parking located within a parking garage must be located within 50 feet of a
 4124 pedestrian access point which includes an elevator or first floor sidewalk connection. If
the bicycle parking is located within an enclosed room within the parking structure, the
distance requirement to an elevator or pedestrian entrance is no more than 200 feet.

g) Lighting:

1. Parking garages should utilize full spectrum lighting to increase safety and comfort. The
 4128 placement of fixtures should be designed to minimize light pollution from the garage.

2. Utilize shielded fixtures to minimize light pollution and glare from both within and
4130 outside the garage.
3. Interior walls and ceilings should be painted a light color to improve illumination and
4132 safety.

h) Noise:

41341. Locate all stationary noise-generating equipment, such as ventilation fans, air
compressors and portable power generators, as far away as possible from businesses,
4136 residences, or other noise-sensitive land uses.

2. Paving surfaces within parking structures shall be used to reduce tire squeal.

4138 i) Special contextual guidelines:

1. Office Parks and Multi-family Communities
- 4140 Direct, dedicated pedestrian connections shall be provided between parking
structures and all buildings served. If these connections are adjacent to
4142 surface parking or other vehicular use areas, landscaping shall be provided.
2. Mixed-Use Projects
- 4144 See additional standards for the MUCD Zoning District.

PART 12 Floodplain Management – PART 51 (UPDATED PER ORDINANCE 2022-

4146 23

12.1 Division 1

4148 12.2 Division 2

12.3 Division 3

4150	PART 13	SIGN REGULATIONS	– PART 65
	13.1	Purpose, intent, and definitions	
4152	13.2	Substitution of noncommercial speech for commercial speech	
	13.3	Sign standards	
4154	13.4	General provisions	
	13.5	Prohibited signs	
4156	13.6	Nonconforming signs	
	13.7	Building permit required	
4158	13.8	Outdoor advertising signs/adult entertainment establishments and sexually oriented businesses	
4160	13.9	Limitations on outdoor advertising signs	
	13.10	Limitation on number, size, and orientation of outdoor advertising sign faces	
4162	13.11	Reconstruction of damaged or destroyed existing structures	
	13.12	Use of cut-outs on outdoor advertising signs	
4164	13.13	Outdoor advertising sign agreements	
	13.14	Removal or trimming of trees and vegetation	
4166	13.15	Agricultural signs in A-3, A-5, and A-10	
	13.16	RP & OP Signage Regulations (moved from Part 34, Part 36)	
4168	13.17	Signage in Industrial Districts	
	13.17.1	Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises are permitted.	
4170			

PART 14 LANDSCAPING, SCREENING, BUFFERING, AND OPEN SPACE

14.1 Purpose, intent, and definitions

a) The purpose of this Part in general is to provide for quality community character, to shade impervious surfaces, to protect against potential land use conflicts, and to define logical areas for pedestrian and vehicular circulation.

b) The purpose of the water-efficient landscaping criteria included herein is to establish minimum standards for the development, installation and maintenance of all landscaped areas required by this Code without inhibiting creative landscape design. Specific water conservation measures are required such as the preservation of existing natural vegetation when appropriate. The establishment of these minimum requirements and the encouragement of resourceful planning are intended to protect and preserve the appearance, environmental quality, character and value of surrounding neighborhoods and thereby promote the public health, safety and general welfare of the citizens of Seminole County.

1. Creative site development concepts shall be used in order to promote water conservation. Water conservation requirements may be reduced by providing for: Water-conserving site development concepts may include, but are not limited to:

- a. The preservation of existing plant communities;
- b. The use of native plant species;
- c. The re-establishment of native plant communities;
- d. The use of drought tolerant plant species;
- e. The use of site specific plant materials;
- f. The design, installation and maintenance of irrigation systems which eliminate the waste of water due to over application or loss from damage;
- g. The use of shade trees to reduce transpiration rates of lower story plant materials;
- h. Placement of vegetation in such a way that promotes energy conservation through shading; and
- i. The use of pervious paving materials.
- j. The use of water efficiency in landscaping; and
- k. Other environmentally sensitive site development concepts.

2. Vegetation protection and preservation objectives are:

- 4204 a. To reduce the use of irrigation water in open space areas by promoting
the preservation of existing plant communities;
- 4206 b. To prevent the removal of existing vegetation in advance of the approval
of land development plans; and
- 4208 c. To prevent the removal of existing vegetation when no replacement
vegetation plan has been prepared for the site.
- 4210 3. To achieve the objectives of these land development regulations, this Code incorporates
4212 six (6) basic principles of water-efficient landscaping. These principles are set forth below
for the purpose of giving guidance and direction for administration and enforcement:
- 4214 a. Planning and design;
- 4216 b. Appropriate plant selection;
- 4218 c. Practical turf areas;
- d. Efficient irrigation;
- e. Use of mulches;
- f. Appropriate maintenance.
- 4220 c) The provisions of this Part shall apply to all real property situated within the
unincorporated areas of Seminole County that are required to be landscaped by
this Code.
- 4222 14.2 Open Space
- 14.2.1 Purpose and Applicability.
- 4224 a) The purpose of this Part is to provide clear standards for the establishment,
function, and maintenance of open space areas within all developments.
- 4226 b) ~~This Section shall not apply to residential development in A-1, RC-1, and R-2.~~
~~Development in R-1BB, R-1B, R-1, R-1A, R-1AA, R-1AAA, and R-1AAAA is exempt~~
4228 ~~except as provided in Sections 30.188 and 30.208. Development in A-3, A-5, and~~
~~A-10 is also exempt except as provided in Section 30.109.~~ Single family residential
4230 development in any zoning district is exempt from this Section except in the
Planned Development (PD) district, or where specifically required by another
4232 Section of this Code. Non-residential uses, where permitted in a single-family
district (i.e., by Special Exception) shall be required to provide open space subject
4234 to Sec. 30.1322.

c) The character of required open space shall be determined by development type. Open space within non-residential developments shall meet the requirements of Sec. 30.1322, while open space within residential developments shall meet the requirements of Sec. 30.1323. Open space in redevelopment, infill development, or mixed-use developments shall meet the requirements of Sec. 30.1324.

d) The amount of open space required for a development shall be determined by the zoning district, development order, or other provisions of this Code applicable to the subject property. If not otherwise specified, minimum open space shall be twenty-five (25) percent of gross site area.

14.2.2 Non-Residential Open Space.

a) The purpose of open space in non-residential developments is to set aside areas for landscaping, buffering, stormwater retention (subject to paragraph (d) below), recreation, aquifer recharge, and/or preservation of natural resources.

b) Open space shall be located entirely within the boundaries of the project and may include required landscaped areas and buffers; recreational lands and facilities accessible to employees and visitors to a site; and areas providing natural resource protection for floodplains, wetlands, aquifer recharge areas, wildlife habitat and other natural features.

c) Within a single-ownership development, open space shall be maintained to preserve its required function(s) by the property owner. Within a subdivision or other form of multiple-ownership configuration, open space shall be in common area tracts and maintained by a property owners association.

d) Stormwater retention ponds may be counted toward the minimum required open space area subject to the following criteria:

1. The pond shall be sodded or dressed with equivalent ground cover; and
2. The pond shall be accessible to all employees and visitors and shall be landscaped and configured in a manner that results in a visual amenity for the site and shall include aesthetic features or amenities such as benches and/or picnic tables.
3. For wet ponds, if reclaim water is unavailable, then the pond shall be designed to be utilized for landscape irrigation.
4. For wet ponds, littoral zones of ponds shall be vegetated with emergent native vegetation to the maximum extent possible provided that maintenance of the pond is not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or his or her designee.

e) Natural lakes may be counted toward the minimum required open space area subject to the limitation in paragraph (g) below and the following criteria:

1. Only that portion of a lake which lies within the legal description of the project may count toward required open space area; and
2. The lake shall be accessible to all employees or visitors, and shall include other amenities including, but not limited to, trail facilities, boardwalks, fountains, benches, and picnic tables.
 - f) Conservation areas, defined for the purposes of this Part as 100-year floodplain and wetlands as delineated by the St. Johns River Water Management District, may be counted toward the minimum required open space area subject to limitations specified in paragraph (g) below.
 - g) Natural lakes and/or conservation areas within a development site shall not be credited to a combined maximum of more than fifty (50) percent of the required open space and subject to the quality of the Wetland significance described in Table 14.1

TABLE 14.1

Table 14.1 The proportion of open space requirements that can be met through on-site wetland preservation based on wetland significance scores.

<u>Wetland significance</u>	<u>Open space allotment</u>	<u>With enhanced buffer</u>
<u>High</u>	<u>Up to 50%</u>	<u>N/A</u>
<u>Moderate</u>	<u>Up to 25%</u>	<u>Up to 35%</u>
<u>Low</u>	<u>Up to 10%</u>	<u>Up to 20%</u>

- h) Site features noted in Sec. 30.1325 may also be counted as open space.

14.2.3 Residential Open Space.

- a) Required open space in residential developments is intended to provide green space serving as a site amenity; areas for supplemental landscaping; stormwater retention facilities; uses for aquifer recharge; and/or the preservation of natural resources. Residential open space shall include only those lands available for the use and enjoyment of all residents of a development and shall have either an aesthetic or recreational function which shall not conflict with other site features required by this Code.
- b) Open space shall be located entirely within the boundaries of the project. In no case shall require open space occupy any portion of a privately owned residential lot.

c) Types and locations of open space, including recreational lands, recreational facilities, and natural resource protection areas, shall be clearly shown on a development plan prior to project approval.

d) No dwelling unit shall be located more than seven hundred fifty (750) feet from designated open space. The Development Services Director may waive this distance requirement where the developer proposes a major recreational facility which will occupy at least fifty (50) percent of the required open space for the development. No more than thirty-five (35) percent of the dwelling units in the development may be occupied before this facility is completed and available for use.

e) Where intervening properties separate a dwelling unit from an open space area, the Development Services Director may require an easement or other means of access for bicycle and pedestrian traffic, to minimize the need to cross or travel on roads carrying motorized vehicles.

f) Except as provided in this paragraph, no parcel of property or portion thereof, less than forty (40) feet wide and seven thousand five hundred (7,500) square feet in size, shall be counted toward the designated open space requirement. Open space areas less than forty (40) feet in width containing paved or stabilized paths for pedestrians and/or bicycles shall be exempt from this requirement if such paths are part of a comprehensive circulation system serving the entire development.

g) Required open space within a subdivision shall be platted as common area and shall be owned and maintained by a homeowners' association.

h) Stormwater retention ponds may be counted toward the minimum area requirement subject to the following criteria:

- ~~1. The pond shall be sodded or dressed with equivalent ground cover; and~~
- ~~2. The pond shall be landscaped and configured in a manner that results in a visual amenity for the site, and shall include other amenities such as a trail adjacent to the pond, boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to or substituting for the aforementioned may be approved by the Development Services Director consistent with the intent of this Part.~~
1. The pond shall be sodded or dressed with equivalent ground cover; and
2. The pond shall have no greater than a 5:1 slope with no fencing.
3. The pond shall have a curvilinear shape simulating a natural water body.
4. Canopy trees shall be provided at the rate of 1 per 50 feet of pond perimeter; however, the required number of trees may be clustered for an improved aesthetic effect.

- 4338 5. For wet ponds, if reclaim water is unavailable, then the pond shall be designed to be
utilized for landscape irrigation.
- 4340 6. For wet ponds, littoral zones of ponds shall be vegetated with emergent native
vegetation to the maximum extent possible provided that maintenance of the pond is
4342 not impeded. Plans shall be reviewed and approved by the Natural Resource Officer or
his or her designee
- 4344 7. The pond shall be landscaped and configured in a manner that results in a visual amenity
for the site and shall include other amenities such as a trail adjacent to the pond,
4346 boardwalks, picnic tables, fountains, pavilions, or gazebos. For wet ponds a littoral zone
with plantings is required. Other features in addition to or substituting for the
4348 aforementioned may be approved by the Development Services Director consistent with
the intent of this Part. The pond and/or adjacent area shall include a minimum of two of
the following features:
- 4350 i. Fountain
- 4352 ii. Stabilized walking path
- 4354 iii. Exercise equipment
- iv. Benches for seating
- v. Tot lot or mini-park
- 4356 i) Natural lakes may be counted toward the minimum area requirement subject to
the limitations in paragraph (k) below and the following criteria:
- 4358 a. The lakeshore shall be accessible to all residents, and shall include one or
more visual or recreational amenities including, but not limited to, trail
4360 facilities, boardwalks, fountains, and picnic tables.
- b. Only that portion of a lake which lies within the legal description of the
project may count toward required open space; and
- 4362 j) Conservation areas, defined for the purposes of this Part as the 100-year
floodplain or wetlands as delineated by the St. Johns River Water Management
4364 District, may be counted toward the minimum area requirement subject to
limitations specified in paragraph (k) below.
- 4366 k) Natural lakes and/or conservation areas within a development site shall not be
credited to a combined maximum area of more than fifty (50) percent of the
4368 required open space area. and subject to the quality of the Wetland significance
described in Table 14.1
- 4370 l) Required landscaped areas and buffers may not be credited toward the required
open space area.

4372 m) Site features noted in Sec. 30.1325 may also be counted as open space.

14.2.4 Infill, Redevelopment, and Mixed-Use Open Space.

4374 a) The purpose of open space in infill development, redevelopment, and mixed use
developments is to provide areas for supplemental landscaping; buffering;
4376 recreational or aesthetic amenities; stormwater retention; aquifer recharge; and/or
preservation of natural resources.

4378 b) Open space shall be located entirely within the boundaries of the project. Open
space may include: landscaping and buffers; recreational facilities and amenities
4380 accessible to all users of the site; recreational facilities and amenities accessible
only to residents; stormwater facilities; and areas providing for natural resource
4382 protection.

c) Types and locations of open space shall be clearly shown on a development plan
4384 prior to approval by Seminole County.

d) No dwelling unit shall be located more than seven hundred fifty (750) feet from
4386 designated open space. The Development Services Director may waive this
requirement where the developer proposes a major recreational facility that will
4388 provide at least fifty (50) percent of the required open space for development.

e) Open space areas shall not be fenced, unless necessary for safety reasons, and
4390 shall not contain mechanical units and equipment, storage areas, or other service-
related functions.

4392 f) Stormwater retention ponds may be counted toward the minimum area
requirement subject to the following criteria:

- 4394 1. The pond shall be sodded or dressed with equivalent ground cover; and
 2. The pond shall be landscaped and configured in a manner that results in a visual amenity
4396 for the site, and shall include other amenities such as a trail adjacent to the pond,
boardwalks, picnic tables, fountains, pavilions, or gazebos. Other features in addition to
4398 or substituting for the aforementioned may be approved by the Development Services
Director consistent with the intent of this Part.

4400 g) Required open space within infill development, redevelopment, or mixed use
development which serves primarily the residential portion of a development shall
4402 be platted as common area and shall be owned and maintained by a homeowner
association or other entity which is capable of maintaining the function of the
4404 open space, as determined by the Development Services Director. Required open
space within infill development, redevelopment or mixed use development which
4406 serves primarily the nonresidential portion of the development shall be owned
and maintained by a property owners' association.

- 4408 h) Natural lakes and/or conservation areas within a development site shall not be
4410 credited to a combined maximum of more than fifty (50) percent of the required
 open space area.
- 4412 i) Open space shall be continuous wherever possible, shall be accessible to all uses
 within a development when practical and safe, shall contain pedestrian amenities
4414 (including lighted, accessible walkways with shade trees) and shall include lighted
 public plazas serving structures that contain retail and/or office uses. Public
 plazas shall contain benches with shade trees or permanent coverings.
- 4416 j) Selected facilities located indoors or on rooftops may be permitted where they
4418 serve as amenities when available for use and enjoyment by all residents or users
 of a development. Excluded from eligibility as credited open space are theaters,
 restaurants, religious facilities, and retail commercial uses.
- 4420 k) Site features noted Section 30.1325 may be counted as open space.

14.2.5 Sec. 30.1325 Permitted Open Space Features.

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment
100-year floodplain	Y*	Y*	Y*
Borrow pits	Y**	Y**	Y**
Clubhouse/admin. Offices fitness center	N	Y	Y
Curated art museums/galleries	N	N	Y
Decorative fountain, Interactive fountain	Y	Y	Y
Fitness center internal to the residential portion of a development	N	N	Y
Lakes	Y*	Y*	Y*
Outdoor exercise trail	Y	Y	Y

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment
Outdoor dining/seating areas not limited to patrons of a single business	Y	N	Y
Outdoor recreation facilities	Y	Y	Y
Outdoor sculpture garden	Y	Y	Y
Outparcels	N	N	N
Parking lots	N	N	N
Paved jogging and bicycling path	Y	Y	Y
Plant conservatory	N	N	Y
Platted residential lots	—	N	N
Power line easements	Y	N	Y
Power line easements or R/W containing trails or similar rec. amenities	Y	Y	Y
Private roads	N	N	N
Public plazas with benches and shade trees	Y	Y	Y
Public road R/W	N	N	N
Required buffer areas	Y	N	Y
Retention (amenitized per Code)	Y	Y	Y
Retention (not amenitized)	N	N	N

Feature	Non-Residential Open Space	Residential Open Space	Mixed Use Infill, Redevelopment
Green roof or rooftop garden with pedestrian access, rooftop recreational features such as swimming pools	Y	Y***	Y
Upland common areas less than 40' in width, without pedestrian, bicycle, or horse trails	Y	N	Y
Upland common areas less than 40' in width developed with pedestrian, bicycle, or horse trails	Y	Y	Y
Upland common areas exceeding 40' in width	Y	Y	Y
Utility easements	Y	Y	Y
Wetlands	Y*	Y*	Y*

4422 Y = Permitted to be counted toward area requirements.

N = Not permitted to be counted toward area requirements.

4424 * Floodplains, wetlands, and lakes, together or separately, shall be limited to fifty (50) percent of total open space requirement for any development.

4426 ** Borrow pits may count as open space only if sodded, landscaped, and/or configured as a water feature in compliance with Sec. 65.8(l).

4428 *** Permitted in residential developments of five (5) or more units per net buildable acre, where such facilities are located on common property and accessible to all residents.

4430

14.3 Plant groups

Landscaping materials and configurations will vary depending on the purpose and intent of the landscape treatment. A plant unit group is a grouping selection of plants that is intended to provide a standard volume of landscaping from ground level to the top of the canopy. When closely planted, a dense barrier is created. The following table shows the various plant units groups that may be used to meet the landscaping requirements of this Part, including minimum size at time of planting. Each plant unit grouping has the same screening potential in terms of total plant mass; however, some have limits on where they may be used.

Plant Unit Group Options	Number	Size	Plant Type
Plant Unit Group A (Basic)	1	3" caliper	Canopy
	1	1½" caliper/6' tall	Understory
	1	8' tall	Evergreen
	11	2' tall	Shrubs
Plant Unit Group B (Basic)	1	3" caliper	Canopy
	2	1½" caliper/6' tall	Understory
	17	2' tall	Shrubs
Plant Unit Group C (Height Restricted)	5	1½" caliper/6' tall	Understory
	16	2' tall	Shrubs
Plant Unit Group D (Basic)	3	8' tall	Evergreen
	1	1½" caliper/6' tall	Understory
	13	2' tall	Shrubs
Plant Unit Group E (Low Level Visibility)	2	3" caliper	Canopy
	4	2' tall	Shrubs

NOTE: See Sec. 30.1295(b) and (d) for minimum size at planting.

14.4 Buffering requirements in general

c) Required buffers shall not contain parking, including vehicle overhang areas in adjacent parking spaces. Driveways and other vehicular maneuvering areas shall not be permitted in a buffer, except that access points to adjacent roads may cross a buffer with the minimum possible interference with the buffering function, as determined by the Economic and Community Development Services Director.

d) Buffers are required for the following situations:

1. Landscape buffers for parking lots shall be provided in accordance with Section
30.1283(c) 14.8

f) Buffer criteria varying from the requirements of this Part may be authorized by the Board of County Commissioners through approval of a Master Development Plan within the Planned Development (PD) zoning district in accordance with Sec. 30.445(b)(3); or through approval of a special exception under Sec. 30.41(e). Variations from the provisions of this Part may reduce or increase required opacities, or specify alternative buffer concepts, as appropriate to the site under consideration. In all cases, the relevant Board shall find that approved variations ensure compatibility between adjoining land uses and are consistent with the Comprehensive Plan.

14.5 Standard buffer yards and permitted adjustments

a) The criteria in the table below shall achieve required opacity levels for bufferyards specified in Section 30.1286(a), Section 30.1286(b) and Section 30.1286(c).

Opacity	Standard Bufferyard Width (ft.)	Number of Plant Units Groups per 100 feet	Structure Enhancement Required	Eligible for Adjustments**
0.1	10	0.95 1.00	None	No
0.2	10	1.85 2.00	None	No
0.2 (parking buffer)	10	1.05 1.00	3' masonry wall	No
0.3	15	2.60	None	Yes
0.4	15	2.25	3' hedge	Yes
0.5	25	2.70	6' masonry wall***	Yes
0.6	25	3.50	6' masonry wall***	Yes
0.7	40	2.90	6' masonry wall***	Yes
0.8	50	3.20	6' masonry wall***	No
0.9*	50	3.20	6' masonry wall	No
1.0*	50	3.80	6' masonry wall	No

* These buffers only occur where nuisance buffers are required by Section 30.1288.

** Subject to approval by the Economic and Community Development Services Director.

*** ~~May be reduced to acceptable alternative with Board of County Commissioners approval.~~ Adjacent to a street, may be reduced to 3' metal decorative fence and 3' hedge. The Development Services Director may waive segments of any required fence or wall in order to ensure visibility of traffic for safety purposes.

b) Required buffers may be adjusted to add or subtract land area, or to modify specific requirements for structures or landscape plantings. Such adjustments, where permitted, shall be assumed to maintain the required opacities under Sections 30.1286(a) through (c). These adjustments may be made at the option of the applicant in order to make more efficient use of available land or to address other site design issues requiring greater flexibility in Code requirements; however, the Economic and ~~Community Development Services Director~~ may deny any proposed adjustment upon a finding that it would significantly impair the screening function of the required buffer.

Permitted bufferyard adjustments shall be as follows:

1. Increased Buffer Widths. Bufferyards exceeding the standard widths established in paragraph (a) above shall permit a ~~five (5) percent~~ reduction in landscape planting requirements ~~for each five (5) feet added to the required buffer width.~~ This reduction shall be applied equally to all plant types specified within the formula for the applicable plant unit group (see Section 30.1282), ~~and shall not exceed fifteen (15) percent of the total required landscaping for the buffer.~~ In certain cases, the ~~structure requirement required buffer enhancement~~ may be reduced as a result of increased buffer width. Permitted reductions in structure Adjusted buffer enhancement and planting requirements are as shown below:

Opacity	Increase in Buffer Width (ft.)	Number of Plant Groups per 100 feet	Structure Enhancement Required
0.4	5 <u>20</u>	<u>2.00</u>	None
0.5	10 <u>35</u>	<u>2.25</u>	3' hedge
0.6	10 <u>35</u>	2.70	3' hedge

Opacity	<u>Increase in</u> <u>Buffer Width</u> <u>(ft.)</u>	<u>Number of Plant</u> <u>Groups per 100 feet</u>	<u>Structure</u> <u>Enhancement</u> <u>Required</u>
0.7	15 <u>55</u>	2.25	3' hedge

- 4488 2. Reduced Buffer Widths. Buffers having less than the standard widths established in
 4490 paragraph (a) above shall be subject to an increased landscape planting requirement of
 4492 ~~ten (10) percent for each five (5) foot reduction in width.~~ This increase shall be applied
 equally to all plant types specified within the formula for the applicable plant ~~unit~~ group
 (see Section 30.1282).

4494 An upgrade in ~~structure~~ buffer enhancement features shall also be required.
~~Maximum allowable buffer width reductions~~ Adjusted buffer enhancement and
planting requirements are as shown below:

Opacity	<u>Width</u> <u>Reduction</u> <u>Buffer Width</u> <u>(ft.)</u>	<u>Number of Plant</u> <u>Groups per 100 feet</u>	<u>Structure Enhancement</u> <u>Required</u>
<u>0.3</u>	5 <u>10</u>	<u>3.00</u>	3' hedge
0.4	5 <u>10</u>	<u>2.50</u>	6' masonry wall* <u>3' open</u> <u>metal fence and 3' hedge</u>
0.5	10 <u>15</u>	<u>3.25</u>	6' masonry wall*
0.6	10 <u>20</u>	<u>4.00</u>	6' masonry wall*
0.7	15 <u>30</u>	<u>3.50</u>	6' masonry wall*
* May be reduced to acceptable alternative with Board of County Commissioners approval <u>May be reduced to 3' open metal fence and 3'</u> <u>hedge adjacent to a street.</u>			

4496 14.6 Determination of land use classifications and intensities

4498 a) This Section classifies uses according to their potential impacts on surrounding
properties. The impacts of higher intensity may include greater impervious
4500 surface coverage, causing increased stormwater runoff and reduced open space;
increased bulk and height of buildings; increased traffic with associated noise and
4502 congestion; signs and exterior lighting visible from neighboring property; and late
hours of operation. Under these regulations, a developer may either build at a
lower intensity that minimizes nuisances to neighbors, or provide a denser buffer
4504 if the land is developed at a greater intensity.

The range of intensity classes available to a use does not affect whether the use
4506 can locate on a site, but only how the use develops on that site. For example, an
office use may meet the standards of any of intensity classes V through IX,
4508 depending on building and site design. Performance standards are specified for
each intensity class. Exceeding any single standard in an intensity class moves a
4510 use to the next higher intensity class. ~~In the event that a use does not appear in
the next higher intensity class, it may not exceed any single criterion in the
4512 highest intensity class in which it is listed.~~

b) All land uses permitted by this Code are assigned a land use category for the
4514 purpose of determining buffering requirements. This classification system
separates uses on the basis of the type and degree of "nuisance" or negative
4516 impact a use is likely to impose on adjacent properties. All uses within a use
category are considered to have an equivalent impact on neighboring uses.

4518 c) A particular development or proposed development shall be assigned an intensity
rating according to the table in paragraph (d) of this Section. Each land use
4520 category established in the table has one or more possible intensity ratings,
depending on the specific characteristics of the site. The intensity rating for any
4522 site shall be determined by the elements that most appropriately measure
intensity for a given land use category, such as the impervious surface ratio (ISR),
4524 the floor area ratio (FAR), and density.

The most extreme value for any measurement shall determine the intensity rating
4526 of the site. For example, the table below shows that ~~medium density residential~~
an office use has possible land use intensity ratings of V, VI, VII, ~~and VIII~~, and IX.

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
Medium Density Residential										

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
Gross Density						6.00	8.00	10.00		
Height (# stories)						2 25	3 35	4 45		
Height/Setback						1.0	2.0	> 2.0		
Office										
FAR					0.20	0.25	0.50	0.75	1.00 0.75+	
Height (feet)					15	25	35	50	50+	
Height/Setback					0.66	1.0	2.0	— > 2.0 -----		

4528 A development having no more than six (6) units per acre and 2-story buildings
 4530 would have an intensity rating of VI. However, a site with the same density in 4-story
 buildings would be classified as land use intensity VIII. The standards that apply to
 the highest intensity class for a use shall be the maximum permitted for that use.

4532 A single-story office development having an FAR of no more than 0.20 would have an
 4534 intensity rating of V. However, a site with the same FAR with a building height
 greater than 25 feet and no more than 35 feet would have an intensity rating of VII.

4536 d) A particular development or proposed development shall be assigned an intensity
 rating according to the table:

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
<i>Rural/Agricultural</i> (East Rural Area Only)										
Gross Density	0.33									
FAR	0.35									
<i>Low Density</i> <i>Residential</i>										
Gross Density		2.0 0	3.0 0	4.0 0	5.0 0	7.00	8.50	10.00	12.00	12.00+

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
		<u>4.0</u> <u>0</u>								
<i>Medium Density Residential</i>										
Gross Density						6.00	8.00	10.00		
Height (# stories feet)						2 <u>25</u>	3 <u>35</u>	4 <u>45</u>		
Height/Setback						1.0	2.0	> 2.0		
<i>High Density Residential</i>										
Gross Density								10.00	12.00	12.00+
Height (# stories feet)								5	65 <u>65+</u>	<u>65+</u>
Height/Setback								2.0	— > 2.0 —	
<i>Office</i>										
FAR					0.2 0	0.25	0.50	0.75	1.00 <u>0.75+</u>	
Height (feet)					15	25	35	50	50+	
Height/Setback					0.6 6	1.0	2.0	— > 2.0 —		
<i>General Commercial</i>										
FAR					0.1 5	0.20	0.25	0.35	0.50	1.00 <u>0.50+</u>
Height (feet)					15	20	25	35	50	50+
Hours of Operation					7:00 a.m.—9:00 p.m.			Unlimited		
Height/Setback					0.5	0.66	1.0	<u>2.0</u>	> 2.0	—
<i>Heavy Commercial</i>										

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
FAR							0.25	0.35	0.50	1.00 0.50+
Height (feet)							25	35	50	50+
Hours of Operation							7:00 a.m.— 9:00 p.m.	Unlimited		
Height/Setback							1.0	<u>2.0</u>	> 2.0	—
<i>Light Industrial</i>										
ISR								0.5	0.75	0.75
Height (feet)								35	50	50+
Hours of Operation								7:00 a.m.—9:00 p.m.		unlimited
Height/Setback								0.66	1.0	2.0 1.0+
<i>Heavy Industrial</i>										<u>all</u>
ISR										0.75
Height (feet)										50
<i>Outdoor Recreation</i>										
ISR		0.2 0	0.3 5	0.5 0	0.6 0	0.70	0.75	0.75		
Height (feet)		15	20	25	35	45	50	50+		
<i>Institutional & Group Living</i>										
ISR				0.2 0	0.3 0	0.45	0.60	0.75		
FAR				0.1 0	0.1 5	0.20	0.25	0.35 <u>0.25+</u>		
Height (feet)				15	25	35	45	50 <u>45+</u>		
Height/Setback				0.5	0.6 6	1.0	2.0	> 2.0		

Land Use Category	Land Use Intensity Rating									
	I	II	III	IV	V	VI	VII	VIII	IX	X
<i>Public Service</i>										
ISR					0.2 0	0.35	0.50	0.60	0.65	0.75
FAR					0.1 0	0.25	0.40	0.60	0.75	1.00 0.75+
Height (feet)					15	25	35	45	60	60+

4538 14.7 Required buffers

c) Buffers Adjacent to Streets.

4540 3. Landscape Materials. Plant ~~Unit Group~~ "C," as described in Section 30.1282, shall be used
 4542 on all street buffers adjacent to overhead power lines. In the event that canopy trees are
required adjacent to power lines under a previously existing development order,
 4544 developer's commitment agreement, PD master development plan, or other provision(s)
of this Code, the Development Services Director may allow the substitution of three (3)
understory trees for each one (1) canopy tree.

4546 14.7.2 Buffer Requirements for M-2 -SEC. 30.907 (CROSS REFER BACK IN M2)

a) Landscaping. As required by Sections ~~30.1226~~1295 through ~~30.1231~~1297 of the
 4548 Land Development Code.

b) Front buffer. Front yards shall be not less than fifty (50) feet in depth as measured
 4550 from the front property line to any building. The twenty-five (25) feet of such yard
 4552 nearest to the front property line shall ~~be retained as a landscaped green area~~
~~and~~ remain unpaved except for normal entrance drives, and shall be landscaped
 4554 as required in Part 67, Chapter 30. The remaining twenty-five (25) feet may be
 4556 used for the parking of passenger vehicles only. Front setbacks for property
 4558 located internal to an industrial park may utilize a front yard setback of not less
 4560 than twenty-five feet (25') in depth from the front property line if ~~the~~ not less
than ten feet (10') of such yard nearest to the front property line is retained as a
 landscaped green area which is unpaved except for normal entrance drives, and
 that sufficient area for the loading and unloading of vehicles is provided,
 consistent with generally ~~acceptable~~ accepted engineering practices and
 principles.

f) Buffering shall comply with Part 67, Chapter 30. In any case where the required buffer width exceeds a setback requirement noted in this Section, the greater standard shall apply.

14.8 Parking buffers

A parking buffer in compliance with the table in Section 30.1284(a) shall be required where a parking lot, or parking structure, drive aisle, and/or loading dock is located within twenty-five (25) feet of the boundary of a residential district or Future Land Use designation. Such buffer shall be in addition to any buffer required under Sections 30.1286(a) or 30.1286(b).

14.9 Nuisance buffer yards – SEC. 30.1349

14.10 Calculating the buffer planting

a) The table below provides the plant material for a sample bufferyard. To calculate a bufferyard on a site, take the actual length of the bufferyard and divide by one hundred (100). Then multiply the result by the number of plant ~~units~~ groups per one hundred (100) feet required by the table in Section 30.1284. A sample calculation for opacity 0.2 is shown ~~in the table~~ below.

Total Linear Feet		Hundreds of Linear Feet	Plant Units Groups Per 100'	Total Plant Units Groups	Standard Plant Unit Plants in Plant Group B	Plant Type	Total Plants Required*
315	Divide by 100 =	3.15 ×	1.85 =	5.83 ×	1	Canopy Tree =	(5.83) 6
<u>315</u>	<u>Divide by 100</u> =	<u>3.15 ×</u>	<u>1.85 =</u>	<u>5.83</u>	<u>12</u>	Understory =	(5.83) 6 <u>(11.66) 12</u>
					1	Evergreen =	(5.83) 6
<u>315</u>	<u>Divide by 100</u> =	<u>3.15 ×</u>	<u>1.85 =</u>	<u>5.83</u>	<u>11-17</u>	Shrub =	(64.13) 65 <u>(99.11) 100</u>

*(calculated figure) / rounded to next whole number

4578 b) The width of roads, driveways, or cross access easements that interrupt a bufferyard
 4580 shall not be counted in determining the total linear feet of the bufferyard. In some
 4582 cases, it may be necessary to locate stormwater retention, utility facilities, or
 4584 pedestrian/bicycle trails within a required buffer area due to the size, shape, or
 other characteristics of the development site. In these instances, the ~~Economic and~~
 ~~Community Development Services Director~~ may adjust the location and design of
 the buffer to maintain the required opacity while meeting the unique needs of the
 subject property.

4586 14.11 Constrained site buffers

4588 Where a small or irregularly shaped site cannot feasibly meet the standard buffer
 requirements, the ~~Economic and Community Development Services Director~~ may
 authorize reduced buffers as follows:

4590 The site shall meet one of the criteria listed below:

Constraint	Criteria
Small or Infill Site	The site is small enough that the installation of the standard bufferyard in the table in <u>buffers required under Section 30.1286(a)</u> would reduce the area available for development by 10 percent or more.
Resource Limited Site	The site has wetlands, flood prone areas, or other natural constraints to development, and the use of a standard buffer <u>buffers required under Section 30.1286</u> would reduce the net buildable area of the site by 10 percent or more.
Tree Preservation	Compliance with Chapter 60, <u>Arbor Regulations</u> , reduces by 20 percent or more the density (dwelling units per net buildable acre) or intensity (Floor Area Ratio or other appropriate measure) that would otherwise be permitted.

4592 ~~(a)~~ Based on required opacity, each buffer shall meet the applicable standard listed below:

Required Opacity	Bufferyard Width (ft.)	Number of Plant Units <u>Groups</u> per 100 ft.	Type of Structure <u>Enhancement</u> Required
0.1	5	1.00	None

Required Opacity	Bufferyard Width (ft.)	Number of Plant Units Groups per 100 ft.	Type of Structure Enhancement Required
0.2	5	1.50	3 ft. deciduous hedge
Parking Buffer (0.2)	5	1.15	3' ft. masonry wall —100% opaque
0.3	5	1.40	5 ft. masonry wall —100% opaque**
0.4	10	2.15	6 ft. masonry wall —100% opaque**
0.5	15	2.15 <u>2.45</u>	8 <u>6</u> ft. masonry wall —100% opaque**
0.6	15	2.45 <u>2.60</u>	10 <u>6</u> ft. masonry wall —100% opaque**
0.7	25	3.65	4 ft. berm with 5 ft. deciduous hedge on top. **
0.8	30	4.35	5 ft. berm **
0.9*	40	4.20	6 ft. berm **
1.0*	40	4.85	6 ft. berm **

* These buffers only occur where nuisance buffers are required by Section 30.1288.

** Where a required wall or berm is adjacent to a road, the Development Services Director may waive such wall or berm or determine an appropriate alternative based on site visibility, public safety, and similar concerns.

14.12 Maximum feasible buffer

4594 In cases of redevelopment or expansion of existing uses in which adequate site area
 4596 for either the standard or constrained bufferyard is not available, the ~~Economic and~~
 4598 ~~Community Development Services Director~~ may require that the maximum feasible
 4598 buffer be installed on any property line where a buffer is needed. The maximum
 4600 feasible buffer shall consist of a selection of plants and ~~structures~~ other buffer
enhancement features that provide the most effective buffering possible in a given
 location where the required opacity cannot be met. As part of the maximum feasible
 buffer determination, the ~~Director~~ Development

4602 Services Director may restrict the intensity of the development by limiting parking,
employment, hours of operation, etc.

4604 14.13 Parking lot landscaping – SEC. 30.1292

14.14 Pedestrian access – SEC. 30.1293

4606 14.15 Screening

4608 a) Screening of Refuse Facilities. Refuse facilities shall be fully enclosed with berms, or
walls made of masonry or other durable, low-maintenance materials approved by
the Economic and Community Development Services Director. Masonry walls shall
have a finished surface on the exterior side. The screening wall shall be two (2) feet
higher than the refuse facility or five (5) feet in total height, whichever is greater.
Refuse container enclosures shall have gates with spring-loaded hinges or the
equivalent, and fasteners to keep them closed at all times except during refuse
pick-up. The area shall be landscaped as indicated below and shall be oriented so
that the landscaping faces adjoining properties or streets.

4616 All solid waste containers, except approved recycling containers, shall be enclosed
on at least three (3) sides with a six (6) foot screen. The screen shall consist of a
brick or masonry wall, or other durable, low-maintenance material consistent with
the finish of the primary building, as approved by the Development Services
Director. Masonry walls shall have a finished surface on the exterior side. Refuse
container enclosures shall have gates with spring-loaded hinges or the equivalent,
and fasteners to keep them closed at all times except during refuse pick-up. The
Development Services Director may require that a hedge or similar landscaping
material surround the enclosure walls. The container and enclosure shall be
oriented so that the opening faces away from public streets and adjoining
properties. A concrete or asphalt pad of appropriate size and construction shall be
provided as a base for the container. The container pad shall be at the approximate
level of the service vehicle approach area so that the truck's loading mechanism
can align with the container's sleeves. The screened enclosure shall not be located
in any street right-of-way or required landscape buffer. Containers and enclosures
shall be located to allow ease of access for collection trucks and direct access to
drive areas. Straight-in or circular drives are encouraged to reduce truck
maneuvering problems. No parking or other obstructions shall be permitted in
front of such containers and enclosures. Hours of operation for emptying such
containers may be specified during the site plan review process based on
compatibility with adjacent properties to limit noise.

b) Refer to Part 7.2.4 for Pool Screen Enclosure standards

14.16 General provisions for all landscaped areas

a) Landscape Installation and Quality of plant material. When the construction upon or the development of a new site or the redevelopment, reconstruction, upgrading, expansion or change in use of a previously developed site is such that a landscape plan is required, the provisions of this section shall be applied to all landscaped areas required by this Chapter consistent with the water-efficient landscaping standards established herein and the Florida Friendly Landscaping Program All plant materials shall be Florida No. 1 grade, or better, according to the current "Grades and Standards for Nursery Plants," published by the State of Florida, Department of Agriculture, except when the Development Services Director finds that the existing native vegetation will provide the necessary visual screening. Existing trees situated in the required buffer may be used to satisfy the buffer tree requirement if they are sufficient in size and number.

b) Tree planting standards.

1. Canopy trees shall have a minimum height of eight (8) feet and minimum caliper of two and one-half (2½) inches with an overall average of three (3) inches, measured one (1) foot above ground, immediately after planting. Canopy trees shall not be placed where they interfere with site drainage. Where utility lines are present, understory trees generally shall be substituted for canopy trees using Plant Group C as provided in Section 30.1282 or from Florida Friendly Landscaping Guide to Plant Selection & Landscape Design. Where canopy trees adjacent to utility lines are specified under a pre-existing development order, PD Master Development Plan, or other provision(s) of this Code, they may waived by the Development Services Director subject to Section 30.1286(c)(3). If they are used in buffers adjacent to utility lines, canopy trees shall be placed at the edge of the buffer furthest from the utility lines. Evergreens, as provided in Plant Group A (see Section 30.1282) or from Florida Friendly Landscaping Guide to Plant Selection & Landscape Design shall also be eight (8) feet in height at time of planting.
2. Understory trees shall have a minimum height of six (6) feet and minimum caliper of one and one half (1½) inches measured one (1) foot above ground, immediately after planting. Understory trees shall not be placed where they interfere with site drainage.

c) Required mix of tree species. When ten (10) or more trees are required to be planted to meet the requirements of this chapter, a mix of tree species shall be provided, at least one (1) of which shall be native to the Central Florida region. The minimum number of species to be planted are indicated below.

REQUIRED MIX OF TREE SPECIES

<u>Required Number of Trees Planted</u>	<u>Minimum Number of Species</u>
<u>10—20</u>	<u>2</u>
<u>21—30</u>	<u>3</u>
<u>31—40</u>	<u>4</u>
<u>41</u>	<u>5</u>

d) Shrubs and hedges. Shrubs shall be a minimum of two feet (2') in height immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous and unbroken visual screen within a maximum of one (1) year after the time of planting.

e) Ground cover. Ground cover plants include plant materials which reach a maximum height of not more than twenty-four (24) inches and may be used in lieu of grass. Ground cover plants must present a reasonably complete coverage at time of planting. Ground cover plants shall be a minimum of one (1) gallon size when planted and spaced a maximum of two (2) feet on center.

f) Turfgrass. Grass areas shall be planted in species normally grown as permanent lawns in Seminole County. Grass areas may be sodded, plugged, sprigged or seeded; provided, however, that solid sod shall be used in swales or other areas that are found, by the Development Services Director, to be subject to erosion. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases. Turfgrass areas should be consolidated and limited to those areas on the site that receive pedestrian traffic, provide for recreational uses, provide soil erosion control such as on slopes or in swales; or where turfgrass is used as a design unifier, or other similar practical use.

g) Mulch. In order to preserve soil moisture, all planting areas except annual beds shall be mulched with no less than two (2) inches of organic mulch, such as wood chips, pine needles or oak leaves. Mulch shall be placed directly on the soil or landscaping fabric and planting areas shall be properly edged to retain mulch.

h) Installation. All landscaping shall be installed in accordance with professionally and generally accepted commercial planting procedures. Soil which is free of limerock, pebbles and other construction debris shall be used. Installation of landscape materials shall be accomplished in accordance with the approved Landscape Plan.

i) Required landscape design techniques.

1. Water use zones. Installed trees and plant materials shall be grouped together into zones according to their water use needs. The water use zones shall correlate with the water use zone designations identified in the Approved Plant Species list set forth in Figure 14.1 of this Part or The water use zones are based on drought tolerance and soil moisture categories listed in the Florida Friendly Plan List and database. There are three categories based on the following:

a. High water use zone: A zone containing plants which are generally associated with low to no drought tolerance and wet soils;

b. Moderate water use zone: A zone containing plants which are generally associated with medium, drought tolerance and medium drained soils; and

c. Low water use zone: A zone containing plants which are generally associated with high drought tolerance and well drained soils. Plants with similar cultural (soil, climate, sun and light) requirements should be grouped together and irrigated according to their water requirements. Turfgrass shall be irrigated on a separate zone from trees, shrubs and groundcover beds. The proposed water use zones shall be shown on the landscape plan and the irrigation system plan.

2. Design standards. Low water use zone plant material shall comprise at least twenty (20) percent of the total regulated landscaped areas. High water use zone plant material which includes most turf grasses shall comprise no more than forty (40) percent of the total regulated landscape area.

3. Use of drought-resistant plant material. All new or replacement plantings required for any off-street parking area, landscape area or landscape buffer shall use, to the maximum extent possible, native plant material or other species with equivalent drought-resistant properties. The intent of this requirement is to promote and conserve the County's water resources.

- 4730 4. Preservation of existing native plants and material. Every reasonable effort
4732 shall be made in the design and construction of all site improvements and
alterations to save existing healthy trees and native vegetation and maintain
4734 the existing topography. The Development Services Director may require
alternate designs and construction techniques to better achieve tree and
4736 native vegetation preservation while still allowing the permitted use of the
property. Every reasonable effort shall be made to preserve trees and native
4738 vegetation to act as visual and noise buffers along the perimeters of single-
family subdivisions and all other developments. Existing native vegetation
4740 specified to remain shall be preserved in its entirety, with all trees, understory
and ground cover left intact. Areas of existing natural vegetation should not
be irrigated.
- 4742 5. Irrigation. Irrigation systems, when required, shall be designed to correlate to
4744 the organization of plants into zones as described in subsection (1) above.
The water use zones shall be depicted on the irrigation plan and landscape
4746 plan. A temporary aboveground irrigation system may be used in areas where
low water use zone trees and plant material are proposed. All permanent
4748 underground irrigation systems shall be automatic with cycling capacity and
shall be designed to avoid irrigation of impervious surfaces. Irrigation
4750 systems shall be maintained to eliminate waste of water due to loss from
damaged, missing or improperly operating sprinkler heads, valves, pipes, or
4752 controllers. Irrigation systems are required to be designed, installed and
managed per best management practices as identified in the approved
4754 Florida Friendly Design Standards.
- 4756 6. Approved Plant Species list. All plant material proposed to be installed on a
4758 site to meet the requirements of this Code shall be site appropriate and
selected from the Approved Plant Species list set forth in Figure 14.1 of this
4760 Part or from Florida Friendly Landscaping Guide to Plant Selection &
Landscape Design Use of any other species shall require prior approval by
the Development Services Director. The plants listed in Figure 14.1 of this
Part have demonstrated ability to grow and thrive in the Central Florida Area.

j). The following trees are approved for plants as Canopy Street Trees:

- 4762 1. Acer rubrum - Red Maple, native
2. Carya spp. - Hickories, native
4764 3. Elaeocarpus decipiens – Japanese Blueberry, not native
4. Gordonia lasianthus - Loblolly Bay, native
4766 5. Liquidambar styraciflua – Sweetgum (use fruitless varieties as street trees), native

6. Nyssa sylvatica – Black Gum, native
- 4768 7. Persea borbonia - Red Bay, native
8. Pinus eliottii var. densa, var. eliottii - Slash Pine, native
- 4770 9. Pinus palustris - Longleaf Pine, native
10. Pinus taeda - Loblolly Pine, native
- 4772 11. Platanus occidentalis – Sycamore, native
12. Quercus shumardii - Shumard Oak, native
- 4774 13. Quercus virginiana and cvs. - Live Oak, native
14. Tabebuia chrysotricha – Yellow trumpet Tree, not native
- 4776 15. Tabebuia heterophylla – Pink Trumpet Tree, not native
16. Ulmus alata - Winged Elm, native
- 4778 17. Ulmus americana - American Elm, native
18. Ulmus parvifolia and cvs. – Chinese Elm, Lacebark Elm, not native
- 4780 19. Taxodium distichum – Bald Cypress, native
- k) Canopy trees and root barriers: Canopy street trees located in planting strips less than ten (10) feet wide require the installation of a root barrier to protect the sidewalk or adjacent hard surface. The root barrier material must be 100% recycled polyethylene installed per the manufacturer’s recommendations. The barrier is to be installed linearly directly adjacent to the sidewalk edge and to a 24” depth from finished grade. A total of six (6) feet in length of barrier is required centered on the trunk of the tree. Vertical ribs are required and must face towards the tree.
- 4782
- 4784
- 4786
- 4788 l) Prohibited plant species. The exotic and nuisance plant species set forth in Figure 14.2 of this Part or invasive and exotic plant species as identified in F.S. 581.091, Rule Chapter 5B-57 and the University of Florida IFAS Extension Invasive Plant List and database shall not be planted.
- 4790
- 4792 14.17 Landscaping and traffic circulation
- a) Wheel stops/curbing. All landscaped areas shall be protected from vehicle encroachment by wheel stops or curbing. If curbing is raised above abutting landscaped areas, it shall be perforated to permit drainage from the paved ground surface area onto the landscaped area. Where a wheelstop or curb is utilized, the paved area between the curb and the end of the parking spaces may be omitted if the area is landscaped in addition to the required landscaping herein with a material such as ground cover, rock, or gravel, requiring minimal maintenance.
- 4794
- 4796
- 4798

b) Joint driveways. Whenever a joint driveway or cross access easement configuration is required by the County or otherwise installed, the Development Services Director may adjust the location and design of landscape areas required on the building site(s).

c) Intersection visibility. When an accessway intersects a public right-of-way, landscaping shall be used to define the intersection; provided, however, that all landscaping within the triangular areas described below shall provide unobstructed cross-visibility at a level between two (2) feet and six (6) feet. Trees may be trimmed if they create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The aforementioned triangular areas are described as follows:

1. The areas of property on both sides of an accessway formed by the intersection of each side of the accessway and the public right-of-way pavement line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the other two (2) sides.

2. The area of property located at a corner formed by the intersection of two (2) or more public streets with two (2) sides of the triangular area being measured thirty (30) feet in length along the abutting edges of pavement, from their point of intersection, and the third being a line connecting the ends of the other two (2) lines.

14.18 Landscape plan and irrigation plan submittal requirements

a) A landscape plan and irrigation plan, when required, shall be submitted by the applicant. The landscape plan shall graphically portray the layout of all landscape plant materials, turf areas, walls, fences and buffers, pavement and parking areas, curbing, structures, signs, easements, existing or proposed utility service lines and all other site improvements. The landscape plan shall list the common and botanical name, size, quantity and spacing of each item. The landscape plan and irrigation plan shall indicate the total regulated landscape area and size of each water use zone by square feet. In addition, the landscape plan shall clearly indicate the location of existing vegetation which shall remain undisturbed. Any existing trees ~~three (3)~~ six (6) inches in diameter or larger proposed for removal shall be clearly indicated. Groups of trees in close proximity may be designated as "clumps" of trees on the plan.

- 4836 b) The irrigation plan shall be submitted showing a detailed layout and description of
4838 a permanent underground irrigation system providing one hundred (100) percent
coverage of all landscaped areas. The irrigation plan shall include information such
as sprinkler head type, pipe size, radius of throw, valve and backflow preventer and
rain sensor device locations.
- 4840 c) All water use zones shall be indicated on the landscape plan and irrigation plan.
4842 Turf areas shall be irrigated on separate zones from trees, shrubs and ground
4844 cover beds. A rain sensor device or switch shall be required on any newly installed
4846 automatic irrigation system to prevent irrigation during periods of sufficient
rainfall. The use of low volume, emitter or target irrigation is preferred for trees,
shrubs and ground cover. Significant irrigation overthrow onto impervious surfaces
is prohibited. The use of irrigation systems shall comply with all water use
restrictions imposed by law.
- 4848 d) The Development Services Director may permit the use of a temporary above-
4850 ground irrigation system in areas where drought tolerant/low water use zone plant
material is proposed to be planted for the entire landscaped area. An irrigation
plan shall not be required in such circumstances.
- 4852 e) When an effluent reuse system is available to serve the premises and sufficient
4854 capacity exists, reclaimed water shall be used to irrigate any area required to be
landscaped. The landscape and irrigation plan shall be exempt from the
requirements of subsections 30.1295(i)(1)-(3).
- 4856 f) The landscape plan and irrigation plan shall be reviewed by the Development
4858 Services Director and building permits shall not be issued until a landscape plan
and irrigation plan is approved. Irrigation systems shall be installed according to
4860 manufacturer's specifications and the Florida Irrigation Society Standards and
Specifications for Turf and Landscape Irrigation Systems.
- 4862 g) More restrictive landscaping requirements. When landscaping requirements are
4864 included as part of the regulations for any zoning classification, the more
restrictive requirements shall govern. It is intended that these regulations be used
in conjunction with other landscaping regulations.
- 4866 h) Enforcement. All landscaping required by this section shall be installed prior to
issuance of a certificate of occupancy by the building official.

- i) Maintenance. The property owner, tenant and any agent of an owner or tenant shall be jointly and severally responsible for the proper maintenance of irrigation systems and of all landscaping in good condition so as to present a healthy and orderly appearance, free of refuse and debris and to provide proper maintenance of the plant material in order that it will, at all times, conform to the provisions of this Code. This requirement includes, but is not limited to, the replacement of plants damaged by insects, diseases, vehicular traffic, acts of God and vandalism. Necessary replacements shall be made within forty-five (45) days after notification by the Development Services Director of a violation of this section. Shrubs required by this chapter as part of a hedge or durable landscape screen shall be maintained at the minimum required height or greater. Irrigation systems installed to meet the requirements of this code shall be maintained in proper operating condition at all times to prevent waste of irrigation water.
- j) Waiver. The Board of County Commissioners, or their designee, may grant a waiver from the provisions of this section when such waiver is found to not be contrary to the public interest and furthers the intent and purposes of this Chapter.
- k) Administrative adjustments. The Development Services Director may approve reductions in setbacks and other requirements subject to the provisions of Section 5.19. Approval shall be conditioned on a finding that the administrative adjustment will protect and encourage the preservation of large canopy, specimen, or historic trees if the preservation of existing trees and vegetation can be assured during and after site development.

Figure 14.1

APPROVED PLANT SPECIES LIST

CANOPY TREES (Mature Size 40' or more in Height)			
<u>Common Name</u>	<u>Botanical Name</u>	<u>Water Zone</u>	<u>Native (Y/N)</u>
<u>Bald Cypress</u>	<u>Taxodium distichum</u>	<u>L</u>	<u>Y</u>
<u>Black Cherry</u>	<u>Prunus serotina</u>	<u>M</u>	<u>Y</u>
<u>Black Gum/Swamp Tupelo</u>	<u>Nyssa sylvatica</u>	<u>H</u>	<u>Y</u>
<u>Chinese Elm</u>	<u>Ulmus parvifolia</u>	<u>L</u>	<u>N</u>
<u>Florida Elm</u>	<u>Ulmus americana var. florid</u>	<u>M</u>	<u>Y</u>
<u>Florida Scrub Hickory</u>	<u>Carya floridana</u>	<u>L</u>	<u>Y</u>

<u>CANOPY TREES (Mature Size 40' or more in Height)</u>			
<u>Formosan Gum</u>	<u>Liquidambar formosana</u>	<u>L</u>	<u>N</u>
<u>Green Ash</u>	<u>Fraxinus pennsylvanica</u>	<u>M</u>	<u>N</u>
<u>Laurel Oak</u>	<u>Quercus laurifolia</u>	<u>L</u>	<u>Y</u>
<u>Live Oak</u>	<u>Quercus virginiana</u>	<u>L</u>	<u>Y</u>
<u>Loblolly Pine</u>	<u>Pinus taeda</u>	<u>L</u>	<u>Y</u>
<u>Longleaf Pine</u>	<u>Pinus palustris</u>	<u>L</u>	<u>Y</u>
<u>Oriental Sycamore</u>	<u>Platanus orientalis</u>	<u>M</u>	<u>N</u>
<u>Pecan</u>	<u>Carya illinoensis</u>	<u>M</u>	<u>N</u>
<u>Pignut Hickory</u>	<u>Carya glabra</u>	<u>L</u>	<u>Y</u>
<u>Pond Cypress</u>	<u>Taxodium ascendens</u>	<u>H</u>	<u>Y</u>
<u>Red Maple</u>	<u>Acer rubrum</u>	<u>H</u>	<u>Y</u>
<u>Sand Pine</u>	<u>Pinus clausa</u>	<u>L</u>	<u>Y</u>
<u>Shumard Oak</u>	<u>Quercus shumardii</u>	<u>L</u>	<u>Y</u>
<u>Slash Pine</u>	<u>Pinus elliotti</u>	<u>L</u>	<u>Y</u>
<u>Southern Basswood</u>	<u>Tilia floridana</u>	<u>M</u>	<u>Y</u>
<u>Southern Magnolia</u>	<u>Magnolia grandiflora</u>	<u>L</u>	<u>Y</u>
<u>Sugarberry</u>	<u>Celtis laevigata</u>	<u>L</u>	<u>Y</u>
<u>Sweetgum</u>	<u>Liquidambar styraciflua</u>	<u>L</u>	<u>Y</u>
<u>Sycamore</u>	<u>Plantanus occidentalis</u>	<u>H</u>	<u>Y</u>
<u>Tulip Tree</u>	<u>Liriodendron tulipifera</u>	<u>H</u>	<u>Y</u>
<u>Tupelo Gum</u>	<u>Nyssa aquatic</u>	<u>H</u>	<u>Y</u>
<u>Turkey Oak</u>	<u>Quercus laevis</u>	<u>L</u>	<u>Y</u>
<u>Water Oak</u>	<u>Quercus nigra</u>	<u>M, L</u>	<u>Y</u>
<u>Weeping Willow</u>	<u>Salix babylonica</u>	<u>H</u>	<u>N</u>
<u>Winged Elm</u>	<u>Ulmus alata</u>	<u>L</u>	<u>Y</u>

<u>UNDERSTORY TREES (Mature Size 12' to 35' Height) AND PALMS</u>			
<u>Common Name</u>	<u>Botanical Name</u>	<u>Water Zone</u>	<u>Native (Y/N)</u>
<u>American Hornbeam</u>	<u>Carpinus caroliniana</u>	<u>H</u>	<u>Y</u>

<u>UNDERSTORY TREES (Mature Size 12' to 35' Height) AND PALMS</u>			
<u>American Holly</u>	<u>Ilex opaca (or x attenuata)</u>	<u>L</u>	<u>Y</u>
<u>Bluejack Oak</u>	<u>Quercus incana</u>	<u>L</u>	<u>Y</u>
<u>Bradford Pear</u>	<u>Pyrus calleryana "Bradfordi"</u>	<u>M</u>	<u>N</u>
<u>Cabbage Palm</u>	<u>Sabal palmetto</u>	<u>L</u>	<u>Y</u>
<u>Canary Island Date Palm</u>	<u>Phoenix canariensis</u>	<u>L</u>	<u>N</u>
<u>Carolina Ash</u>	<u>Fraxinus caroliniana</u>	<u>M</u>	<u>Y</u>
<u>Chapman Oak</u>	<u>Quercus chapmanii</u>	<u>L</u>	<u>Y</u>
<u>Cherry Laurel</u>	<u>Prunus caroliniana</u>	<u>M</u>	<u>Y</u>
<u>Chickasaw Plum</u>	<u>Prunus angustifolia</u>	<u>L</u>	<u>Y</u>
<u>Chinese Fan Palm</u>	<u>Livistonia chinensis</u>	<u>L</u>	<u>N</u>
<u>Coastal Plain Willow</u>	<u>Salix caroliniana</u>	<u>H</u>	<u>Y</u>
<u>Common Persimmon</u>	<u>Diospyros virginiana</u>	<u>L</u>	<u>Y</u>
<u>Crape Myrtle</u>	<u>Lagerstroemia indica</u>	<u>L</u>	<u>N</u>
<u>Dahoon Holly</u>	<u>Ilex cassine</u>	<u>M</u>	<u>Y</u>
<u>Deciduous Holly</u>	<u>Ilex deciduas</u>	<u>M</u>	<u>Y</u>
<u>Drake Elm</u>	<u>Ulmus parvifolia "Drake"</u>	<u>L</u>	<u>N</u>
<u>Dwarf Siberian Elm</u>	<u>Ulmus pumila</u>	<u>L</u>	<u>N</u>
<u>Eastern Red Cedar</u>	<u>Juniperus virginiana</u>	<u>L</u>	<u>Y</u>
<u>Eastern Hophornbeam</u>	<u>Ostrya virginiana</u>	<u>M</u>	<u>Y</u>
<u>European Fan Palm</u>	<u>Chamaerops humilis</u>	<u>M</u>	<u>N</u>
<u>Firethorn Pyracantha Tree</u>	<u>Pyracantha coccinea</u>	<u>L</u>	<u>N</u>
<u>Flowering Dogwood</u>	<u>Cornus florida</u>	<u>L</u>	<u>Y</u>
<u>Fraser's Photinia</u>	<u>Photinia x Fraseri</u>	<u>M</u>	<u>N</u>
<u>Fringetree</u>	<u>Chionanthus virginicus</u>	<u>M</u>	<u>Y</u>
<u>Glossy Tree Privet</u>	<u>Ligustrum lucidum</u>	<u>M</u>	<u>N</u>
<u>Green Hawthorn</u>	<u>Crataegus viridis</u>	<u>M</u>	<u>Y</u>
<u>Italian Cypress</u>	<u>Cupressus sempervirens</u>	<u>M</u>	<u>N</u>
<u>Japanese Persimmon</u>	<u>Diospyros kaki</u>	<u>L</u>	<u>N</u>
<u>Jerusalem Thorn</u>	<u>Parkinsonia aculeata</u>	<u>L</u>	<u>N</u>

<u>UNDERSTORY TREES (Mature Size 12' to 35' Height) AND PALMS</u>			
<u>Kawakami Pear</u>	<u>Pyrus calleryana "Kawaka"</u>	<u>M</u>	<u>N</u>
<u>Leyland Cypress</u>	<u>Cupressocyparis leylandii</u>	<u>M</u>	<u>N</u>
<u>Loblolly Bay</u>	<u>Gordonia lasianthus</u>	<u>H</u>	<u>Y</u>
<u>Loquat</u>	<u>Eriobotrya japonica</u>	<u>M</u>	<u>N</u>
<u>Mayhaw</u>	<u>Crataegus opaca</u>	<u>M</u>	<u>Y</u>
<u>Myrtle Oak</u>	<u>Quercus myrtifolia</u>	<u>L</u>	<u>Y</u>
<u>Parsley Hawthorn</u>	<u>Crataegus marshalli</u>	<u>L</u>	<u>Y</u>
<u>Paw Paw</u>	<u>Asimina triloba</u>	<u>M</u>	<u>Y</u>
<u>Pindo Palm</u>	<u>Butia capitata</u>	<u>L</u>	<u>N</u>
<u>Queen Palm</u>	<u>Arecastrum romanzoffian</u>	<u>L</u>	<u>N</u>
<u>Queen Sago</u>	<u>Cycas circinalis</u>	<u>L</u>	<u>N</u>
<u>Red Bay</u>	<u>Persia borbonia</u>	<u>L</u>	<u>Y</u>
<u>Sand Post Oak</u>	<u>Quercus stellata</u>	<u>L</u>	<u>Y</u>
<u>Saucer Magnolia</u>	<u>Magnolia soulangeana</u>	<u>M</u>	<u>N</u>
<u>Senegal Date Palm</u>	<u>Phoenix reclinata</u>	<u>L</u>	<u>N</u>
<u>Service berry</u>	<u>Amelanchier Arborea</u>	<u>M</u>	<u>Y</u>
<u>Southern Juniper/Red Cedar</u>	<u>Juniperus salicicola</u>	<u>L</u>	<u>Y</u>
<u>Star Magnolia</u>	<u>Magnolia stellata</u>	<u>M</u>	<u>N</u>
<u>Sweetbay</u>	<u>Magnolia virginiana</u>	<u>M</u>	<u>Y</u>
<u>Taiwan Flowering Cherry</u>	<u>Prunus campanulata</u>	<u>M</u>	<u>N</u>
<u>Trumpet tree</u>	<u>Tabebuia spp.</u>	<u>M</u>	<u>N</u>
<u>Washington Palm</u>	<u>Washingtonia robusta</u>	<u>L</u>	<u>N</u>
<u>Waxleaf Privet</u>	<u>Ligustrum japonicum</u>	<u>M</u>	<u>N</u>
<u>Wax Myrtle</u>	<u>Myrica cerifera</u>	<u>L</u>	<u>Y</u>
<u>Windmill Palm</u>	<u>Trachycarpus fortunei</u>	<u>L</u>	<u>N</u>
<u>Yaupon Holly</u>	<u>Ilex vomitoria</u>	<u>L</u>	<u>Y</u>

SHRUBS, SMALL PALMS AND CYCADS			
<u>Common Name</u>	<u>Botanical Name</u>	<u>Water Zone</u>	<u>Native (Y/N)</u>
Abelia	Abelia grandiflora	M	N
American Arborvitae	Thuja occidentalis	M	N
Asian Butterfly Bush	Buddleia asiatica	M	N
Banana Shrub	Michelia figo	M	N
Bear Grass	Yucca smalliana	L	Y
Beautyberry	Callicarpa americana	L	Y
Boxthorn	Severinia buxifolia	N	N
Brook Euonymus	Euonymus americana	M	Y
Burford Holly	Ilex comuta "Burfordi"	M	N
Camellia	Camellia japonica	M	N
Cardboard Plant	Zamia furfuracea	L	N
Cassia	Cassia spp.	M	N
Century Plant	Agave americana	L	N
Chapman Rhododendron	Rhododendron chapmannii	H	Y
Christmasberry	Lycium carolinianum	L	Y
Chinese Holly	Ilex comuuta	M	N
Chinese Witch Hazel	Loropetalum chinese	M	N
Chinese Juniper	Juniperus chinensis	L	N
Chinese Mahonia	Mahonia fortunei	M	N
Cleyera	Ternstroemia gymnanthera	L	N
Cleyera	Cleyera japonica	M	N
Common Buttonbush	Cephalanthus occidentalis	H	Y
Coontie	Zamia floridana	L	Y
Coralberry Ardisia	Ardisia crispa (or crenata)	M	N
Crinum Lily	Crinum asiaticum	M	N
Croton	Codiaeum variegatum	L	N
Dahoon Holly	Ilex cassine	M	Y

SHRUBS, SMALL PALMS AND CYCADS			
<u>Dwarf Azaleas</u>	<u>Rhododendron obtusum</u>	<u>H</u>	<u>N</u>
<u>Dwarf Yaupon Holly</u>	<u>Ilex vomitoria "nana"</u>	<u>L</u>	<u>Y</u>
<u>Dwarf Palmetto</u>	<u>Sabal minor</u>	<u>L</u>	<u>Y</u>
<u>English Boxwood</u>	<u>Buxus sempervirens</u>	<u>M</u>	<u>N</u>
<u>Fatsia</u>	<u>Fatsia japonica</u>	<u>M</u>	<u>N</u>
<u>Feijoa</u>	<u>Feijoa sellowiana</u>	<u>M</u>	<u>N</u>
<u>Fetterbush</u>	<u>Lyonia spp.</u>	<u>L</u>	<u>Y</u>
<u>Firebush</u>	<u>Hamelia patens</u>	<u>L</u>	<u>Y</u>
<u>Firethorn Pyracantha</u>	<u>Pyracantha coccinea</u>	<u>M</u>	<u>N</u>
<u>Florida Flame Azalea</u>	<u>Rhododendron austrinum</u>	<u>H</u>	<u>Y</u>
<u>Florida Elderberry</u>	<u>Sambucus simpsonii</u>	<u>M</u>	<u>Y</u>
<u>Florida Anise</u>	<u>Illicium floridanum</u>	<u>M</u>	<u>Y</u>
<u>Florida Privet</u>	<u>Forestiera segregata</u>	<u>M</u>	<u>Y</u>
<u>Fragrant Honeysuckle</u>	<u>Lonicera fragrantissima</u>	<u>M</u>	<u>N</u>
<u>Fraser's Photinia</u>	<u>Photinia Fraseri</u>	<u>M</u>	<u>N</u>
<u>Gallberry</u>	<u>Ilex glabra</u>	<u>L</u>	<u>Y</u>
<u>Garden Hydrangea</u>	<u>Hydrangea macrophylla</u>	<u>H</u>	<u>N</u>
<u>Gardenia</u>	<u>Gardenia jasminoides</u>	<u>M</u>	<u>N</u>
<u>Golden-Dewdrop</u>	<u>Duranta repens</u>	<u>M</u>	<u>N</u>
<u>Groundsel Tree</u>	<u>Baccharis halimifolia</u>	<u>L</u>	<u>Y</u>
<u>Heavenly Bamboo</u>	<u>Nandina domestica</u>	<u>L</u>	<u>N</u>
<u>Holly Malpighia</u>	<u>Malpighia coccigera</u>	<u>M</u>	<u>N</u>
<u>Indian Hawthorn</u>	<u>Raphiolepis indica</u>	<u>L</u>	<u>N</u>
<u>Indica Azaleas</u>	<u>Rhododendron indica</u>	<u>H</u>	<u>N</u>
<u>Japanese Boxwood</u>	<u>Buxus microphylla</u>	<u>M</u>	<u>N</u>
<u>Japanese Privet</u>	<u>Ligustrum japonicum</u>	<u>L</u>	<u>N</u>
<u>Japanese Holly</u>	<u>Ilex crenata</u>	<u>M</u>	<u>N</u>
<u>Junipers</u>	<u>Juniperus spp.</u>	<u>L</u>	<u>N</u>
<u>King Sago</u>	<u>Cycas revoluta</u>	<u>L</u>	<u>N</u>

SHRUBS, SMALL PALMS AND CYCADS			
<u>Kumquat</u>	<u>Fortunella japonica</u>	<u>L</u>	<u>N</u>
<u>Kurume Azaleas</u>	<u>Rhododendron Kurume</u>	<u>H</u>	<u>N</u>
<u>Lady Palm</u>	<u>Rhapis excelsa</u>	<u>M</u>	<u>N</u>
<u>Lantana</u>	<u>Lantana camara</u>	<u>L</u>	<u>Y</u>
<u>Laurustius Viburnum</u>	<u>Viburnum tinus</u>	<u>H</u>	<u>N</u>
<u>Leatherleaf Mahonia</u>	<u>Mahonia Bealei</u>	<u>M</u>	<u>N</u>
<u>Leucothoe</u>	<u>Leucothoe axillaris</u>	<u>H</u>	<u>Y</u>
<u>Nagi Podocarpus</u>	<u>Podocarpus Nagi</u>	<u>M</u>	<u>N</u>
<u>Needle Palm</u>	<u>Rhaphidophyllum hystrix</u>	<u>M</u>	<u>Y</u>
<u>Oakleaf Hydrangea</u>	<u>Hydrangea quercifolia</u>	<u>M</u>	<u>Y</u>
<u>Oleander</u>	<u>Nerium oleander</u>	<u>L</u>	<u>N</u>
<u>Pittosporum</u>	<u>Pittosporum tobira</u>	<u>M</u>	<u>N</u>
<u>Plumbago</u>	<u>Plumbago auriculata</u>	<u>L</u>	<u>N</u>
<u>Podocarpus</u>	<u>Podocarpus macrophyllus</u>	<u>L</u>	<u>N</u>
<u>Pygmy Date Palm</u>	<u>Phoenix roebelinii</u>	<u>M</u>	<u>N</u>
<u>Red Buckeye</u>	<u>Aesculus pavia</u>	<u>L</u>	<u>Y</u>
<u>Rosemary</u>	<u>Ceratiola ericoides</u>	<u>L</u>	<u>Y</u>
<u>Sandankwa Viburnum</u>	<u>Viburnum suspensum</u>	<u>H</u>	<u>N</u>
<u>Sasanqua Camellia</u>	<u>Camellia sasanqua</u>	<u>H</u>	<u>N</u>
<u>Saw Palmetto</u>	<u>Serenoa repens</u>	<u>L</u>	<u>Y</u>
<u>Scarlet Hibiscus</u>	<u>Hibiscus coccineus</u>	<u>M</u>	<u>Y</u>
<u>Scrub Palmetto</u>	<u>Sabal etonia</u>	<u>L</u>	<u>Y</u>
<u>Serrissa</u>	<u>Serrissa foetida</u>	<u>M</u>	<u>N</u>
<u>Shiny Blueberry</u>	<u>Vaccinium myrsinites</u>	<u>L</u>	<u>Y</u>
<u>Shrimp Plant</u>	<u>Beloperone guttata</u>	<u>M</u>	<u>N</u>
<u>Silverthorn</u>	<u>Eleagnus pungens</u>	<u>L</u>	<u>N</u>
<u>Slender Buckthorn</u>	<u>Bumelia reclinata</u>	<u>M</u>	<u>Y</u>
<u>Snowbell</u>	<u>Styrax americanus</u>	<u>H</u>	<u>Y</u>
<u>Spanish Bayonet</u>	<u>Yucca aliofolia</u>	<u>L</u>	<u>Y</u>

SHRUBS, SMALL PALMS AND CYCADS			
<u>Spanish Dagger</u>	<u>Yucca gloriosa</u>	<u>L</u>	<u>Y</u>
<u>Sparkleberry</u>	<u>Vaccinium arboreum</u>	<u>L</u>	<u>Y</u>
<u>Spice-Bush</u>	<u>Lindera benzoin</u>	<u>M</u>	<u>Y</u>
<u>St. John's Wort</u>	<u>Hypericum spp.</u>	<u>M</u>	<u>Y</u>
<u>Star Anise</u>	<u>Illicium anisatum</u>	<u>M</u>	<u>N</u>
<u>Surinam Cherry</u>	<u>Eugenia uniflora</u>	<u>M</u>	<u>N</u>
<u>Swamp Honeysuckle Azalea</u>	<u>Rhododendron riscosum</u>	<u>H</u>	<u>Y</u>
<u>Sweet Pepperbush</u>	<u>Clethra alnifolia</u>	<u>M</u>	<u>Y</u>
<u>Sweet Pinxter Azalea</u>	<u>Rhododendron canescens</u>	<u>H</u>	<u>Y</u>
<u>Sweet Viburnum</u>	<u>Viburnum odoratissimum</u>	<u>M</u>	<u>N</u>
<u>Sweetshrub</u>	<u>Calycanthus floridus</u>	<u>M</u>	<u>Y</u>
<u>Tar-Flower</u>	<u>Befaria racemosa</u>	<u>L</u>	<u>Y</u>
<u>Thryallis</u>	<u>Galphima (or Thryallis) glauca</u>	<u>L</u>	<u>N</u>
<u>Tough Bumelia</u>	<u>Bumelia tenax</u>	<u>M</u>	<u>Y</u>
<u>Walter Viburnum</u>	<u>Viburnum obovatum</u>	<u>M</u>	<u>Y</u>
<u>Witch Hazel</u>	<u>Hamamelis virginiana</u>	<u>M</u>	<u>Y</u>
<u>Yellow Anise</u>	<u>Illicium parviflorum</u>	<u>M</u>	<u>Y</u>
<u>Yellow Pineland Lantana</u>	<u>Lantana depressa</u>	<u>L</u>	<u>Y</u>

GROUNDCOVERS			
<u>Common Name</u>	<u>Botanical Name</u>	<u>Water Zone</u>	<u>Native (Y/N)</u>
<u>Algerian Ivy</u>	<u>Hedera canariensis</u>	<u>M</u>	<u>N</u>
<u>Asparagus Fern</u>	<u>Asparagus spp. (Sprengeri)</u>	<u>L</u>	<u>N</u>
<u>Beach Sunflower</u>	<u>Helianthus debilis</u>	<u>L</u>	<u>Y</u>
<u>Beach Morning Glory</u>	<u>Ipomoea stolonifera</u>	<u>L</u>	<u>Y</u>
<u>Bigleaf Periwinkle</u>	<u>Vinca major</u>	<u>M</u>	<u>N</u>
<u>Billgergia Bromeliad</u>	<u>Billbergia spp.</u>	<u>H</u>	<u>N</u>
<u>Black Eyed Susan</u>	<u>Rudbeckia hirta</u>	<u>L</u>	<u>Y</u>

GROUNDCOVERS			
<u>Blazing Star Liatris</u>	<u>Liatris tenuifolia</u>	<u>L</u>	<u>Y</u>
<u>Blue Daze</u>	<u>Convolvulus "Blue Daze"</u>	<u>M</u>	<u>N</u>
<u>Blue Flag</u>	<u>Iris virginica</u>	<u>H</u>	<u>Y</u>
<u>Blue Lily of the Nile</u>	<u>Agapanthus africanus</u>	<u>M</u>	<u>N</u>
<u>Bromeliad</u>	<u>Vriesea spp.</u>	<u>H</u>	<u>N</u>
<u>Bugleweed</u>	<u>Ajuga reptans</u>	<u>H</u>	<u>N</u>
<u>Butterfly Iris</u>	<u>Dietes bicolor</u>	<u>H</u>	<u>N</u>
<u>Carolina Jessamine</u>	<u>Glesemium sempervirens</u>	<u>M</u>	<u>Y</u>
<u>Cast Iron Plant</u>	<u>Aspidistra elatior</u>	<u>L</u>	<u>N</u>
<u>Cinnamon Fern</u>	<u>Osmanda cinnamomea</u>	<u>H</u>	<u>Y</u>
<u>Confederate Jasmine</u>	<u>Trachelospermum asiatic</u>	<u>M</u>	<u>N</u>
<u>Coontie</u>	<u>Zamia floridana</u>	<u>L</u>	<u>Y</u>
<u>Cordgrass</u>	<u>Spartina spp.</u>	<u>L</u>	<u>Y</u>
<u>Coreopsis</u>	<u>Coreopsis gladiata (or tinctoria)</u>	<u>H</u>	<u>Y</u>
<u>Creeping Fig</u>	<u>Ficus pumila</u>	<u>LTc>N</u>	
<u>Creeping Juniper</u>	<u>Juniperus horizontalis</u>	<u>L</u>	<u>N</u>
<u>Creeping Phlox</u>	<u>Phlox nivalis</u>	<u>L</u>	<u>Y</u>
<u>Crown of Thorns</u>	<u>Euphorbia milii</u>	<u>L</u>	<u>N</u>
<u>Daylily</u>	<u>Heemerocallis spp.</u>	<u>L</u>	<u>N</u>
<u>Dichondra</u>	<u>Dichondra micrantha</u>	<u>M</u>	<u>N</u>
<u>Dwarf Coreopsis</u>	<u>Coreopsis auriculata "Nana"</u>	<u>H</u>	<u>N</u>
<u>Dwarf Heavenly Bamboo</u>	<u>Nandina domestica "nana"</u>	<u>M</u>	<u>N</u>
<u>Dwarf Oyster Plant</u>	<u>Rhoeo spathacea "nana"</u>	<u>L</u>	<u>N</u>
<u>Dwarf Palmetto</u>	<u>Sabal minor</u>	<u>L</u>	<u>Y</u>
<u>Dwarf Pittosporum</u>	<u>Pittosporum tobira "Wheeleri"</u>	<u>M</u>	<u>N</u>
<u>English Ivy</u>	<u>Hedera helix</u>	<u>M</u>	<u>N</u>
<u>Fancyleaved Caladium</u>	<u>Caladium x Nortulanum</u>	<u>M</u>	<u>N</u>
<u>Gaillardia</u>	<u>Gaillardia pulchella</u>	<u>L</u>	<u>Y</u>
<u>Gerbera Daisy</u>	<u>Gerbera jamesonii</u>	<u>M</u>	<u>N</u>

GROUNDCOVERS			
<u>Hall's Honeysuckle</u>	<u>Lonicera japonica "Halliana"</u>	<u>L</u>	<u>N</u>
<u>Holly Fern</u>	<u>Cyrtomium falcatum</u>	<u>M</u>	<u>N</u>
<u>Japanese Garden Juniper</u>	<u>Juniperus procumbens</u>	<u>L</u>	<u>N</u>
<u>Leatherleaf Fern</u>	<u>Rumohra odiantiformis</u>	<u>M</u>	<u>N</u>
<u>Lilly Turf</u>	<u>Liriope spp.</u>	<u>M</u>	<u>N</u>
<u>Mondo Grass</u>	<u>Ophiopogon japonicus</u>	<u>M</u>	<u>N</u>
<u>Moss Pink</u>	<u>Phlox subulata</u>	<u>M</u>	<u>N</u>
<u>Nick's Compact Juniper</u>	<u>Juniperus c.p. "Nick's Compacta"</u>	<u>L</u>	<u>N</u>
<u>Parson's Juniper</u>	<u>Juniperus squamata "Parsoni"</u>	<u>L</u>	<u>N</u>
<u>Periwinkle, Vinca</u>	<u>Catharantus roseus</u>	<u>M</u>	<u>N</u>
<u>Plumbago</u>	<u>Plumbago auriculata</u>	<u>L</u>	<u>N</u>
<u>Prairie Iris</u>	<u>Iris hexagona</u>	<u>H</u>	<u>Y</u>
<u>Red Muhly Grass</u>	<u>Muhlenbergia spp.</u>	<u>L</u>	<u>Y</u>
<u>Rosemary</u>	<u>Ceratiola ericordes</u>	<u>L</u>	<u>Y</u>
<u>Royal Fern</u>	<u>Osmanda regalis</u>	<u>H</u>	<u>Y</u>
<u>Saw Palmetto</u>	<u>Serenoa repens</u>	<u>L</u>	<u>Y</u>
<u>Sedum</u>	<u>Sedum spp.</u>	<u>L</u>	<u>N</u>
<u>Shield Fern</u>	<u>Thelyptris spp.</u>	<u>M</u>	<u>Y</u>
<u>Shore Juniper</u>	<u>Juniperus conferta</u>	<u>L</u>	<u>N</u>
<u>Society Garlic</u>	<u>Tulbaghia violacea</u>	<u>L</u>	<u>N</u>
<u>Star Jasmine</u>	<u>Trachelospermum jasmino</u>	<u>M</u>	<u>N</u>
<u>Swamp Lily</u>	<u>Crinum americanum</u>	<u>H</u>	<u>Y</u>
<u>Sword or Boston Fern</u>	<u>Nephrolepis spp.</u>	<u>H</u>	<u>Y</u>
<u>Trailing Fig</u>	<u>Ficus sagittata</u>	<u>L</u>	<u>N</u>
<u>Virginia Creeper</u>	<u>Parthenosisus quinquefolia</u>	<u>H</u>	<u>Y</u>
<u>Wedelia</u>	<u>Wedelia trilobata</u>	<u>L</u>	<u>N</u>
<u>Weeping Lantana</u>	<u>Lantana montevidensis</u>	<u>L</u>	<u>N</u>
<u>Wild Canna</u>	<u>Canna flaccida</u>	<u>H</u>	<u>Y</u>
<u>Wintercreeper</u>	<u>Euonymus fortueri "coloratus"</u>	<u>M</u>	<u>N</u>

<u>GROUNDCOVERS</u>			
<u>Yellow Pineland Lantana</u>	<u>Lantana depressa</u>	<u>L</u>	<u>Y</u>

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<u>NON-NATIVE VINES</u>		
<u>Common Name</u>	<u>Botanical Name</u>	<u>Water Zone</u>
<u>Algerian Ivy</u>	<u>Hedera canariensis</u>	<u>M</u>
<u>Allamanda</u>	<u>Allamanda cathartica</u>	<u>M</u>
<u>Arabian Jasmine</u>	<u>Jasminum sambac</u>	<u>M</u>
<u>Chinese Wisteria</u>	<u>Wisteria sinensis</u>	<u>L</u>
<u>Confederate Jasmine</u>	<u>Trachelospermum asiaticum</u>	<u>M</u>
<u>Coral Vine</u>	<u>Antigonon leptopus</u>	<u>L</u>
<u>Downy Jasmine</u>	<u>Jasminum multiflorum</u>	<u>M</u>
<u>English Ivy</u>	<u>Hedera helix</u>	<u>M</u>
<u>Hall's Honeysuckle</u>	<u>Lonicera japonica "halliana"</u>	<u>L</u>
<u>Japanese Clematis</u>	<u>Clematis dioscoreifolia</u>	<u>M</u>
<u>Mexican Flame Vine</u>	<u>Senecio confusus</u>	<u>L</u>
<u>Star Jasmine</u>	<u>Trachelospermum jasminoides</u>	<u>M</u>

<u>Turfgrasses</u>	
<u>Common Name</u>	<u>Water Zone</u>
<u>Bahia Grass</u>	<u>M</u>
<u>Bermuda Grass</u>	<u>M</u>
<u>Centipede Grass</u>	<u>H</u>
<u>St. Augustine FX-10</u>	<u>M</u>
<u>St. Augustine Grass</u>	<u>H</u>
<u>Zoysia Grass</u>	<u>M</u>

4896 Water Zone Key:

H = High Water Use Zone - Plants which are associated with moist soils and require

4898 supplemental water in addition to natural rainfall to survive. This zone includes shallow rooted turfgrass varieties.

- 4900 M = Moderate Water Use Zone - Plants which survive on natural rainfall with supplemental water during seasonable dry periods. This zone includes deep rooted turfgrass varieties.
- 4902 L = Low Water Use Zone - Plants which, once established, survive on natural rainfall without supplemental water. Because of the relatively high water requirements of turfgrass, no
- 4904 presently available varieties are included in this category.
- Sources: St. Johns River Water Management District Xeriscape Plant Guide South Florida
- 4906 Water Management District Xeriscape Plant Guide II

FIGURE 14.2
PROHIBITED PLANT SPECIES LIST

<u>Common Name</u>	<u>Botanical Name</u>
<u>Acacia</u>	<u>Acacia spp.</u>
<u>Air Potato Vine</u>	<u>Dioscorea bulbifera</u>
<u>American Mulberry</u>	<u>Morus rubra</u>
<u>Australian Pine</u>	<u>Casuarina equisetifolia</u>
<u>Brazilian Pepper Tree</u>	<u>Schinus terebinthifolius</u>
<u>Cajeput or Punk Tree</u>	<u>Melaleuca leucodendra</u>
<u>Camphor</u>	<u>Cinnamomum camphora</u>
<u>Castor Bean</u>	<u>Ricinus communis</u>
<u>Chinaberry</u>	<u>Melia azedarach</u>
<u>Chinese Tallow</u>	<u>Sapium sebiferum</u>
<u>Ear Tree</u>	<u>Enterolobium cyclocarpum</u>
<u>Eucalyptus</u>	<u>Eucalyptus spp.</u>
<u>Hydrilla</u>	<u>Hydrilla verticillata</u>
<u>Jacaranda</u>	<u>Jacaranda acutifolia</u>
<u>Kudzu Vine</u>	<u>Paeraria lobate</u>
<u>Mimosa</u>	<u>Albizia julibrissin</u>
<u>Paper Mulberry</u>	<u>Broussonetia papyrifera</u>
<u>Rice Paper Plant</u>	<u>Tetrapanax papyriferus</u>
<u>Rosewood</u>	<u>Dalbergia sissoo</u>
<u>Silk Oak</u>	<u>Grevillea robusta</u>

FIGURE 14.2
PROHIBITED PLANT SPECIES LIST

<u>Taro</u>	<u>Colocasia esculenta</u>
<u>Water Hyacinth</u>	<u>Eichhornia spp.</u>
<u>Any other plant species prohibited by Federal or State law including, but not limited to, those prohibited by the rules of the Florida Department of Environmental Protection and the Florida Department of Agriculture, and those listed in the most recent Florida Exotic Pest Plant Council's List of Invasive Plant Species.</u>	

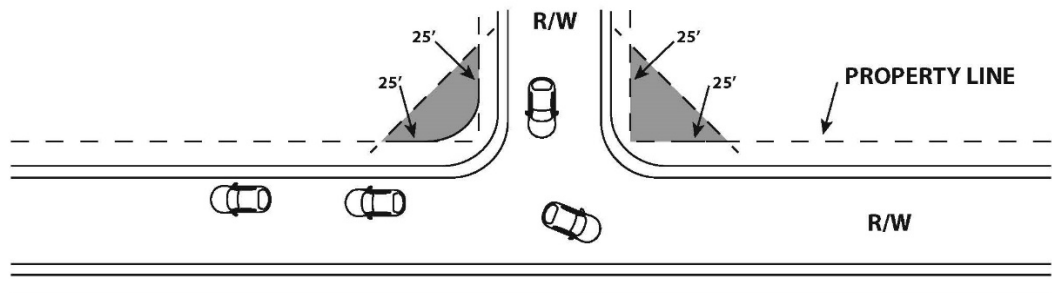
14.19

4908 14.20 **Fences** – SEC. 30.1349

- 4910 a) On property assigned a residential zoning classification, a closed fence or wall in excess of three (3) feet in height shall maintain the same district front yard setback requirement as the main or principal dwelling structure except where backing up to a limited access highway or where regulations require such fences. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way.
- 4916 b) No closed fence or wall in excess of six (6) feet six (6) inches shall be erected on any property assigned a residential zoning classification without approval of the Board of Adjustment after public hearing. Nor shall such fence or wall be erected closer than five (5) feet to any existing adjacent neighborhood dwelling structure.
- 4918 c) Entrance walls to a subdivision may be erected closer to streets or roads only on approval of the Board of County Commissioners.
- 4920 d) No barbed wire fence shall be erected in any residential district. Barbed wire may be used on security fences erected in any commercial or industrial district, provided such use is limited to three (3) strands, a minimum of six (6) feet above the ground. Such fences may be permitted in estate areas, on approval of the Board of Adjustment, after public hearing.
- 4922 e) All fences shall be maintained in their original upright condition.
- 4924 f) Fences and walls designed for painting or similar surface finish shall be maintained in their original condition as designed. Any walls or fences which have been defaced shall be promptly restored to their original condition.
- 4926 g) Missing boards, pickets, posts or bricks shall be promptly replaced with material of the same type and quality.

- a) A building permit is required for any fence or wall to be erected, replaced, or receive major repair. A major repair shall be considered a segment of fence or wall more than ten (10) percent of the total linear feet of the existing fence or wall, two (2) or more fence or wall panels, or more than eighteen (18) linear feet, whichever is less. Building permit applications must include a certified survey showing the location of the proposed fence or wall; however the Planning and Development Division Manager may waive this requirement and allow a plot plan or site plan when the survey corner markers will be made visible for inspection by the Building Inspector. If determination for compliance to approved plans cannot be made by exposed survey corner markers, the Building Inspector may require a string line from survey corner marker to survey corner marker to ensure compliance. If the Building Inspector is still unable to determine if compliance is met due to site conditions, it is the responsibility of the contractor or owner, if owner/builder permit, to provide a site built survey to verify compliance with the approved plans.
- b) Residential zoning classifications: fences and walls are limited to a maximum height of four (4) feet within the front yard and side street setbacks and six (6) feet six (6) inches within the side and rear yard setbacks except as provided in (f) of this Section. In the case of corner lots, the lot shall be considered to have a front yard or yards on any side or sides abutting a road right-of-way.
- c) Commercial or Industrial zoning classifications: fences and walls are limited to a maximum height of six (6) feet six (6) inches within the front setback and eight (8) feet within the side and rear yard setbacks except as required to maintain visibility per (c)(4) of this section and Section 250.91, Code of Ordinances. Notwithstanding any other provisions of this Code, fences shall not be located within a designated buffer unless required under Chapter 30 Part 67.
- d) Agricultural zoning classifications: fences and walls are limited to a maximum height of five (5) feet and an additional one (1) foot for embellishments within the front yard setback; and eight (8) feet within the side and rear yard setbacks. Fences located within the front yard setback must be open split rail; steel woven wire may be used behind split rail fencing for animal containment, but no barbed wire is permitted. These regulations shall not apply to property having an agricultural classification from the Seminole County Property Appraiser.
- e) Planned Developments: Unless otherwise stated in the recorded Development Order or Developer's Commitment Agreement, all fences or walls will comply with this section.
- f) Setback distance requirements will be as follows:

- 4968 1. No side street setback will be required from any side property line adjoining railroad
4970 right-of-way or a limited access highway.
- 4972 2. For corner lots in residentially zoned properties, including residential Planned
4974 Developments unless otherwise stated in the Development Order, the secondary front
4976 yard or side street setback may be reduced to five (5) feet provided the visual clearance
4978 (sight line triangle) requirements of (c)(4) of this section can be met and with approval by
4980 the Seminole County Traffic Engineering Division. Building permit applications
4982 requesting the reduction of the side street setback must include a certified survey
indicating the adjacent rights-of-way.
3. Fences, walls, hedges, plantings, or other obstructions must maintain visual clearance
requirements at the intersection on corner lots. The visual clearance triangle must be
fifteen (15) feet for residentially and agriculturally zoned property, or twenty-five (25)
feet for commercially or industrially zoned property at a street intersection unless
otherwise approved by the County Engineer. The visual clearance triangle is measured
from the property corner adjoining the intersection of rights-of-way the distance
described above with a line joining points on those lines.



- 4984
4. Any fence, wall, hedge, planting (except plants defined as Shoreline Vegetation in FAC
4986 62-340-450), or other obstruction adjacent to a Natural Water Body is limited to a
4988 maximum height of four (4) feet. Any fence or wall greater than four (4) feet must be
4990 located a minimum distance of thirty (30) feet from the Normal High Water Elevation of a
Natural Water Body. Building permit applications for fences or walls adjacent to a
Natural Water Body must include a certified survey no less than five (5) years old
indicating the Normal High Water Elevation.
- 4992 g. In all zoning districts, a chain link fence and other non-privacy fences (e.g., clear
4994 plastic and metal or aluminum picket fences) that are not opaque but function
4996 similarly to a chain link fence in that they do not obstruct the view with a
maximum height of six (6) feet six (6) inches may be permitted on a vacant parcel,
except as provided in (b) of this section.

- 4998 h) Entrance walls to a subdivision may be erected closer to streets or roads only on
approval of the Board of County Commissioners.
- 5000 i) No barbed-wire fence shall be erected in any residential district except for security
of public utilities. Barbed wire may be used on security fences erected in any
5002 commercial or industrial district or for security of public utilities, provided such
use is limited to three (3) strands, a minimum of six (6) feet above the ground.
- 5004 j) No fence or wall shall be erected or project beyond the property line or be located
within required visual clearance areas.
- 5006 k) A fence shall be uniform in construction, design, material, color and pattern, and
the fence material shall be a standard material conventionally used by the fence
5008 industry. Nontraditional materials, including, but not limited to, tires, mufflers,
hubcaps, are prohibited. Open split-rail fences shall be permitted.
- 5010 l) All fences shall be maintained in their original upright condition.
- 5012 m) Fences and walls designed for painting or similar surface finish shall be
maintained in their original condition as designed. Any walls or fences which have
5014 been defaced shall be promptly restored to their original condition.
- 5016 n) Missing boards, pickets, posts or bricks shall be promptly replaced with material
of the same type and quality, subject to permitting requirements in (a) of this
5018 section.
- 5020 o) Gates and posts are limited to the same maximum heights and required setbacks
for fences and walls provided in (b) (c), (d), and (e) of this section, including
5022 architectural embellishments. Gates shall not swing into adjacent properties or
encroach into the right-of-way.
- 5024 p) Where grade elevations along adjoining properties differ, fence/wall height shall
be measured from the finished ground floor elevation of the property having the
5026 higher ground floor elevation.
- 5028 (q) Any fence greater in height than provided in this section or within the required
yard setbacks shall not be erected without approval of the Board of Adjustment
after a public hearing. Reductions to the side street setback as provided in (f)(2)
will not require Board of Adjustment approval unless otherwise determined by the
Planning Manager.

14.21 Open Space Easements – SEC. 30.111

PART 15 OUTDOOR LIGHTING REQUIREMENTS

15.1 Exterior lighting requirements.

All commercial, office, industrial and multi-family development shall comply with the following exterior lighting requirements:

(1) Light spillage: Illumination onto adjacent properties shall not exceed five-tenths (0.5) foot-candles.

(2) Height of lighting sources:

a) Height of fixture will be measured at the vertical distance from the normal finished grade directly below the centerline of the luminaire to the top of the light fixture. Height of the pole will be measured at the vertical distance from the finished grade to the highest point inclusive of the pole, fixture, and mounting arm.

b) All lighting on non-industrial zoned properties shall consist of cut-off fixtures mounted no higher than sixteen (16) feet. An exception to this requirement may be made if the applicant demonstrates that a greater height will not result in light spillage onto surrounding properties in excess of five-tenths (0.5) foot-candles; provided however, that in no event shall lighting exceed a maximum height of twenty-five (25) feet on a parcel adjacent to property with a Residential Future Land Use designation or a residential zoning classification.

15.2 Lighting on industrial zoned properties (except that located within two hundred (200) feet of residential property) shall consist of cut-off fixtures mounted no higher than twenty-five (25) feet.

On industrial property located within two hundred (200) feet of residential property, lighting shall be limited to cut off fixtures mounted no higher than sixteen (16) feet.

An exception to this requirement may be made if the applicant demonstrates that a greater height will not result in light spillage onto surrounding properties in excess of five-tenths (0.5) foot-candles.

15.3 Lighting for football fields, soccer fields, baseball fields, softball fields, tennis courts, golf driving ranges, auto race tracks, horse race tracks or show arenas, and similar facilities may exceed the maximum height allowed herein upon written authorization of the Development Services Director Development Review Manager. Such

5060 authorization may only be granted upon a finding that a greater height will not have
a significant effect on the citizens of Seminole County.

5062 15.4 Light fixtures. All light fixtures must conform to the following regulations:

a) All fixtures, including security lighting, must be cutoff fixtures.

5064 b) All fixtures must be incorporated into the building or site as an integrated design
element through the use of common or complementary style, material, and color.

5066 c) Fixtures may not be tilted towards adjacent properties.

d) Sag lenses, convex lenses, and drop lenses are prohibited.

5068 e) Floodlighting is prohibited except for non-retail industrial uses where the
floodlights internal to the site and cannot be seen from adjacent public right of
5070 way and neighboring residential uses or zoning district.

15.5 Time controls and motion detectors. Lighting on non-residential sites must include
5072 time controls. The time controls must dim all outdoor lights by at least 50% of
normal illumination levels within one hour of the close of business on the site. The
5074 lights must remain dimmed until the business reopens in the morning or the
automatic light sensors switch the light off in the morning. Where a site includes
5076 more than one business, the time controls must dim the lights associated with each
discrete place of business within the hour of the respective business closing to the
5078 public, but common area lighting may remain fully lit until the last onsite business
closed. This requirement does not apply to business that operate 24-hours a day.
5080 Dimmed lights may return to full luminance for no more than 30 seconds if triggered
by a motion detector. a) Light sensors. All outdoor lighting must include light
5082 sensors that automatically turn lights off when daylight exceeds 85% of the ground
level luminance of the fixture

5084 b) Manual controls. All electrical circuits for outdoor lighting must include manually
controlled switches conveniently located for manual operations.

5086 15.6 Lighting setback: Outdoor lighting fixtures shall be located no less than fifty (50) feet
5088 from any property having a residential future land use designation or a residential
zoning classification.

5090 15.7 Shielding requirements: Unless an exemption is granted by the ~~Development Review~~
5092 ~~Manager~~, Public Works Director outdoor lighting fixtures shall be shielded in such a
manner that no light is emitted above a horizontal plane passing through the lowest

point of the light emitting elements, so that direct light emitted above the horizontal plane is eliminated. An exemption to this subsection may only be granted upon a finding that it will not create an adverse effect on the citizens of Seminole County.

15.8 Underground wiring: Electric power lines serving an outdoor light fixture shall be installed beneath the surface of the ground unless it is determined by the Development Review Manager Development Services Director that soil, topographical, or any other compelling conditions, make the underground installation of such utility lines unreasonable or hazardous.

(a) Approved Alternate Materials and Methods of Construction or Installation/Operation. The Development Services Director ~~Development Review Manager~~ may approve any lighting design, material, or method of installation or operation not specifically prescribed herein if he/she finds that:

- (1) The alternative provides an approximate equivalence to the applicable requirements of this Section; and
- (2) The alternative complies with the intent of this Section; or
- (3) The alternative is necessary for the safety and security of people and property.

(b) Submission of Plans and Evidence of Compliance. An applicant for any permit required by Seminole County involving outdoor lighting fixtures must submit plans

indicating how compliance with this Section will be accomplished. This submission shall include the following information:

(1) The location of all proposed or existing outdoor light fixtures on the property and the foot candle emissions of such fixtures onto any adjoining property; and

(2) A description of all outdoor light fixtures or other illuminating devices proposed for use on the property. The description should include, but is not limited to, catalog cuts by manufacturers and drawings; and

(3) Any other relevant information as may be reasonably required by Seminole County.

(4) The applicant may submit additional information, such as photometric plan data, to support use of the proposed lighting.

15.9 Prohibited Lights. The following lighting sources shall be prohibited:

(1) Laser lights or any similar high intensity light source which projects light above the horizontal plane of the light source.

15.10 (2) Flashing or animated lights located in or adjoining residential areas.

15.11 (e) Additional Requirements for Special Uses. Where permitted, light sources for the following special uses shall be designed and installed in accordance with the following requirements:

15.12 (1) Recreational Facilities. Lighting of outdoor recreational facilities such as football fields, soccer fields, baseball fields, softball fields, tennis courts, golf driving ranges, auto race tracks, horse race tracks or show areas and similar uses shall be fully shielded or designed with sharp cut-off capability, so as to minimize up-light, spill-light, and glare.

(2) Outdoor display lots. Lighting of outdoor display lots such as automobile sales lots, building material sales centers, garden centers and similar uses shall be fully shielded or provided with sharp cut-off capability, so as to minimize up-light, spill-light, or glare.

(3) Gasoline pump and drive-thru canopies. Light fixtures on the underside of gasoline pump and drive-thru canopies shall be recessed into the canopy ceiling so

5140 that the bottom of the fixture is flush with the canopy ceiling and is not visible from
the horizontal plane.

5142 15.13 Applicability. This Section shall apply to all development except the following:

(1) Residences built as single-family or two-family dwelling units;

5144 (2) Outdoor light fixtures installed on and in connection with facilities and land
owned or operated by the federal government or the State of Florida, or any
5146 department, division, or agency thereof; and

(3) Outdoor light fixtures lawfully installed prior to the effective date of this
5148 Section, unless and until the property is rezoned or redeveloped (and the cost to
retrofit existing outdoor light fixtures to achieve compliance with this Section is less
5150 than ten (10) percent of the total redevelopment cost).

In the event of a conflict between this Section and any other provision of this Code,
5152 the more restrictive requirement shall apply.

5154 **PART 16 PERFORMANCE STANDARDS** – PART 68

16.1 Intent

5156 16.2 Noise

16.3 Vibration

5158 16.4 Smoke

16.5 Dust and Dirt

5160 16.6 Odors

16.7 ~~Glare.~~ Illumination levels

5162 ~~Any operation or activity producing glare must be conducted so that direct or~~
~~indirect illumination from the source of light does not cause illumination in excess of~~
5164 ~~0.5 foot candles in any residential district.~~ Illumination levels may not exceed 0.5
footcandles at the property line where the neighboring property is a residential use
5166 or is zoned for a residential use. For all other uses, illumination levels may not exceed
1.0-foot candles at the property line. To avoid glare and light spilling onto
5168 neighboring properties, fixtures must be installed with shields and reflectors.

5170 16.8 Toxic Matter

16.9 Electrical Disturbance and Radioactivity

5172 16.10 Fire and Explosive Hazards

Chapter 35 - SUBDIVISION REGULATIONS

PART 4. - REQUIRED SUBMITTALS

Sec. 35.44. - Required submittals for final plat.

The required submittals, meeting the legal requirements of platting, of the final plan shall consist of a fully executed correct plat map, meeting all state and County standards, final engineering drawings and auxiliary submittals, to include a boundary survey signed and sealed by a professional surveyor and mapper registered in Florida, and all required legal instruments.

- (a) *General.* The final plat shall be drawn with black drawing ink on linen tracing cloth, or equally durable material, using sheets ~~twenty (20) inches by twenty-four (24) inches~~ twenty four (24) inches by thirty six (36) inches. Each sheet shall have a marginal line completely around the sheet placed to leave a three-inch binding margin on the left and a one-inch margin on the other three (3) sides. Final plats shall meet all the requirements of Chapter 177, Florida Statutes, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than one (1) inch to one hundred (100) feet. All dimensions shall be to the nearest one-hundredth of a foot and angles to the nearest second of a degree.
- (b) *Plat Requirements.* The final plat shall constitute only that portion of the approved preliminary plan which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations. Eleven (11) copies of the final plat and seven (7) complete sets of the final engineering plans showing the following information, shall be provided:
 - (1) Title block to include the name of subdivision, the appropriate section, township, and range, and the words, "Seminole County, Florida."
 - (2) The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie.
 - (3) A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets.
 - (4) The location of all permanent reference markers (PRMs) in conformance with state statutes.
 - (5) A legend which defines all symbols, shows stated and graphic scale, and displays north arrow.
 - (6) Sufficient data to determine readily, and to reproduce on the ground, the location, bearing, and length of each street right-of-way line, boundary line, block line, and building line, whether curved or straight, adequately correlated with monuments and markers.
 - (7) The right-of-way lines, widths, and names of all streets and roads.
 - (8) The radius, central angle, chord, chord bearings and arcs of all curved streets, and curved property lines.
 - (9) Lot lines and lot and block numbers.

- (10) Proposed building setback lines from side, front, and back lot lines, if different than those specified by the Zoning Regulations of Seminole County.
 - (11) Location and width of canals and waterways.
 - (12) Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference said dedications shall be recited within the Dedication statement.
 - (13) The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions.
 - (14) Certificates as required by Chapter 177, Florida Statutes; of owners showing dedications; of surveyor confirming correctness; of Planning and Zoning Commission approval; of Board of County Commissioners' approval; and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with Florida Statutes, section 692.01 (for corporations), or Chapter 689 (for individuals).
 - (15) A certificate of joinder and consent and approval by mortgagee on the plat or as a separate instrument.
 - (16) A statement that reads: "NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County."
 - (17) A statement on the face of any plat for non-single- family residential development not having early encumbrance and reservation of the development's public facility capacity shall read: "NOTICE: See Seminole County Development Order Number _____, recorded in the Public Record Books of Seminole County, Florida, for contingencies as to public facility capacity encumbrance or reservation and other information."
- (c) *Engineering Drawings.* Seven (7) copies each of final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the Current Planning Office at the same time as Final Plat submittal:
- (1) Water system. Size, material, and location of water mains, plus valves and hydrants.
 - (2) Sewer system. Size, material, and location of lines, with submittal of profile where required.
 - (3) Storm water drainage facilities.
 - (4) Bulkheads.
 - (5) Streets.
 - (6) Sidewalks, bicycle paths, and pedestrian paths.
 - (7) Excavation and fill.
 - (8) Cross-sections at fifty-foot intervals or greater for off-site improvements as recommended by the Development Review Manager.
- (d) *Preliminary Subdivision Plan.* A copy of the approved preliminary subdivision plan shall be attached to each submitted copy of the final engineering plan.
- (e) *Additional Required Legal Submittals.* The approval of the Final Plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the County Engineer, Utilities Division, Development Review Manager and/or County Attorney as appropriate.

- (1) *Bonds.* The approval of any plat shall be subject to the subdivider guaranteeing the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines by filing a performance bond or bonds in the amount of one hundred ten (110) percent of the construction costs, including landfill. Cost for construction shall be 1) estimated by the subdivider's engineer or 2) a copy of the contract provided. The amount of the performance bond must be approved as adequate by the County Engineer, the Utilities Division, and/or their designee. In lieu of performance bonding, improvements may be installed following Final Plat approval and preceding Final Plat recording subject to the approval of the County Engineer, the Utilities Division, and/or their designee. In cases where improvements are installed prior to recording, a maintenance bond must be submitted to the County Engineer, the Utilities Division, and/or their designee. The Plat cannot be recorded until the maintenance bond is approved by the County Engineer, the Utilities Division, and/or their designee. Said maintenance bond shall only be required when the responsibility for maintenance of said improvements is to be transferred to the County or homeowners association. Where the improvements will neither be owned or maintained by the County or a homeowners association and ownership is retained by the developer a maintenance bond will not be required.

Bonding requirements may also be met by the following, but not limited to:

- (A) Escrow Deposit

Cashier's Check

Certified Check

- (B) Others, as approved by the Board of County Commissioners, which may include Developer-Lender-County Agreement for providing public improvements, assignment of Interest-Bearing Certificate of Deposit, Irrevocable Letters of Credit, or Developer's Agreement.

All financial institutions or other sureties executing documents on behalf of the developer for compliance with the conditions hereunder must be acceptable to County.

- (2) *Covenants.* Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- (3) *Title Certificate.* A certificate of ownership, signed by a licensed attorney at law or an abstract company, in form approved by the County Engineer, and showing:
- (A) Parties executing plat are owners of the land embraced by the plat.
- (B) All mortgages, liens, or other encumbrances.
- (C) Payment of Taxes. Prior to authorizing the recording of any plat the Planning Division shall be provided proof that all delinquent ad valorem taxes and all taxes that are due and payable which relate to the real property which is being platted have been paid.
- (D) Description of plat is correct.
- (E) No conflicting rights-of-way, easements, or plats exist.

- (4) *Public Disclosure.* In accordance with F.S. § 286.23, or its successor, any person or entity holding real property in any form of representative capacity including, but not limited to a partnership, a limited partnership, a corporation or a trust, shall, prior to conveying real property to the County, make all disclosures required by F.S. § 286.23, or its successor; provided, however, that if a person or entity claims to be exempt from such disclosure pursuant to State law, an affidavit attesting to said exemption shall be filed by the said person or entity.
- (5) *Documents, Deeds, Certificates and Bond Forms.* All documents, deeds, certificates and bond forms required pursuant to this section shall be submitted in a form as developed and approved by the County Attorney. Copies of standard forms shall be appended hereto for informational purposes.
- (f) *Other Required Submittals.*
 - (1) *Arbor Information.* The location of all trees within road rights-of-way and easements to be cleared will be submitted to the Arbor Section, Current Planning Office, if different information than shown on the Preliminary Plat. The Arbor Inspector shall recommend any necessary tree replacement at this stage.
 - (2) *Addresses.* Addresses shall be indicated in parentheses on each lot on one (1) separate copy of the Final Plat. Addresses will be obtained by the developer from the Land Development Division in accordance with the established addressing system.
 - (3) Letters will be submitted by all appropriate utility companies stating that all easements are adequate.
 - (4) Copies of all required Florida Department of Environmental Protection Water and Wastewater Permits.
 - (5) Copy of any required St. Johns River Water Management District Permit.

PART 6. - DESIGN STANDARDS

Sec. 35.61. General.

All lands included within the subdivision must be suitable for the various purposes proposed in the request for subdivision approval. Further, no subdivision plan may be approved unless the Board finds, after full consideration of all pertinent data, that the subdivision can be served adequately with such normal public facilities and services as are suitable in the circumstances of the particular case. In addition to the Design Standards below, all plans must comply with the Engineering Manuals described in Section 5.20 of this Code.

- (a) *Conformance with County policy.* The subdividing and development of any areas subject to this ordinance must conform to the adopted general goals and objectives of the Board with respect to the physical development of the County as set forth in various elements of the Comprehensive Plan of Seminole County and other requirements including:
 - (1) The most current Orlando Urban Area Transportation Study and adopted Seminole County Transportation Plan;
 - (2) County policies on water supply, waste disposal, and other essential utilities; and
 - (3) The Land Development Code, as amended.
- (b) *Use of natural features.* The arrangement of lots and blocks and the street system must make the most advantageous use of topography and preserve mature trees, wetlands and other natural features wherever possible. No subdivision may be approved that would result in the removal of over seventy-five (75) percent of existing trees, with trunk diameters of six (6) inches or greater, from any site, unless the Planning Manager finds that the development of the site would be severely restricted. Special consideration and credit must be given to the retention of trees having a trunk diameter of twenty-four (24) inches or larger. Special consideration must be given for Waterfront features and Shoreline protection as specified in Chapter 71 of this Code. Any person aggrieved by the decision of the Planning Manager, may request a waiver from this requirement, from the Board of County Commissioners.
- (c) *Consideration of soil and flood hazards.* A subdivision plan will not be approved unless all land intended for use as building sites can be used safely for building purposes without danger from flood or other inundation or from adverse soil or foundation conditions or from any other menace to health, safety, or public welfare. In particular, lands which are within the 100-year flood-prone areas, may not be subdivided and developed until proper provisions are made for protective flood-control measures and water-management facilities necessary for flood-free development and flood-free vehicular access to such sites. Each platted lot must have a buildable area equal to the minimum lot size requirement of the applicable zoning district and located above the 100-year floodplain elevation or wetlands line, whichever is higher. Any portion of the platted lot which lies below the 100-year floodplain elevation or wetlands line must be dedicated to the public as a drainage easement, a conservation

easement, or both. No filling or grade level change will be permitted which will adversely affect any surrounding area. Requirements for development within the 100-year floodplain are contained in the flood prone article of the Seminole County Zoning Regulations and the Seminole County Comprehensive Plan. The latest edition of the Seminole County Soil Survey is to be used as a guideline in identifying soil properties and interpretations for various uses in terms of soil limitations and soil features adversely affecting a particular use. In addition, the soil supplement is to be used in interpreting the basic properties of the soils in terms of their potential for a particular use. The following standards must be followed in areas of low and very low potential soils:

- (1) Lands where soils have very low potential and low potential for proposed uses, as identified in the Seminole County Soil Survey and its Soil Supplement, may not be developed unless:
 - (A) Health and safety hazards are not created.
 - (B) County maintenance of public facilities is not involved where the soil performance is low or unreliable without approved modifications.
 - (2) Unincorporated urban development is prohibited on soils with very low potential without approved modification.
 - (3) A public facility may not be constructed where the soil performance for the public facility is of low or very low potential, except in cases of overriding public interest.
 - (4) It is the policy of the County not to accept a dedication for public ownership or maintenance of utilities or roads constructed in areas where soil performance for the utilities or roads is of a low or very low potential without approved modifications.
- (d) *Finished floor elevation.* No platted lot may be approved unless it contains a suitable building site of sufficient elevation to permit construction utilizing a first-floor elevation based upon the following:
- (1) The elevation of the site must be at least one (1) foot above the 100-year flood-prone elevation, as determined by the County Engineer based upon the best available data. Where the floodway of any stream or river is defined, lots may be platted for residential use only if all parts of the platted lots located within the floodway are expressly limited to open space uses. Reduction of on-site drainage storage capacity is prohibited. Finished floor elevations will be established by utilizing Seminole County Vertical Control Datum.
 - (2) Provided that building lots are a reasonable level or slope toward a street, road, or right-of-way, the minimum finished floor elevation of any structure must be greater than or equal to sixteen (16) inches above the lowest crown of that portion of the adjacent street, road, or right-of-way upon which the structure fronts. On lots which slope away from a street or road with continuous slope toward a lake, stream, or water collection area and,

where positive drainage exists, the finished floor elevation of any structure must be greater than or equal to one (1) foot above finished site grade measured at the highest contour that abuts the building. Where necessary, swales must be constructed to divert run-off water around any structure to not adversely impact adjacent property owners.

- (3) Driveways or other areas of access to a building or structure must be sloped to prevent the runoff of surface water into any building or structure.

(e) Prior to the issuance of a Certificate of Occupancy, trees must be planted on new residential lots subject to the following requirements:

1. Tree quantity:

<u>Lot Size (in square feet)</u>	<u>Minimum Number of Canopy Trees</u>
<u><= 6,000</u>	<u>2</u>
<u>6,001-10,000</u>	<u>3</u>
<u>10,001-14,000</u>	<u>4</u>
<u>14,001-20,000</u>	<u>6</u>
<u>20,001-43,560 (1 acre)</u>	<u>9</u>

2. For lots greater than 1 acre, 9 trees shall be provided for each acre, prorated for fractional acres.
3. For lots of 10,000 square or less at least one of the required canopy trees must be in the front yard. For lots equal to or greater than 10,001 sq. ft., at least two of the required canopy trees must be in the front yard.
4. The canopy tree requirements may be met with trees planted in a tree lawn within the right of way that is contiguous with the lot line.

~~(f)~~(e)–Special considerations. Special consideration must be given in the layout of streets, lots, blocks, buildings, and easements to the preservation of large and specimen individual trees. Special consideration must also be given to preserving natural drainage methods and natural topography and landscape. Special consideration must be given to providing special screening, buffers, or berms where developments abut noncompatible land uses.

Chapter 40 – Site Plan Approval

Chapter 40 - SITE PLAN APPROVAL

Section 6. Amendments to Chapter 40, Site Plan Approval. Chapter 40 of the Land Development Code of Seminole County is amended as follows (underlines are additions, strikethroughs are deletions, and remaining text is unchanged):

PART 2. PROCEDURES FOR SECURING APPROVAL OF SITE PLANS

Sec. 40.14. Approval procedures.

(a) Based upon the information generated and/or the recommendations of the development review committee, the ~~Planning Manager~~ Development Services Director will approve, approve subject to stated conditions, or deny the site plan except as stipulated in the specific district requirements of the zoning regulations. Any person aggrieved by the decision of the ~~Planning Manager~~ Development Services Director may, in accordance with section ~~40.92~~ 40.172, file a written appeal with the ~~Current planning office~~ Planning and Development Division and have the site plan considered by the Board of County Commissioners.

PART 4. REQUIRED SUBMITTALS

Sec. 40.43 General Development and Proposed Improvements

(m) Additional data, maps, plans, and/or statements demonstrating compliance with Chapter 30, Part 68 Performance Standards.

PART 10. VARIANCES, APPEALS, AND VACATING OF RIGHTS-OF-WAY

Sec. 40.172. Appeals.

Any person aggrieved by a decision of the approving entity regarding a site plan may file a written appeal with the ~~current planning office~~ Planning and Development Division to have the plan considered by the Board of County Commissioners. The petition shall state fully the specific grounds for the appeal and all of the facts relied upon by the petitioner. The Board of County Commissioners shall consider only those items specified in the petition.

April 19, 2022

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Chapter 60 – ARBOR REGULATIONS

PART 1. - IN GENERALSec. 60.1. - Findings of fact and statement of purposes.

WHEREAS, trees are proven producers of oxygen, an essential element to the survival of man, and appreciably reduce the ever-increasing and environmentally dangerous carbon dioxide content of the air; and

WHEREAS, trees precipitate dust and other particulate airborne pollutants from the air; and

WHEREAS, trees transpire considerable amounts of water each day and thereby purify the air much like the air-washer device employed in commercial air conditioning systems; and

WHEREAS, trees play a vital role in neutralizing wastewater passing through the ground from surface to ground water table and aquifers; and

WHEREAS, trees, through their root systems, stabilize the ground water table; and

WHEREAS, tree leaves break the onslaught of pelting raindrops upon the soil surface and give the soil the opportunity to become saturated and, when fallen, cover the ground to keep the soil from drying out and decay thereby replacing minerals in the soil and enrich it to support later plant growth; and

WHEREAS, trees play a pronounced and important part in community-wide activities involving soil conservation, erosion control and flood control; and

WHEREAS, trees substantially contribute food and shelter for wildlife in the urban and suburban environment; and

WHEREAS, trees are an invaluable psychological counterpoint to the man-made urban and suburban setting and camouflage harsh scenery and unsightly city-scape and softening the outline of masonry, metal and glass; and

WHEREAS, trees increase the value of property and are a valuable property asset which can affect an area economically and beautify the land and breaking the monotony of endless sidewalks and miles of highways and streets; and

WHEREAS, trees protect the community from climatic extremes by providing shade and windbreak protection and by moderating temperatures within neighborhoods, parking lots, etc.; and

WHEREAS, tree removal impairs benefits to existing property owners in surrounding areas, impairs economic stability and the value of improved and

unimproved real property and causes increased surface drainage and soil erosion causing increased public costs; and

WHEREAS, the requirements of this article generally maintain a balance between important environmental concerns and compatible development. In so doing they:

- (1) Allow development while encouraging the establishment of tree coverage on public and private lands within unincorporated Seminole County.
- (2) Maintain existing trees in a healthy and non-hazardous condition through proper arbor practices.
- (3) Establish and maintain diversity in tree species and age classes to provide a healthy and sustainable urban/suburban forest; and

WHEREAS, Seminole County finds that it is in the best interests of the public to enact land development regulations controlling the removal of trees in Seminole County in order to retain as many trees as possible, consistent with the economic use of private property.

NOW, THEREFORE, this Chapter is hereby ordained.

Sec. 60.2. Scope.

The terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the county except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (2003 2021) and except as to developed single family lots of ~~five (5)~~ three (3) acres or less.

Sec. 60.3. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity, the Seminole County Tree Committee may:

- ~~(5)~~ (1) Implement a ~~Tree~~ an Urban Forestry Planting and Management Plan;
- ~~(6)~~ (2) Provide for designating and observing an Arbor Day, including a Proclamation relating thereto;
- ~~(7)~~ (3) Approve the annual re-certification as Tree County USA;
- ~~(8)~~ (4) Coordinate activities and programs with civic and public interest groups devoted to tree care and preservation;
- ~~(9)~~ (5) Hear appeals by aggrieved parties from decisions made by the ~~Planning and Planning Manager or Development Services~~ Director, or his or her designee; and
- ~~(10)~~ (6) Direct the enforcement of all provisions of this ordinance.
- ~~(7) Review and approve or deny requests to remove historic trees as defined in Chapter~~

2. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity the BCC may: The Seminole County Natural Resource Officer shall have the following duties:

- (1) Consider and ~~impose~~ recommend appropriate tree preservation conditions of approval for land use amendments, rezoning requests, and preliminary master plans;
 - (2) ~~Approve~~ Consider grading, tree replacement and tree protection provisions contained in final master plans and subdivision plats;
 - (3) Approve Historic and Specimen Tree ~~nominations~~ designations and permits for necessary removal of Historic and Specimen trees. Decisions by the Natural Resources Officers can be appealed to Planning Manager or Development Services Director; and
 - (4) ~~Increase citizen awareness of and community support for tree preservation and protection programs and objectives;~~
- ~~(11)~~ (4) Advise the Development Services Director regarding fund distribution of the Arbor Violation Trust Fund in support of these provisions.

Sec. 60.4. ~~Tree preservation during development and construction. - Permits required.~~

- (a) ~~In order~~ It shall be unlawful for any person to prevent destruction of, or damage cause damage to, trees, trees not designated for destroy, permanently injure, or remove any protected tree as defined in this article without first obtaining a tree removal may be required by the terms of the permit to be protected by barrier zones. Protective barriers shall be erected prior to any land clearing or construction of any structures, roads, utility service, or other improvements and may be required by the terms of the permit to comply with the following:
- ~~(1) — Protective posts (two (2) inches by four (4) inches or larger wooden post, two (2) inches outer diameter or larger galvanized pipe, or other post material of equivalent size and strength rebar shall not be used as a protective post) shall be implanted deep enough in the ground to be stable and with at least three (3) feet of the post visible above the ground;~~
 - ~~(2) Protective posts shall be placed at points not closer than the drip line of~~ or otherwise establish that the protected tree, with the posts being not further than six (6) feet apart, except that pedestrian access may be allowed within this line as needed during construction but, in no case, shall access be permitted closer than five (5) feet to the trunk; qualifies for an exception or exemption as provided in this article.
- (b) Nothing contained in this ordinance shall be deemed to impose any liability upon the county, its officers, or employees, nor to relieve the owner of any private property from the duty to keep any tree upon any area of his/her property or under his/her control in such

condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any private road or public right-of-way, park, or other public place within the county.

- (c) Nothing contained herein shall prevent a property owner from maintenance or trimming trees on his/her property. In fact, proper trimming is a necessary responsibility of every property owner such that no severe tree trimming occurs.

(Ord. No. Code 1965, § 19A-43; Ord. No. 85-33, § 3, 12-9-85; Ord. No. (3)—All protective posts shall be linked together (fencing at least three (3) feet high, two (2) courses of rope not less than one-half (½) inch in diameter or a chain of comparable size, or other material of equivalent visibility), and each section shall be clearly visible (flagged with yellow plastic tapes or other brightly colored weatherproof marker);

(4) All existing trees to remain and replacement stock shall have the natural soil level maintained from the trunk to the drip line of each tree. Permanent tree wells, retaining walls or planter islands shall be provided, when found to be necessary by the Planning and Development Director, or his or her designee, to maintain the existing natural soil levels. Insofar as practicable to maintain a reasonable beneficial use of the property, natural drainage to such trees shall be maintained. No grade changes shall be made within the protective barrier zones, without prior approval by the Planning and Development Director, or his or her designee;

(5) Protective barrier zones shall remain in place and intact until such time as landscape operations begin or construction is complete, whichever occurs first;

(6) Landscape preparation in the protected area shall be limited to shallow disking of the area, however, no disking shall occur within five (5) feet of the trunk or above ground roots.

(b) No building materials, machinery or temporary soil deposits shall be placed within protective barrier zones defined in subsection (a) above;

(c) No attachments or wires other than those of a protective or non-damaging nature shall be attached to any tree;

(d) Trenching of any type should be avoided in the protective barrier zone. Where underground installations are conducted adjacent to the trunks of trees to be preserved, tunneling should be utilized to the maximum practicable extent. When trenching or tunneling occurs near trees to be protected, protective measures should be taken in accordance with the Tree Protection Manual for Builders and Developers published by the Florida Department of Agriculture and Consumer Services which is adopted herein by this reference thereto;

(e) The Planning and Development Director, or his or her designee, shall conduct periodic inspections of the site before work begins and during clearing, construction and post-

~~construction phases of development in order to insure compliance with this Code and the intent of this chapter. Trees that are destroyed or which are subject to major damage, as determined by the Planning and Development Director, or his or her designee, shall be replaced in accordance with the requirements of this ordinance before occupancy unless removal has been permitted by the County. Sec. 60.5. - Exemptions.~~

The following exemptions are self-executing, but any person desiring a document attesting to such exemption may make application to the ~~Planning and Development Services~~ Director, or his or her designee. If deemed necessary the property shall be inspected to confirm that the specified activity is, in fact, exempt. If the activity is determined to be exempt, the ~~Planning and Development Services~~ Director, or his or her designee, shall place on record the basis for the same, including all statements and documents submitted by the applicant and shall describe with particularity the precise activities exempted.

- (a) *Emergencies.* In the event that any tree endangers health or safety and requires immediate removal, such as, but not limited to, the cutting of emergency fire lanes by fire-fighting units, verbal authorization may be given by the ~~Planning and Development Services Director~~, or his or her designee, and the tree may be removed without obtaining a written permit as herein required. Such verbal authorization shall later be confirmed in writing;
- (b) *Nurseries.* All state-approved, governmental and private plant or tree nurseries and botanical gardens are exempt from the terms and provisions of this chapter only in relation to those trees which are planted and growing for the sale or intended sale to the general public in the ordinary course of business or for some public purpose;
- ~~(c) *Pruning.* Normal pruning (less than twenty-five (25) percent of the canopy) of trees, when conducted in accordance with the adopted "Tree Pruning Standards" of the National Arborist Association, are exempt from the terms and provisions of this chapter, except that the following pruning practices are not permitted and constitute a violation of this chapter requiring replacement of the trees subjected thereto in accordance with the replacement requirements of this chapter:~~
 - ~~(1) *Hat-racking:* the severe trimming of trees in which most branches are cut and few branches with leaves remain;~~
 - ~~(2) *Lollipoping:* the severe trimming of trees to create a non-natural shape.~~

~~Trees planted and maintained as topiaries which are not part of the required landscaping are exempt from these pruning restrictions.~~
- ~~(d)~~-(c) *Agricultural uses.* Activity of a bona fide farm operation on land classified as agricultural land pursuant to Section 193.461, Florida Statutes (2003 2021), is exempt from this chapter 60 if such activity is regulated through implemented best management

practices, interim measures, or regulations developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district and adopted under chapter 120 as part of a statewide or regional program; or if such activity is expressly regulated by the United States Department of Agriculture, the United States Army Corps of Engineers, or the United States Environmental Protection Agency.

~~(e)—(d)~~ *Exotic trees*. All tree species listed as Category I or Category II invasive exotics in the Florida Exotic Pest Plant Council's List of Invasive Species, ~~including the following species of trees,~~ shall be exempt from the provisions of this chapter.:

- ~~(1) Acacia (Acacia species);~~
- ~~(2) Australian Pine (Casuarina species);~~
- ~~(3) Brazilian Pepper (Schinus terebinthifolius);~~
- ~~(4) Cajeput Tree or Punk Tree (Melaleuca quinquenervia);~~
- ~~(5) Camphor (Cinnamomum camphora);~~
- ~~(6) Chinaberry (Melia azedarach);~~
- ~~(7) Chinese Tallow Tree (Triadica sebifera);~~
- ~~(8) Ear Tree (Enterolobium cyclocarpum)~~
- ~~(9) Eucalyptus (Eucalyptus robusta)~~
- ~~(10) — Flamegold Tree (Koelreuteria elegans);~~
- ~~(11) — Guava (Psidium species);~~
- ~~(12) — Jacaranda (Jacaranda acutifolia)~~
- ~~(13) — Java Plum (Syzygium cumini);~~
- ~~(14) — Mimosa (Albizia julibrissin);~~
- ~~(15) — Paper Mulberry (Broussonetia papyrifera);~~
- ~~(16) — Rosewood (Dalbergia sissoo);~~
- ~~(17) — Silk Oak (Grevillea robusta);~~
- ~~(18) — Tung Oil Tree (Aleurites fordii);~~
- ~~(19) — Umbrella Tree (Schefflera actinophylla); and~~
- ~~(20) — White Lead Tree (Leucaena leucocephala).~~

~~(f)—(e)~~ *Disasters*. In the case of emergencies such as hurricane, hailstorm, windstorm, flood, freeze, or other disasters, the requirements of this chapter may be temporarily waived by the ~~Planning and Development Services~~ Director, or his or her designee, or the Public Safety Director. At the earliest possible meeting of the board, findings shall be presented to the board establishing that such waiver was necessary so that public or private work to restore order in the county would not be impeded. Said waiver must be for a time certain and may not be for an indefinite period;

~~(g)~~ (f) Dead or declining trees. Dead or declining trees, as determined by a certified arborist are exempt from the terms of this chapter.

(g) State Laws. Any property designated by State Law that mandates additional or alternative tree or arbor requirements and procedures. If said laws are repealed, single family residential lots under two (2) acres are exempt from these provisions.

(h) Protected Trees: Trees less than 6" DBH and palm trees are exempt.

ENTIRE LOGGING SECTION MOVED TO END OF SECTION

60.6 - Jurisdiction of article.

~~The terms and provisions of this article shall be submitted with all applications for logging permits unless waived by~~ apply to all real property lying within the unincorporated areas of the county.

Sec. 60.7 Planning and - Variance, appeal and penalty.

~~(a) Deviations from regulations. The Development Services Director, or his or her designee, based upon his or her determination that submission of a plan may grant deviations from any provision of this article where the strict application of the provision to a particular site would not further the public interests based upon future development conditions that will relate to the site. The Planning and create a substantial economic hardship. In all cases, reasonable efforts must be made to preserve trees per this article. The Development Services Director, or his or her designee, may grant deviations from any provision of this article only when the applicant demonstrates that the purposes of this article will be or has been achieved by other means. If the Development Services Director, or his or her designee, upon receipt of said application, may require such additional information as deemed necessary to meet the intent and purposes of this chapter; denies a request for deviation from this article because the applicant did not demonstrate that the purposes of the article will be or has been achieved by other means, then the applicant may appeal the decision to the Board of County Commissioners.~~

~~(c) The Planning and Development Director, or his or her designee, may, in granting a logging permit, place such reasonable conditions or restrictions upon the same as deemed necessary to:~~

- ~~(1) Protect trees not permitted to be logged;~~
- ~~(2) Buffer logging operations from waterways, parks, and residentially designated, zoned, occupied or used lands;~~
- ~~(3) Guarantee restoration of terrain to a degree necessary for the prevention of erosion and protection of flora;~~
- ~~(4) Prevent pollution;~~
- ~~(5) Insure reforestation, if part of the management plan;~~

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- ~~(6) Preserve historic trees;~~
 - ~~(7) Otherwise promote the intents and purposes of this chapter.~~

~~(d) Notwithstanding anything herein to the contrary, no person shall:~~

- ~~(1) Destroy, damage or log any trees which have been designated by the county or other appropriate agency as threatened, endangered or historic; or~~
 - ~~(2) Conduct logging operations within fifty (50) feet of any lands that are residentially designated, zoned, used or occupied.~~
- ~~60.5.2. Authority to require removal of trees.~~

~~The Board of County Commissioners may, after such notice as is reasonable under the circumstances, order the removal of dead, damaged or diseased trees on private or public property when such trees:~~

- ~~(1) Constitute an imminent threat to life or (b) Variance. Upon application by the property; or~~
- ~~(2) Harbor pest insects which threaten other trees in the area; or~~
- ~~(3) Are diseased with a disease that threatens other trees in the area.~~

~~The owner of the property upon which the tree is located shall remove the tree within the time specified by the Board. Failure to comply with the Board's order shall authorize the County to enter upon the property and remove the tree and bill the owner for the expense thereof.~~

~~Sec. 60.6. Variances.~~

~~The, the preservation of any tree on the preferred tree replacement species list with a trunk diameter of identified as a protected tree over twenty-four (24) inches and greater measured four and one-half (4½) feet above the ground [Diameter at Breast Height (DBH)]DBH may be considered as the basis for the Planning and Development Director, or his or her designee, granting of a variance from the required replacement ratios or the literal application of the provisions of this chapter. Conditions of a variance so granted shall be made a part of the arbor permit. Sec. 60.7. Appeals.~~

~~Any affected person, as hereafter defined, aggrieved by any decision made in the application of this chapter may file a written appeal with the Tree Committee in accordance with the provisions of this section. Pursuant to the county's land development regulations a. An "affected person" is the person, firm, corporation or other legal entity making an application for a permit pursuant to this Chapter or that is the subject of any enforcement action pursuant to this Chapter.~~

- ~~(a) The appeal shall be filed not later than fifteen (15) days from the date on which the disputed decision was rendered;~~
- ~~(b) The fee for filing an appeal shall be paid when the appeal is filed. The amount of the fee shall be established by resolution of the Board of County Commissioners.~~

~~(c) The hearing on the appeal shall be held within sixty (60) days of the date of filing of the appeal.~~

~~(d) After a full and complete hearing on the appeal, the Tree Committee shall, within fifteen (15) days of said hearing, render its decision in writing either affirming, overruling, or modifying the decision of the administrative official, agency or body variance to site development and landscape requirements may be granted to allow for the preservation of a healthy specimen tree as defined in this article.~~

~~Sec. 60.8. Effect of violations upon building permits and final approvals.~~

~~No building permits shall be issued on lands where violations of this chapter are found to exist by the Planning and (c) Enforcement Official. The Development Services Director, or his or her designee, until such time as appropriate remedial action is approved by the code enforcement officer, or other county. Final approval designees shall not be given empowered to any construction until all violations have been corrected.~~

~~Secs. 60.9—60.20. Reserved~~

~~PART 2. CUTTING, DESTRUCTION, REMOVAL, ETC.~~Sec. 60.21. Permit required.

~~No person shall, directly or indirectly, cut down, destroy, remove, move, or effectively destroy through damaging, or authorize the cutting down, destroying, removing, moving, or damaging any living trees situated on property described herein without a permit as herein provided. No County official, employee or agent shall issue a permit provided citations and evaluate a site for herein in violation of the requirements of this chapter its compliance with this article and Chapter 53 of the Seminole County Code.~~

~~(§ 8.21, LDC, through Supp 16; § 9, Ord. No. 94-5, 3-22-94).~~

~~Sec. 60.(d) Appeals. Any person adversely affected by the decision of a county official in the enforcement or interpretation of this article may appeal such decision to the BCC within thirty (30) days. Such appeal shall be made by requesting a hearing in writing to the Development Services Director, or his or her designee. Such request shall include a summary of the decision being appealed and the basis for the appeal. Any person adversely affected by the BCC's decision may file a petition for a writ of certiorari in the Circuit Court of the County.~~

~~(e) Penalty for violation. Violations of this article shall be subject to the following:~~

- ~~(1) Where violations of this article have occurred, remedial action shall be taken to restore the property consistent with a restoration plan approved by the Development Services Director, or his or her designee. The restoration plan shall include payment of the required application fee, require tree replacement, and require mitigation of any other damage to the property. Remedial action must be taken within 60 days of receipt of notice of violation or as approved by the Development Services Director, or his or her designee.~~

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- (2) No certificate of occupancy or certificate of completion shall be issued for any development until all applicable permits or restoration plan conditions have been accomplished.
- (3) Trees removed without a permit or destroyed or which received major damage in violation of section 60.8 must be replaced before the issuance of a certificate of completion or certificate of occupancy by any or any combination of the following:
- a. A comparable size and type tree;
 - b. Replacement at a two (2) to one (1) ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed, destroyed or damaged. Replacement trees shall be chosen from the canopy trees listed in Sec. 30.1236; or
 - c. Payment into the Arbor Trust Fund in an amount equal to the cost of the two (2) to one (1) caliper ratio replacement per section 60.7(e)(3)b, above.
- (4) Specimen trees removed without permit or destroyed or receiving major damage in violation of section 60.8 must be replaced by any of or any combination of the following:
- a. Replacement at a four (4) to one (1) ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the specimen trees removed. Replacement trees shall be chosen from the canopy trees listed in Sec. 30.1236. All trees shall be installed before issuance of a certificate of completion or certificate of occupancy; or
 - b. Payment into the Arbor Trust Fund in an amount equal to the cost of the four (4) to one (1) caliper ratio replacement per section 60.7(e)(4)a. above.
- (5) Failure to comply with required remedial action shall be referred to the Code Enforcement Board.
- (6) If the County Code Enforcement Board finds any person in violation of any provision of this article or any condition of any permit issued pursuant to this article, then that person shall be subject to the tree replacement requirements of section 60.7(e) or penalties as described in 60.7(e). Each tree, removed, damaged or destroyed, may constitute a separate offense and violation of this article. Each day that a violation of any provision of this article or any permit condition is allowed to continue, including the failure to replace any tree removed, damaged or destroyed pursuant to the provisions of this article, may constitute a separate offense and violation of this article.
- (f) Rules and regulations. The BCC is hereby authorized to adopt by resolution such rules and regulations as are necessary or proper to implement this article.
- (g) Tree replacement fees. To cover the cost of replacing the trees, including materials and labor, fees shall be paid into the Arbor Trust Fund and are established at a rate per caliper inch basis (insert reference to fee schedule here). Trees removed without a permit or destroyed or which received major damage in violation of section 60 will require a replacement fee two times the fee established in the fee schedule.

60.8. - Tree protection and maintenance during and after development and construction.

- (a) Following development approval, it shall be unlawful for any person, during the construction of any structures or other improvements, to place solvents, material, construction machinery or soil deposits within the drip-line of any tree which is designated to remain.
- (b) It shall be the responsibility of the permittee to ensure that any tree or stand of trees designated to remain be protected with protective barriers during construction. Barriers for the designated protected trees shall be in place prior to any land clearing occurring near protected trees designated to remain. The property owner shall guarantee survival of retained or replacement trees for one (1) year from the issuance of a certificate of completion, or until the issuance of a certificate of occupancy on single-family residential lots. All trees installed to meet the requirements of this article shall be planted and irrigated in accordance with section 30.1226.
- (c) Protective barriers shall be placed at points not closer than six (6) feet from the base of the tree or at the radius of distance of one (1) foot radius for every one (1) inch of diameter of tree or stand of trees, whichever is greater to a maximum of twenty four (24) feet from the center of the tree. If circumstances exist that require encroachment of the drip-line, the Development Services Director, or his or her designee may use discretion in allowing the barriers to be placed closer to the tree trunk. No attachments or wires other than those of a protective or nondamaging nature shall be attached to any tree.
- (d) Protective barriers shall consist of three (3) foot tall temporary fencing with posts spaced six (6) feet apart and linked together with brightly colored net fence fabric.
- (e) The Development Services Director, or his or her designee may conduct periodic inspections of the site. It is the responsibility of the property owner and the permittee to ensure that all provisions of this article are met.
- (f) Impervious surfaces placed beneath the drip line of any preserved tree shall not exceed forty percent (40%) of the drip-line area and shall not be placed closer than six feet from the trunk of any such trees without prior approval from the Development Services Director, or his or her designee.
- (g) All preserved trees shall have their natural soil level maintained. Tree wells and/or planter islands shall be provided, if necessary, to maintain the natural existing soil level of at least seventy-five percent (75%) of the drip line.
- (h) Trees planted or retained as required by this article shall not be trimmed or severely pruned so as to appear stunted. Trees shall be pruned as needed to maintain health and form in such a way that retains or improves the natural form of that tree species. All tree pruning shall be conducted according to the latest edition of the Natural Arborist Association Standards. Trees damaged or destroyed due to improper trimming or severe pruning shall be replaced in accordance with section 60.7.

60.9. - Recommended, replacement, restricted, and specimen trees.

(a) *Recommended stock.* The following tree replacement species are suggested because they are native to the region and/or their proven performance in Central Florida. The canopy trees listed in Chapter 30 Part 14 Approved Plant List Table or from the Florida Friendly Landscaping Guide may be used as replacement stock without prior approval.

All other replacement trees must be approved by the Development Services Director, or his or her designee.

(b) *Restricted stock.* All plants listed on the Florida Exotic Pest Plant Council list, categories I and II may not be used as replacement stock within the unincorporated areas of the county due to their exotic invasive nature or otherwise undesirable characteristics.

(c) *Specimen trees.* Reasonable efforts should be made to preserve specimen trees. A permit to remove a specimen tree shall be granted when one or more of the following items do not allow for reasonable options to preserve the tree(s):

- (1) Grading and drainage requirements within the drip line of canopy trees;
- (2) The construction of a building;
- (3) The installation of required utilities; or
- (4) Access to and immediately around proposed structures.

If approved for removal by the Development Services Director, or his or her designee, specimen trees shall be replaced at a ratio of two (2) to one (1) of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed. Commercial lots under ten thousand (10,000) square feet shall be required to replace specimen trees at a one-to-one ratio of the cumulative caliper of the trees installed to the cumulative DBH of the trees removed.

(d) *Replacement.* Protected trees identified for removal on the tree survey, shall be replaced by trees identified as canopy trees listed in Chapter 30, Part 14, Approved Plant List Table. Replacement trees may include trees planted in landscape areas, open spaces and on individual lots.

- (1) Replacement of non-specimen trees shall be based on a one-to-one ratio of the cumulative DBH of the trees to be removed to the cumulative caliper of the trees to be installed. (For example: a 21" DBH tree to be removed shall be replaced by seven (7) 3" Caliper trees or three (3) 7" Caliper trees, or any combination of replacement trees that total the total DBH removed.) Specimen trees shall be replaced on a two-to-one ratio of the cumulative caliper of the trees to be installed to the cumulative DBH of the trees removed. Notwithstanding the replacement requirements of this paragraph, section 60.9(d), no applicant may be required to replace more than ninety caliper inches per acre (prorated for fractional acres) for each development approval or permit, as the case may be, upon demonstration that the applicant has avoided the removal of protected trees to the maximum extent practicable. The replacement requirements of this paragraph shall not apply to pine trees harvested during a *bona fide* silvicultural operation.

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- (2) All replacement trees are to be Florida Nursery Standard #1 or better.
 - (3) Canopy trees used for replacement shall be a minimum of ten (10) feet in height and have a caliper no less than three (3) inches.
 - (4) Understory trees shall not make up more than twenty-five percent (25%) of the total number of trees planted to meet the required replacement for the site. Understory trees used for replacement shall be a minimum of four (4) feet in height and have a caliper no less than one and a half inches.
 - (5) Palm trees listed in the recommended stock may be used as replacement trees with the following ratio: one (1) inch of palm caliper = .33 inches of canopy or understory tree. Palm trees may not account for more than 20% of the required replacement trees.
 - (6) Healthy, as determined by a certified arborist, preserved trees on site, including protected trees and trees listed as canopy trees in Sec. 30.1236, shall count toward meeting the replacement requirements of this section per the following:
 - a. The cumulative DBH of specimen trees preserved on site shall count two (2) to one (1) toward meeting the total replacement requirement.
 - (7) Trees located within a designated conservation area shall not count toward replacement requirements of this article.
 - (8) If the Development Services Director determines that the number of trees to be planted is unfeasible, then the applicant can account for the remainder of the required caliper inches by paying the fee per caliper inch (insert reference to fee schedule) into the Arbor Trust Fund.
 - (9) When ten (10) or more trees are required to be planted on a site to meet the requirements of this chapter, a mix of trees shall be provided at least one (1) of which shall be native to the Central Florida Region and no single tree species may constitute more than fifty (50) percent of the trees planted. The minimum number of species to be planted is set forth below.

REQUIRED MIX OF
TREE SPECIES

Required Number of Trees Planted	Minimum Number of Species
10—20	2
21—30	3
31—40	4

41+	5
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Sec. 60.22- 10. –Permit application and Procedures–

The following procedures shall be followed and shall govern the granting of all permits pursuant to this chapter:

- (a) *Application.* Permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application in a form prescribed by the ~~Planning and Development~~ Services Director, or his or her designee, to the following appropriate public bodies:

- (1) In the case of a subdivision development, an application for an arbor permit shall accompany the preliminary subdivision plan of said subdivision and shall be submitted to the Development Review Division for review. The Development Services Director, or his or her designee, shall have final authority over the approval or denial of applications for permits in such instances. Approval of the final engineering plans shall constitute approval of the arbor permit, provided however that no clearing pursuant to the arbor permit shall commence until the site permit has been issued for the final engineering plans;

~~The arbor permit submittal information included with the preliminary subdivision plan may be limited to an aerial photograph or drawing of the areas where trees are proposed for removal or relocation. Upon submittal of final engineering plans for a subdivision, the applicant shall provide all information required in Section 60.22(b) and (i). The Planning and Development~~

- (2) In the case of any development which requires site plan approval by the Planning and Zoning Commission, the Board of County Commissioners, or both; permits for removal, relocation or replacement of trees covered herein shall be obtained by making application at the time of site plan submittal to the board charged by law, ordinance or regulation with the approval of said site plan. In those cases where a site plan is required to be approved by both the Planning and Zoning Commission and the Board of County Commissioners, the decision of the Planning and Zoning Commission with respect to the ~~tree~~ arbor permit application shall be recommendatory only, and the Board of County Commissioners shall make the ultimate decision as to whether to grant or deny said application for permit. Staff

evaluation of the appropriateness of the application will be included in their recommendation to the Board of County Commissioners and approval of the site plan shall constitute approval of the arbor permit;

- (3) In the case of a vacant single family lot development involving tree removals, an application for an arbor permit shall accompany the building application for said lot and shall be ~~submitted to the Building Division for approval~~ reviewed and approved by the Natural Resource Officer; or
- (4) In all cases, other than those described in subsections (1), (2) and (3) above, permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application to the Planning Division.

- (b) *Submittals.* All applications shall be accompanied by such permit fee as shall, from time to time, be established by duly adopted resolution by the Board of County Commissioners; provided, however, that governmental agencies are exempted from permit fees. Each application for a permit to remove, relocate or replace trees covered herein shall be accompanied by a written statement indicating the reasons for removal, relocation or replacement of trees and ~~two (2) copies~~ one (1) copy of a legible site plan drawn to the largest practicable scale, ~~but need not be certified by a registered surveyor, indicating with the following information:~~

~~(1) Location of all existing or~~ (1) A sealed or certified tree survey prepared by a professional surveyor. The tree survey shall have been completed within two (2) years from the date of the application. Each survey shall indicate the following information:

a. Property boundaries.

b. All protected trees described and preserved trees, as defined in this article, shall be identified with the following information:

1. Location.

2. DBH.

3. Common name.

4. Identification of specimen trees, if appropriate.

(2) In addition to the tree survey, each tree removal application or request shall provide a landscape prepared by a professional landscape architect containing the following information:

a. A table based on caliper inches that lists the surveyed trees proposed for protection and removal

b. An indication of the trees to be preserved and protected.

c. Identification of existing utilities and proposed easements.

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- d. Identification of waterbodies, wetland and other conservation areas.
 - e. An indication of existing and proposed improvements to the site, including proposed grading plan;
 - f. A table based on caliper inches that lists and sums the removed trees, the tree replacement calculations and any potential tree mitigation calculations, including a schedule of trees to be planted indicating species, size, caliper, and location per section 60.9.
 - g. Location of all existing and proposed structures, improvements and site uses, properly dimensioned in reference to property lines, setback and yard requirements in spatial relationship;
- ~~(2) Proposed changes, if any, in site elevations, grades and major contours;~~
- ~~(3) Location of existing or proposed utility services and easements;~~
- ~~(4) Location of all trees on site which have a minimum DBH of three (3) inches designating the trees to be retained, removed, relocated, or replaced.~~ h. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number and type of trees noted when they are to be removed, relocated or replaced. Trees with a DBH of twenty-four (24) inches and greater shall be identified by species and diameter measurement. Trees to be removed, relocated or replaced shall be labeled by (common or botanical name) on the site plan;
- ~~(5) Tree information required above shall be summarized in legend form on the plan and shall include the reason for the proposed removal, relocation or replacement; and~~
- ~~(6) Applications involving developed properties may be based on drawings showing only that portion of the site directly involved and adjacent structures and landscaping on natural growth incidental thereto.~~
- (c) *Tree preservation.* For trees that are to be saved or retained, each application must contain a statement of how these trees or tree areas are to be protected during construction and landscape operations;
- (d) *Application review.* Upon receipt of a proper application, the appropriate body or agency shall review said application. The review may include, but need not be limited to, a field check of the site and referral of the application for recommendations to other appropriate administrative departments or agencies. The designated public agency or body shall take all steps to assure that a decision is made on the application within thirty (30) days; provided, however, that, in the case of site plan approval, a decision on an application shall be made within the time required for site plan approval; and provided,

further, however, that, if more time is required to process any application, a request in writing stating a specified extension of time shall be made to the applicant for his or her approval. If the request for extended process time is rejected by the applicant, an approval, conditional approval or denial of the application shall be issued without undue delay; provided, further, however, that expiration of the review time does not entitle the applicant to remove the trees which are the subject of the application;

~~(e) *Issuance of permits for removal.* No permit shall be issued for tree removal unless one (1) of the following conditions exists:~~

- ~~(1) The tree is located in a buildable area, yard area or right-of-way where a structure or improvement is to be placed and for which a permit application has been filed, and/or it unreasonably restricts the permitted use of the property;~~
- ~~(2) The tree is diseased or injured or in danger of falling on pedestrians, vehicular traffic or in such proximity to existing or proposed structures so as to endanger such structures;~~
- ~~(3) The tree interferes with utility services or creates unsafe vision clearance;~~
- ~~(4) The tree is diseased or infested with a condition that will require removal of the tree to prevent the transmission of the disease or infestation.~~

~~(f) *Relocation or replacement.* As a condition of the granting of a permit, the applicant may be required by the Planning and Development Director, or his or her designee, to relocate or replace (with authorized replacement trees) the trees being removed. Replacement trees, when required, will be provided based on the DBH of the trees being removed and the caliper (trunk diameter measured one foot above the ground) of the replacement stock trees. A site plan depicting the proposed location of the replacement trees is required as part of the permit application. The replacement standards below will apply, provided, however, that under no circumstances shall the number of required replacement trees exceed 250 trees per acre.~~

~~TREE REPLACEMENT STANDARDS~~

~~In determining the required relocation or replacement of trees, the following shall be considered:~~

- ~~(1) Existing tree coverage;~~

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- ~~(2) Number of trees to be removed and retained. Special consideration will be given to the retention of Florida native species and trees with a DBH of twenty-four (24) inches or larger;~~
 - ~~(3) Area to be covered with structures, parking, and driveways;~~
 - ~~(4) Topography and drainage of the site and its environs;~~
 - ~~(5) Character and ecology of the site; and~~
 - ~~(6) Characteristics and amount of trees, shrubs and grass proposed for planting on the site by the applicant. Special credit may be given in consideration of planting of trees that exceed the minimum diameter requirements or are selected from the "Preferred Tree Species" list.~~

~~(g) *Alternatives to standard tree replacement.* If the total number of trees required cannot be reasonably accommodated on a site, the total caliper inches shall be met by the placement of fewer, but larger, trees on the site, as approved by the Planning and Development Director, or his or her designee;~~

~~(h) — When ten (10) or more trees are required to be planted on a site to meet the requirements of this chapter, a mix of trees shall be provided at least one (1) of which shall be native to the Central Florida Region and no single tree species may constitute more than fifty (50) percent of the trees planted.~~

~~(i) — *Permit form.* Permits shall be issued in such form as may be prescribed by the Planning and Development Services Director, or his or her designee, and may set forth in detail the conditions upon which the permit is granted. One (1) permit may cover several trees or groups of trees as long as the same can be clearly identified thereon; provided, however, that, no permit may be issued for more than one (1) parcel or area of land unless said parcels or areas of land are contiguous to one another; and~~

~~(j)—(f) *Permit expiration.* Any permit issued under this ordinance shall automatically expire twelve (12) months after issuance, or, when issued as part of a building permit, at the time of expiration of the building permit, whichever is later.~~

~~(k)—(g) *Stop Work Order.* Whenever any work is being done contrary to the provisions of this ordinance, the Planning and Development Services Director, or his or her designee, may order the work stopped by serving written notice on the holder of the permit or the person(s) at the work site.~~

~~Sec. 60.23. Replacement stock 5.1. - Logging.~~

~~(a) Except as to activity conducted on land classified as agricultural land pursuant to Section 193.461, Florida Statutes (2003), no person shall engage in logging operations without first obtaining a logging permit.~~

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- (b) Each application for a logging permit shall comply with all applicable conditions and recommendations outlined in the Florida Department of Agriculture and Consumer Services' publication titled "Silviculture Best Management Practices". Applications shall describe in detail the lands to be logged, the size and types of trees to be logged, the term of operations, the months during which trees will be logged, the procedures for safeguarding trees not to be logged, procedures for restoration of altered terrain, procedures for preventing erosion and pollution, and to what extent reforestation is to occur. ~~(a) In all cases wherein this chapter requires replacement of any tree removed, said replacement shall be made with "replacement stock." Replacement stock is hereby defined as any immature tree, other than palm trees, with a minimum diameter of two (2) inches at one (1) foot above ground level (i.e. two (2) inch caliper) and having a height of at least eight (8) feet. Replacement stock shall be maintained by the permittee until replacement stock meets the definition of a tree as defined in Chapter 2. Any dead or substantially damaged tree under maintenance shall be replaced with same kind within thirty (30) days of notification. Trees listed as Category I or Category II invasive exotics identified in the Florida Exotic Pest Plant Council's List of Invasive Species shall not qualify as replacement stock.~~
- ~~(b) The following suggested tree replacement species were selected for their hardiness, disease or pest resistance. It is not the intent to limit acceptable species (except as herein set forth), but rather to provide adequate guidelines in the selection of replacements. All replacement trees shall be Florida Nursery grade Number 1. Tree species must be approved in advance by the Planning and Development Director, or his or her designee, except for the following trees which may be used as replacement stock without prior approval:~~

Preferred Tree Species List

- ~~(1) American Elm (Ulmus americana);~~
- ~~(2) American Holly (Ilex opaca);~~
- ~~(3) American Hornbeam (Carpinus caroliniana);~~
- ~~(4) Box Elder (Acer negundo);~~
- ~~(5) Bald Cypress (Taxodium distichum);~~
- ~~(6) Carolina Basswood (Tilia americana var caroliniana);~~
- ~~(7) Dahoon Holly (Ilex cassine);~~
- ~~(8) Devilwood (Osmanthus americanus);~~
- ~~(9) Laurel Oak (Quercus laurifolia);~~
- ~~(10) ——— Live Oak (Quercus virginiana);~~
- ~~(11) ——— Loblolly Bay (Gordonia lasianthus);~~
- ~~(12) ——— Loblolly Pine (Pinus taeda);~~
- ~~(13) ——— Longleaf Pine (Pinus palustris);~~
- ~~(14) ——— Persimmon (Diospyros virginiana);~~
- ~~(15) ——— Pignut Hickory (carya glabra);~~

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- ~~(16) — Pond Cypress (Taxodium ascendens);~~
 - ~~(17) — Pond Pine (Pinus serotina);~~
 - ~~(18) — Red Bay (Persea borbonia);~~
 - ~~(19) — Red Maple (Acer rubrum);~~
 - ~~(20) — Sand Live Oak (Quercus geminata);~~
 - ~~(21) — Scrub Holly (Ilex opaca);~~
 - ~~(22) — Silk Bay (Persea humilis);~~
 - ~~(23) — Slash Pine (Pinus eliottii);~~
 - ~~(24) — Southern Magnolia (Magnolia grandiflora);~~
 - ~~(25) — Southern Red Cedar (Juniperus silicicola);~~
 - ~~(26) — Swamp Tupelo (Nyssa sylvatica biflora);~~
 - ~~(27) — Sweetbay (Magnolia virginiana);~~
 - ~~(28) — Sweetgum (Liquidambar styraciflua);~~
 - ~~(29) — Sycamore (Platanus occidentalis);~~
 - ~~(30) — Tulip Tree (Liriodendron tulipifera);~~
 - ~~(31) — Turkey Oak (Quercus laevis); and~~
 - ~~(32) — Winged Elm (Ulmus alata).~~

Acceptable Tree Species List

- ~~(1) Carolina Ash (Fraxinus caroliniana);~~
- ~~(2) Carolina Laurel Cherry (Prunus caroliniana);~~
- ~~(3) Eastern Cottonwood (Populus deltoides);~~
- ~~(4) Hackberry (Celtis laevigata);~~
- ~~(5) River Birch (Betula nigra);~~
- ~~(6) Shumard Oak (Quercus shumardii);~~
- ~~(7) Swamp Bay (Persea palustris);~~
- ~~(8) Myrtle Oak (Quercus myrtifolia); and~~
- ~~(9) Sand Pine (Pinus clausa).~~

Other native and non-native species may be acceptable for use but will require County approval prior to planting.

- ~~(c) *Planting setbacks.* All replacement and new trees shall be planted at least four (4) feet away from any building, sidewalk, road or structure.~~

~~(§ 72, Ord. No. 87-1, 2-10-87; § 8.23, LDC, through Supp 16; Part XXII, § 3, Ord. No. 92-5, 3-30-92; Part VI, § 3, Ord. No. 93-1, 2-23-93; § 11, Ord. No. 94-5, 3-22-94; Ord. No. 04-3, § 13, 1-13-04). Sec. 60.24. Authority to impose fines and county arbor violation trust fund.~~

~~(a) The Code Enforcement Board, after notice and hearing, is authorized to impose fines, in amounts not to exceed those shown in subsection (b), for removal of trees without an arbor permit or removal of trees in excess of those authorized by an arbor permit.~~

~~(b) Fines shall be calculated on the basis of the following table:~~

~~If the DBH of the tree(s) removed cannot reasonably be determined then there shall be a rebuttable presumption that the DBH of each tree removed was in excess of twelve (12) inches but less than twenty-four (24) inches. If the number of trees removed cannot reasonably be determined then there shall be a rebuttable presumption that the density of the trees removed was one hundred (100) trees per acre and the number of trees removed shall be calculated using that density applied to the areas cleared. The maximum fine per acre shall not exceed ten thousand dollars (\$10,000.00).~~

~~(c) All fines shall be in addition to and not in lieu of the requirement to plant replacement trees as specified in Section 60.22(f) of this chapter.~~

~~(d) An arbor violation trust fund is hereby established by the county for deposit of fines paid to the county. All monies deposited hereunder shall be deposited in the arbor violation trust fund, which shall be a separate account established and maintained apart from the general revenue fund of the County. All money in this fund shall be used for the planting of trees in the County and the administrative costs incurred in enforcing this ordinance as authorized by the Board of County Commissioners. The arbor violation trust fund shall be self-perpetuating from year to year unless specifically terminated by the Board of County Commissioners.~~

~~(§ 12, Ord. No. 94-5, 3-22-94; Ord. No. 04-3, § 14, 1-13-04).~~

A reforestation plan indicating all appropriate cover and plantings shall be submitted with all applications for logging permits unless waived by the Development Services Director, or his or her designee, based upon his or her determination that submission of a plan would not further the public interests based upon future development conditions that will relate to the site. The Development Services Director, or his or her designee, upon receipt of said application, may require such additional information as deemed necessary to meet the intent and purposes of this chapter;

(c) The Development Services Director, or his or her designee, may, in granting a logging permit, place such reasonable conditions or restrictions upon the same as deemed necessary to:

(1) Protect trees not permitted to be logged;

(2) Buffer logging operations from waterways, parks, and residentially designated, zoned, occupied or used lands;

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- (3) Guarantee restoration of terrain to a degree necessary for the prevention of erosion and protection of flora;
 - (4) Prevent pollution;
 - (5) Insure reforestation, if part of the management plan;
 - (6) Preserve historic trees;
 - (7) Otherwise promote the intents and purposes of this chapter.
- (d) Notwithstanding anything herein to the contrary, no person shall:
- (1) Destroy, damage or log any trees which have been designated by the county or other appropriate agency as threatened, endangered or historic; or
 - (2) Conduct logging operations within fifty (50) feet of any lands that are residentially designated, zoned, used or occupied.

25. Relocation of removed tree onto other property.

Where a tree is to be removed under the provisions of this chapter, the County may, with the consent of the property owner, relocate the tree at the County's expense to County-owned property for replanting, either for permanent utilization at the new location or for future use for another public purpose. If the County does not elect to relocate any such tree, it may, with the consent of the property owner, give any citizen of the County the right to acquire any such tree at the citizen's expense for relocation on private property within the County. If consent is given, the consenting property owner shall be provided with an agreement that no damage will occur to the property from which the tree is removed during the relocation process. The County Manager or other agent designated by the Board of County Commissioners shall establish procedures for notification of the availability of trees for private relocation and shall set forth the manner in which such relocation shall be established. It is intended that the private relocation of trees shall be on a first-come-first-served basis and for the individual benefit of the citizens and not for profit. Nothing in this section shall be construed as preventing a property owner from relocating or selling trees removed; provided, however, that said owner shall provide reasonable assurance to the agency or body granting the tree removal permit that said tree shall not be damaged or destroyed in the process of relocation.

Chapter 80 – Construction Permits

SEC. 80.4 – COMPLIANCE REQUIREMENTS

(a) *Submittals.* The following information shall be provided by applicants for all permits under this chapter: the name, local address and phone number of applicant; the date; the precise description of the work proposed, including two (2) sets of final engineering plans, signed sealed and stamped "approved for construction" by a registered professional engineer; the location of the work, any special conditions; the expected starting and completion dates; and any other submittals and information as may be required by the county engineer to reasonably exercise his authority hereunder.

(b) *Insurance.* Unless specifically required by the Board of County Commissioners or the county engineer, the permit shall not be effective for any purpose whatsoever until applicant, or his designated representative, delivers to the Seminole County Engineer a certificate of liability insurance evidencing bodily injury and property damage coverage equal to or in excess of the following limits: one hundred thousand dollars (\$100,000.00) per person; three hundred thousand dollars (\$300,000.00) per occurrence; and fifty thousand dollars (\$50,000.00) property damage. Said certificate of insurance shall name the County of Seminole as an additional insured, shall be effective for all periods of work covered by this permit, and shall be in a form and issued by an insurance company acceptable to county.

(c) *Approving authority.* The county engineer shall have the authority to approve or deny applications.

(d) *Appeals.* Any party claiming to be aggrieved by a decision of the approving authorities may appeal to the Board of County Commissioners by filing a notice of appeal with the approving authority within thirty (30) days of the date of denial.

(e) *Time limit.* The permit shall be considered valid for sixty (60) days beginning on the date of issuance. If work does not commence by the sixtieth (60th) day, the permit shall be considered void and reapplication will be necessary. Work must be completed by the completion date indicated on the application. Work not completed by the completion date will be subject to stop work order, re-application, additional fee or other remedy as may be required by the Board of County Commissioners.

(f) *Construction and Demolition Hours:* Construction, drilling, demolition, land clearing, and filling operations may only occur between the hours of 7:00am and 7:00pm on weekdays and Saturdays. No such activities shall occur on Sundays or holidays unless special written approval is granted by the County Manager specifying

34 days and hours. These time limitations do not apply to any public service utility
emergency or work being performed by the County.

36 (g) *Compaction Method.* With the exception of hand held, small walk behind or
mini compactors, the compaction of soil during construction, land clearing and filling
38 operations shall only occur by the use of non-vibratory compaction methods unless
approved by the County Engineer or designee. The use of vibratory or dynamic
40 compaction shall be on a case by case basis and typically are not permitted within
County Right-of-way or within 150 feet of any structures which are considered critical
42 work zones. The use of vibratory compaction within critical work zones require
approval of the County Engineer or designee and may require vibration testing and
44 structure monitoring in accordance with FDOT standards and specifications.



FUTURE LAND USE ELEMENT INTRODUCTION

The Future Land Use chapter or “element” of a comprehensive plan is required by Section 163.3177, Florida Statutes to contain, at a minimum, the following:

- A** A future land use plan “designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category. The element shall establish the long-term end toward which land use programs and activities are ultimately directed.”
- B** Each future land use category must be defined in terms of uses included, and must include standards to be followed in the control and distribution of population densities and building and structure intensities. The proposed distribution, location, and extent of the various categories of land use shall be shown on a land use map or map series, which shall be the graphic depiction of the Goals, Objectives and Policies that explain how the land uses are managed. The policies also provide the basis for land development regulations, including the Land Development Code.

BASIS FOR UPDATES OF THE FUTURE LAND USE ELEMENT

Seminole County may periodically update or amend the Future Land Use Map, Future Land Use Element text (including the Goal, Objectives and Policies) or both. Among the justifications for updating or amending this part of the Comprehensive Plan are:

- **Amendments to respond to the findings of an Evaluation and Appraisal**
 - Chapter 163, Part II of Florida Statutes requires all local governments to evaluate their comprehensive plans every seven years.
 - ~~Prior to enactment of Chapter 2011-139, Laws of Florida (House Bill 7207) to amend Chapter 163, Part II, Florida Statutes, the evaluation required extensive review of each plan element; reports on achievement and lack thereof; a report to meet requirements of the State Land Planning Agency; and identification of necessary Plan amendments.~~
 - ~~After 2011, emphasis shifted to a review to ensure compliance with changes in State Law and local governments were encouraged to identify amendments to respond to changed local conditions.~~
- **Changes in State Law**
 - New or amended legislation by the State of Florida may necessitate changes in the Future Land Use Element.
 - ~~Local governments need not wait until their next scheduled Evaluation and Appraisal to amend comprehensive plans in response to changes in State Law.~~
- **Changes in Local Conditions**
 - Major new regional facilities (such as the SunRail commuter train); participation in regional planning efforts (such as the Central Florida Regional Growth Vision “How Shall We Grow?” may require Future Land Use element updates.



- Expansion of existing regional or local facilities and employment centers ~~(such as approvals for expansion of a runway at Orlando Sanford International Airport in 2012)~~ may require Future Land Use element updates.
 - Changes in the local or regional economic and market conditions; identification of declining or blighted areas and plans to revitalize them; or identification of historic, environmentally or archaeologically significant areas may require Future Land Use element updates.
 - Small Area Plans written in response to locally identified needs; amendments to the Home Rule Charter; state or federal regulations, laws and special area designations; and neighborhood preservation efforts requested by associations located near changing areas may require Future Land Use element updates.
 - Achieving consistency with Joint Planning Agreements between Seminole County and its municipalities.
- **Requests and Applications from Private Property Owners**
 - Existing or allowable uses may no longer be feasible due to construction of public facilities, or changes in development patterns may require Future Land Use element updates.
 - Changes in market conditions that render a property unusable for the current designation may require Future Land Use element updates.

The Future Land Use Element must be coordinated with the comprehensive plans of cities within the County, with the comprehensive plans of adjacent counties, and the plans of the Seminole County School Board. The Element must also be consistent with the East Central Florida Strategic Regional Policy 2060 Plan, and Central Florida Regional Growth Vision.

The comprehensive plan of a community is intended to serve as a guide for capital improvements programming, and the basis for land development regulations. If the comprehensive plan is based on obsolete information or does not reflect current conditions, the plan cannot serve its intended functions.



CONSERVATION:
***PRESERVING NATURAL LANDS, AIR, WATER, WILDLIFE HABITAT, AND
HISTORIC RESOURCES IN SEMINOLE COUNTY AND THE REGION***

OBJECTIVE FLU 1 NATURAL, HISTORIC AND ARCHAEOLOGICAL RESOURCES

Pursuant to Article II, Section 7 of the Constitution of the State of Florida and the Central Florida Regional Growth Vision, the County shall ensure that natural, historic and archaeological resources are protected for the enjoyment of all citizens through provisions of the Land Development Code of Seminole County (the "Land Development Code") and The County Comprehensive Plan (the "Plan") policies.

Policy FLU 1.1 Environmentally Sensitive Lands

The County shall continue to regulate development and preserve environmentally sensitive areas by means of the Environmentally Sensitive Lands Overlay Area and associated provisions of the Land Development Code where soils, topography, wetlands, floodplains, land use, and other constraints exist. The Environmentally Sensitive Lands Overlay Area shall identify floodprone lands (as identified by the National Flood Insurance Program) and the location of major wetlands defined by the St. Johns River Water Management District.

Policy FLU 1.2 Floodplain Protection

The County shall continue to implement the Environmentally Sensitive Lands Overlay Area through the regulation that supports the National Flood Insurance Program by:

- A** Restricting uses that are dangerous to health, safety and property, and minimize public and private losses due to flood conditions;
- B** Prohibiting land filling and grade changes where such activity will cause erosion or inhibit flood waters;
- C** Requiring development to comply with the requirements and rules of the National Flood Insurance Program and Florida Department of Health; and
- D** Requiring all subdivisions and site plans to maintain pre-development run off characteristics, provide compensating storage, comply with wetland regulations, and dedicate post-development floodprone and wetland areas to the County as a conservation easement.

Policy FLU 1.3 Wetlands Protection

The County shall implement the Environmentally Sensitive Lands Overlay Area through the regulation of development consistent with ~~Policy CON 7.4 Wetland Regulation — Buffers, Performance Standards and Compatibility Policies CON 7.4, FLU 1.9, and FLU 1.10~~, which includes the following:

- A** Requires a 15-foot minimum, 25-foot average wetland buffer in areas outside of the Wekiva River Protection Area and Econlockhatchee River Protection Area.
- B** Require a 25-foot minimum, 50-foot average wetland buffer within the Wekiva River Protection and Econlockhatchee River Protection Areas.



- ~~B~~ C Requires adherence to performance standards for uses such as boardwalks, docks and gazebos that may directly impact a locally significant wetland ~~physically~~.
- ~~E~~ D Limits disruption of locally significant wetlands to projects that involve construction of, or improvement of, facilities that benefit the general public.
- ~~D~~ E Requires dedication to the County of all post-development wetlands as conservation easements.

Policy FLU 1.4 Conservation Easements

The County shall continue to require conservation easements in accordance with Section 704.06, Florida Statutes, or dedication of post-development floodprone and wetland areas as a limitation to any future encroachment or development of these environmentally sensitive areas.

Policy FLU 1.5 Natural/Environmental Lands Acquisition and Management Program

The County shall continue to manage the more than 6,500 acres of Natural Lands acquired through the 1990 Natural Lands Bond Referendum and November 2000 Natural Lands – Completing the Connection Bond Referendum for the acquisition of significant natural habitats, open space areas and greenways. These environmental assets, which include seven Wilderness Areas and One Preserve, are open to the public for environmental education and passive recreation. The lands were designated as “Preservation/Managed Lands” on the Future Land Use Plan Map in 2008 in response to the 2006 Evaluation and Appraisal (EAR) Major Issue finding of a need to ensure that the County Comprehensive Plan is more accessible and understandable. The Seminole County Natural Lands Program is consistent with and supports the implementation of the ongoing “Green Print” process undertaken by the Congress of Regional Leaders, as a part of the Central Florida Regional Growth Vision.

Policy FLU 1.6 Green Print Coordination

The County shall continue to coordinate with the State of Florida, the St. Johns River Water Management District, the Nature Conservancy, the Trust for Public Lands, the Congress of Regional Leaders of myregion.org, and all other agencies involved in preservation of environmental assets to create a Countywide linked open space and Greenways/Trails/Blueways system that assists in permanent preservation of County and regional environmental assets. As a part of this effort, the County shall continue to support efforts by the State Legislature to maintain funding for the Florida Forever grant program that assists with local efforts to acquire environmentally significant features, and any successor program.

Policy FLU 1.7 Performance Standards for Management of Archaeological Resources Located on Proposed Development Sites

Many sites with a potential ~~of~~ for archaeological finds are also located on or near wetlands and/or floodprone areas, or within the protection areas established for the Wekiva and Econlockhatchee River Basins. As a result, restrictions (such as setbacks from sensitive areas) governing the development of many such sites ~~with potential of archaeological finds~~ are already in place.



Based on *Exhibit FLU: Areas of Archaeological Potential*, which was created with a Phase I survey and ~~was created with~~ using the predictive model of probability areas found in the volume entitled "Cultural Resources Study of Seminole County, Florida: Archaeology Volume I", dated June 1994, the County's Land Development Code (LDC) shall be revised by January ~~2019~~ 2024 to require the following:

- A Applicants with properties that may be located within the area marked as having archaeological potential, and that are not also affected by regulations governing wetland areas, floodprone areas, or the protection areas of the Wekiva and Econlockhatchee Rivers, shall be notified that they must provide surveys conducted by certified archaeological consultants or other qualified surveyors that ~~either~~ or absence of archaeological resources ~~or verify that such resources are not present.~~
- B In areas where archaeological resources, including human remains, are identified through such surveys, applicants shall consult with State authorities.
- C If no human remains are found, or if the archaeologist or qualified surveyor concludes that no removal of resources is necessary, the LDC shall require that the area containing archaeological resources ~~shall~~ be managed as an open space asset included and protected within site plans or subdivisions.
- D ~~Because many of the areas of~~ Many development sites having archaeological potential are ~~co-located with~~ located within wetlands, floodprone lands, and/or within the Wekiva River and Econlockhatchee Rivers Protection Areas. Therefore, conditions of approval, ~~for development where potential archaeological resources may be located, and where an applicant does not provide a detailed survey, shall include provisions that require~~ protection of wet and floodprone areas in compliance with those applicable regulations, ~~and~~ Conditions of approval shall also require development activities to cease, and consultation with State authorities to take place if human remains are found on site, or with County authorities if cultural resources are found on site.

Policy FLU 1.8 Performance Standards for State Designated Environmental Protection Areas

The County will continue to enact and enforce performance standards intended to preserve and enhance the natural features of the Wekiva River Protection Area, the Wekiva River Study Area, and the Econ Protection Area, as required by State Law, the Seminole County Comprehensive Plan, Land Development Code, and agreements with affected parties.

Policy FLU 1.9 Wekiva and Econlockhatchee River Protection

- A The County shall continue to regulate development of land along the Wekiva River and the Econlockhatchee River, and their associated wetlands and tributaries, which are regionally significant natural areas in need of preservation, per the Central Florida Regional Growth Vision, to implement Protection Zone policies and regulations regarding maintaining rural density and character in the aggregate, development setbacks, concentrating permitted development farthest from surface



waters and wetlands where permitted, minimizing development impacts on water quantity and quality, and restricting open space areas to passive recreational uses.

Regardless of the future land use designation or zoning classification assigned to any parcel of property located within the Wekiva River Protection Area as defined in Section 369.303(9), Florida Statutes, no development may be approved upon parcels so located unless the proposed development conforms to the provisions of the Wekiva River Protection Act (Part II, Chapter 369, Florida Statutes), and the provisions of this Plan adopted to conform to said Act. See *Objectives FLU 12 Preservation of the Rural Character and Natural Resources of the Wekiva River Protection Area and FLU 13 Protection of the Natural Resources of the Wekiva Study Area* for additional policies regarding the goals of the Wekiva River Protection Area.

Notwithstanding any other provision of this Plan, middle schools and high schools shall not be permitted on property located within the Wekiva River Protection Area except for 8.7 acres owned by the Seminole County School Board prior to October 26, 1999, which is located in the East Lake Sylvan Transitional Area, ~~which is~~ depicted in *Exhibit FLU: East Lake Sylvan Transitional Area/School Site*.

- B** The County shall enforce all clearing and building setbacks or protection/buffer zones ~~and areas~~ along the Wekiva River, ~~and the~~ Econlockhatchee River, and such other water bodies as imposed by rules of the St. Johns River Water Management District, any State ~~or Federal~~ agency, or ~~other entity as may be otherwise imposed by law having jurisdiction. provided that a~~ A minimum 200 foot clearing and building setback shall be ~~set~~ required along the Wekiva River, as measured from the ordinary high water elevation or the landward limit of established conservation areas, to serve as a scenic and environmental buffer to maintain the status quo of the natural environment and prevent public harms.
- C** As additional protection to groundwater and surface water, development activity within the Wekiva River Protection Area, including the placing or depositing of fill within wetlands and the one hundred year floodplain as identified by Federal Emergency Management Agency, shall be prohibited, except in cases of overriding public interest.

Policy FLU 1.10 Econlockhatchee River Basin Protection

The County shall continue to regulate development consistent with the Econlockhatchee River Basin Study of 1990, which serves as the basis for Policy FLU 1.10 and the Seminole County Econlockhatchee River Protection Overlay within the County Land Development Code (LDC). The Performance Standards contained in Policy FLU 1.10 are intended to ensure the preservation of the Econlockhatchee River as a recognized outstanding natural resource and regionally significant natural area. Minimum ordinance provisions necessary to ensure protection of the Econlockhatchee River Basin shall include:

- A** The recognition of the "Econlockhatchee River Corridor Protection Zone" (Zone), which includes: the main channels of the Big Econlockhatchee



- C Guidelines for evaluation and assessment of historical resources shall be based on but not limited to the Secretary of the Department of Interior's Guidelines for Architectural and Engineering Documentation and the Historic Preservation Compliance Review Program of the Florida Department of State, Division of Historical Resources, in particular Chapter 4, Standards for Conducting, Reporting, and Reviewing Archaeological and Historic Site Assessment Survey Activities.

Policy FLU 1.12 Water Quality and Drainage Control

The County shall continue to require water quality and drainage control for all new subdivisions and site plans adjacent to water bodies to prevent unnecessary shoreline disruption and maintain water quality through existing Land Development Code provisions which requires, at a minimum:

- A Permit for all water quality and drainage control activities in waters and wetlands; and
- B Restoration of disturbed areas to their natural state.

Policy FLU 1.13 Wellfield Protection

The County shall continue to provide protection for areas surrounding public water supply wellfields through the regulatory framework of the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Health, and the St. Johns River Water Management District. The applicable rules and regulations of these agencies, incorporated within the County's Wellfield Protection Ordinance, Chapter 55 of the Land Development Code of Seminole County, address the following criteria: hazardous wastes; hazardous substances and reportable quantities; list of extremely hazardous substances and their threshold planning quantities; and toxic pollutants.

The source of the standards is the Code of Federal Regulations (CFR), Title 40, which is updated once annually as of July 1st. The specific parts include: Title 40, Code of Federal Regulations, Part 261, Identification and Listing of Hazardous Wastes; Title 40, CFR, Part 302.4, List of Hazardous Substances and Reportable Quantities; Title 40, CFR, Part 355, Appendices A and B, List of Extremely Hazardous Substances and Their Threshold Planning Quantities; Title 40, CFR, Part 401.15 Toxic Pollutants. The current text of each of these parts can be found in the Support Document to the Future Land Use Element and is updated each time the federal regulations are updated.

The setback distances from public drinking water wells established by the regulatory framework for particular substances, activities and facilities, which area needed to protect the quality and quantity of groundwater, constitute the County's wellfield protection zones or "areas". No applications for development orders or permits shall be approved in violation of the standards for these criteria. Protection and preservation of water resources is consistent with and implements the Central Florida Regional Growth Vision.

Policy FLU 1.14 Conservation of Water Resources

The County shall continue its ongoing efforts to conserve water by guiding land development patterns into forms that are water-conservative, and on a continuing basis, by examining considering revisions to the Land Development Code that reduce the need for irrigation of landscaping in



~~developed areas. As a part of this effort, the County shall evaluate changes to the landscaping requirements of the Land Development Code (LDC) to determine the feasibility of revising the current regulations. Current regulations encourage use of water conservative irrigation techniques; potential changes include the use of Florida-friendly landscaping materials for a minimum portion of the required open space for nonresidential development. Water conservation measures shall include, but not be limited to, requiring the use of Florida-Friendly landscaping materials in buffers and other landscaped areas.~~

Policy FLU 1.15 Water Conservation Programs

The County shall also conserve water resources through the continuation of the Seminole County Water Conservation Program, which includes, but is not limited to, the following projects:

- ~~A.~~ A. Residential Reclaimed Retrofit Program. ~~As a part of the County's Consolidated Consumptive Use Permit, a five phase program has been initiated to install water reuse lines within the County's Northwest Service Area. Phase 1 was completed in February of 2008; it will ultimately serve 825 houses. Phase 2 will be bid for construction during summer of 2008. Upon completion of Phases 1 and 2 in the Northwest Service Area, approximately one million gallons of potable water a day (mgd) will be saved and irrigation systems in those areas will rely upon reuse water. Phases 3 and 4 will be designed during 2008 and built during 2009. Phase 5 will be designed in 2010. A total offset (savings) of groundwater due to this program is ultimately estimated as 2.62 mgd. Installation of reuse facilities is scheduled presently only for high use irrigation areas, but neighborhoods with access to reclaimed water mains can use the Municipal Service Benefit Unit program to acquire reclaimed water for irrigation.~~
- ~~B~~ A. Demonstration Garden. Continue, if financially feasible, to operate a "demonstration garden" of Florida-friendly plants at the County's Environmental Studies Center, ~~as well as preparing and implementing and prepare and implement~~ a new site at the Seminole County Extension Office at Five Points, on US 17-92, in partnership with the Seminole County Master Gardeners, in creating a Water Wise Learning Garden for citizens. The presence of this Garden shall also result in a savings of water by Seminole County.
- ~~C~~ B. Public Education. Continue, if financially feasible, the public education efforts in water conservation through the provision of information via the County's website and presentations on water conservation issues throughout the community (schools, festivals, special events, civic groups and garden clubs). Expand the public education efforts through taping of programming to be aired on Seminole Government Television (SGTV) for a series about environmental issues (including water conservation) and a series of before and after of the Water Wise Learning Garden.
- ~~D-C.~~ Enforcement. Continued enforcement of Water Conservation Ordinance ~~2007-18~~ 2009-24 with a trained team of employees who patrol service areas of the County for violation of water limits. Identification of violators



results either in outreach opportunities to educate, or imposition of fines when restrictions are continually disregarded.

- ~~**E D** Rain Sensors. Continuation, if financially feasible, of the program for provision of rain sensors for single family homes; a study is underway during 2008 to evaluate whether rain sensors can also be provided to "commercial" water users (which includes multi-family residential uses). Other conservation programs scheduled for completion after adoption of the 2022 Water Supply Facilities Work Plan.~~

Policy FLU 1.16 Encourage More Efficient Urban Land Use Patterns Supportive of Multimodal Transportation

The County shall continue efforts to direct and guide urban uses to ensure the most efficient land use patterns by:

- A** Directing and incentivizing growth and redevelopment toward lands designated for Mixed Development (MXD, lands included within the Urban Centers and Corridor Overlay, through incentives such as those identified in *Policy FLU 5.15 Mixed-Use Developments* and *Policy FLU 5.17 Urban Centers and Corridors Overlay*. These land use designations and the overlay encourage mixed or multiple use development patterns that can be served by multiple modes of transportation and can be walkable and/or bicycle friendly, thus increasing mobility choices for employees, residents and customers. In addition, The County shall encourage redevelopment within the identified Urban Centers and Corridors Overlay (see *FLU Series – Urban Centers and Corridors Overlay*), into a walkable compact land use pattern, easily served by multiple modes of transportation, through incentives identified in *Policy FLU 5.17 Urban Centers and Corridors Overlay*;
- B** Continuing to participate in planning efforts with LYNX, including the LYNX Five-Year Improvement Program, and funding of LYNX routes, to improve transit headway in areas where more concentrated and compact development will be located, focusing in particular upon the US 17-92 Corridor, the four SunRail stations, and the major transit corridors within the Urban Centers and Corridors Overlay;
- C** Continuing to financially support the SunRail commuter rail system, which will provide an additional alternative travel mode to remove automobile trips from the Seminole County and regional roadway network and support the principles of the Central Florida Regional Growth Vision; and
- D** Consider revisions to the Land Development Code as needed that provide density, intensity, and alternative parking strategy incentives to mixed development projects within the US 17-92 Corridor and Oxford Road Overlay District, and additional such incentives to encourage compact, walkable redevelopment and infill development projects within the Urban Centers and Corridors Overlay area, as specified in *Policy FLU 5.17 Urban Centers and Corridors Overlay*. Such revisions may include incentives for the provision of pedestrian and transit supportive land use patterns. The US 17-92 Corridor, SunRail station areas, and major transit corridors within the Urban Centers and Corridors Overlay area are intended by Seminole County for public transit improvements. Incentives to



OBJECTIVE FLU 5 FUTURE LAND USE MAP FOUNDATION: GROWTH MANAGEMENT POLICIES FOR COMPATIBILITY, MIXED USE AND HIGH INTENSITY TARGET AREA DEVELOPMENT; INCREASED VARIETY OF HOUSING OPPORTUNITIES; PREVENTION OF URBAN SPRAWL; SUPPORT OF CENTRAL FLORIDA REGIONAL GROWTH VISION; PERFORMANCE STANDARDS FOR REDEVELOPMENT AND INFILL DEVELOPMENT; COMMUNITIES FOR ALL AGES, INCOMES, AND ABILITIES; AND SUPPORT FOR MULTIMODAL MOBILITY INCLUDING PUBLIC TRANSIT

The County shall continue to develop and enforce innovative planning techniques and land development regulations designed to support the Central Florida Regional Growth Vision by protecting residential neighborhoods as distinct, attractive and safe places to live; by allowing residents to “age in place” through a range of housing types, attainable by households of varying needs and income levels; enhancing the economic viability of the community as a part of the diverse, globally competitive regional economy; promoting the efficient use of infrastructure and providing for a multimodal Mobility Strategy that includes a variety of transportation choices; increasing the variety of available housing opportunities at intermediate densities between low-density single family and high density multi-family; and preserving natural resources including public transit where feasible; open space, recreational areas, agricultural/rural areas, water resources and regionally significant natural areas. The Future Land Use Map series embodies strategies designed to build long term community value, discourage urban sprawl and ensure that public facilities and services are provided in the most cost-effective and efficient manner.

Policy FLU 5.1 Adopted Future Land Use Map Series and Official Future Land Map

The County has adopted a Future Land Use Map Series, as depicted in the following exhibits: *Exhibit FLU: FLU Series - Areas of Archaeological Potential; Cones of Influence; County Potable Water Service Areas and Treatment Plants; Environmentally Sensitive Lands Overlay; Flood Plains, Future Land Use Pattern 2027; Future Land Use Acreage; Preservation/Managed Land; General Soils; Geneva Freshwater Lens; Greenways, Blueways, and Major Trails; Recharge Areas; Wetlands and Resource Protection Areas*. All other Exhibits included in the Future Land Use Element (FLU) are adopted as a part of the FLU element. The purpose of this map series is to provide geographic information about important land use features of Seminole County that are considered during the process of evaluating either a proposed future land use designation change, or a development order. This map series is also adopted to comply with the requirements of Section 163.3177, Florida Statutes.

As noted in the section of the Implementation Element entitled “Future Land Use Map Maintenance”, the graphic entitled “Seminole County Future Land Use Pattern 2027” contained in the Future Land Use Element depicts the distribution of the Future Land Use pattern at a scale of 1”= 1 mile, but it is not a parcel-based graphic and the boundaries of the land use designations, as shown in the graphic, are not parcel-based. Therefore, the graphic entitled “Seminole County Future Land Use Pattern 2027” is not the official Future Land Use Map of Seminole County and should not be used for purposes of determining or predicting whether a particular development may be allowable on a particular parcel of land. The graphic entitled “Seminole County Future Land Use Pattern 2027” is included in the Future Land Use Element to



accomplish the following: provide a reader with the long term vision of the land use pattern of Seminole County; provide information about the planning horizon of the Comprehensive Plan; and, meet the statutory requirements to include, within the adopted map series, the proposed distribution of future land uses.

The Official Future Land Use Map is maintained in digital format in order to provide information on a parcel basis and is accessed through the County webpage at the following address:

<http://seminolegis.maps.arcgis.com/apps/webappviewer/index.html?id=668252d321334112be7534024b972bc6>.

Although the Official Land Use Map is provided on a parcel basis, information on the boundaries of individual parcels is not warranted to reflect all replatting, private property exchanges or other actions taken that may change the boundaries of parcels. In addition, although Future Land Use designations are drawn with the use of parcel boundaries where possible, there will be occasions where the boundary of a Future Land Use designation and a parcel do not coincide. In such instances, goals, objectives and policies of the Seminole County Comprehensive Plan and the adopted map series (including features such as environmentally sensitive lands) will be used to guide decisions about which Future Land Use designation applies to portions of a parcel.

Information about the future land use of a parcel is also available from the Development Services Department during normal business hours or by emailing the Development Services Department at PlanDesk@seminolecountyfl.gov.

The digitized map is amended by ordinance as needed. The ordinance number of the most recently adopted amendment is noted on the Seminole County Comprehensive Plan webpage near the hotlink to the Official Future Land Use Map. The address of the Seminole County Comprehensive Plan webpage is: <http://cdn.seminolecountyfl.gov/departments-services/development-services/planning-development/codes-regulations/comprehensive-plan>.

Policy FLU 5.2 Mixed Commercial/Residential Use Development

- A** The County shall allow properties designated as Commercial on the ~~County's~~ *Exhibit FLU: Future Land Use Map* to be developed as mixed residential/commercial ~~planned development use~~, subject to compliance with ~~performance frameworks mixed use development standards~~ in the Land Development Code (LDC). Residential shall be a supporting use within the boundaries of a commercial development, not exceeding 20 percent of net buildable area and 49 percent of total floor area. Gross residential square footage shall be included within the allowable 0.35 FAR in the Commercial designation.

The following residential uses will be permitted within the Commercial land use designation as an incentive to create opportunities for infill development; maintain short travel distances between commercial and residential areas; support the multimodal mobility strategy; and create

a range of obtainable housing opportunities and choices consistent with the Central Florida Regional Growth Vision:

- 1 ~~Attached multifamily units such as condominiums, apartments and townhouses of medium to high density~~ Missing Middle dwelling unit typologies, including Live-Work units; and
 - 2 Above store apartments, ~~live/work lofts or office flats~~.
- B** The County shall allow such mixed-use developments in order to discourage urban sprawl. This will be accomplished by increasing the usability of urban land through multimodal mobility to maintain short travel distances between commercial and residential uses; by creating a range of obtainable housing opportunities and choices; by allowing for infill development; and by providing transitional uses between low density residential and nonresidential uses.

Policy FLU 5.3 Floor Area Ratios

The County shall continue to use floor area ratios, impervious surface ratios and flexible height and setback standards as a means of projecting public facility and service needs, protecting important on-site natural features and providing options for maintaining compatibility with surrounding development. Floor area ratios (FAR) are presented in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*. FAR calculations are exclusive of structured parking.

Policy FLU 5.4 Water and Sewer Service Expansion

The County shall encourage compact development and ensure that expansion of urban development occurs in a contiguous fashion through the detailed requirements of various policies within the Potable Water and Sanitary Sewer Elements which:

- A** Ensure adequate service to residents within the established service area prior to expanding service areas;
- B** Restrict the use of package plants;
- C** Require mandatory hook-up to the County utility system; and
- D** Require new development to fund the cost of utility line extension.

Policy FLU 5.5 Higher Intensity Planned Development (HIP) Purpose

The Higher Intensity Planned Development (HIP) land use designation is designed as a multiple use category that combines an aggressive strategy to attract specific "target industry jobs," to support the Central Florida Growth Vision by encouraging development and redevelopment in centers and corridors where urban services are available or planned to be available and to protect rural and preservation areas by minimizing urban sprawl.

There are four types of HIP land use designations:

- A** HIP Transitional;
- B** HIP-Core;
- C** HIP- Target Industry; and
- D** HIP-Airport.



- 1 Internal access coordinated between and among individual parcels and uses;
- 2 Limited access points through cross access easements and joint use driveways;
- 3 Dedication of necessary rights-of-way, when justified upon applying the "rational nexus" and "rough proportionality" tests, and substantial private investment for multimodal mobility and safety features, including deceleration lanes, intersection improvements (including turn lanes), signalization, sidewalks, crosswalks, transit shelters and bus bays (consistent with plans of LYNX), and frontage roads when traffic impact studies and site impact analysis required by Chapter 10 of the Land Development Code for projects within the Dense Urban Land Area show that such improvements are needed for public safety and multimodal mobility management;
- 4 The development and implementation of fixed rail people mover, shuttle services or other transit systems and pedestrian and bicycle paths or other facilities as a means to ensure availability of multiple modes of safe multimodal mobility within a project; and
- 5 Parking lots, and parking structures that provide for shared parking, vanpool and carpool space (as well as leasable space for retail, office and restaurant uses within parking structures), location of parking to provide safe pedestrian access to buildings and for convenient park-and-ride lots. All parking must incorporate design features based on the guidelines of Crime Prevention Through Environmental Design (CPTED) principles; and
- 6 The use of deceleration lanes, synchronized traffic signalization, pedestrian priority signalization, frontage roads and similar public safety improvements.

D Transfer of Open Space

The County shall, on a case-by-case basis, allow the transfer of open space from intensely developed HIP areas to locations within the HIP Area to increase buffers from residential neighborhoods and consider the off-site transfer of open space to help assemble Countywide conservation areas and to encourage clustering of land uses.

E Urban Features

The County shall consider the adoption of performance guidelines for landscaping, hardscape, signage, lighting, and other urban features to enhance the appearance of developments from I-4 and other major through corridors during the review and approval of development proposals.

Policy FLU 5.13 ~~Reserved.~~ Missing Middle Development

In General

"Missing Middle" does not refer to a specific future land use designation, but to a collection of housing typologies which are incorporated into the Comprehensive Plan for the purpose of increasing the variety of housing types, improving housing affordability, and making efficient use of existing



public facilities and services. These typologies are intended, but not required, to be located along major roadway corridors, adjacent or in proximity to arterial roads, and on parcels of irregular shape or size which do not lend themselves to typical suburban development.

The following unit types (as defined in the Introduction Element) are addressed in this Policy:

Small-Lot Single Family
Cottage Court
Duplex – Side by Side
Duplex – Stacked
Townhouse
Triplex - Stacked
Four-Plex
Six-Plex
Courtyard Building
Live-Work Unit

Applicability

- A. With the exception of Live-Work units, Missing Middle typologies shall be permitted in exclusively residential developments in the LDR, MDR, and HDR future land use designations. Development criteria for these typologies shall be provided in the Land Development Code through the MM zoning district. A given development may consist of a single Missing Middle typology, or a mixture of typologies.
- B. Missing Middle units may also be permitted in conventional residential zoning districts as residential-only projects, subject to applicable standards in the Comprehensive Plan and Land Development Code.
- C. Maximum density within a Missing Middle development shall be governed by the applicable future land use designation, or the Urban Centers and Corridors Overlay subject to the provisions of Policy FLU 5.17(C).
- D. In Office and Commercial future land use designations, Missing Middle units shall serve a support function to a principal office or retail use on a development site. Gross residential square footage shall be limited to 20 percent of net buildable area and 49 percent of total floor area.
- E. Live-Work units may be located in the Commercial and Office future land use designations where other policies and/or regulations permit limited residential use.
- F. This policy shall not apply to Missing Middle typologies in the Planned Development (PD), Mixed Development (MXD), and Higher Intensity Planned Development (HIP) land use designations. Dwelling units similar to those addressed in this policy may be included in projects within the PD, MXD, and HIP designations subject to development criteria stated in a Development Order and/or Master Development Plan for a specific site.

Policy FLU 5.14 Regulation of Existing Uses

The only permitted zoning classifications allowed under the HIP future land use designation are Planned Development (PD) and Public Lands and Institutions (PLI). Parcels of land currently used for agricultural purposes,



and developed parcels or parcels which had site plan approval prior to December 8, 1987, will be deemed to be compatible with and further the goals, policies, provisions, densities, intensities, and land uses provided for in this Plan. Properties zoned A-1 prior to December 8, 1987 located on land with HIP future land use designation may not be denied a single family residential building permit, provided that the property was consistent with the minimum lot size requirements of the A-1 zoning district, however; such properties must not be subdivided/platted into single family lots. The County shall not approve new A-1 zoning within the HIP land use designation.

Applicants for permits for new single family uses located on HIP properties shall be advised by the County that permitted land uses abutting the proposed single family unit may create noise or other impacts, and that the owner of the home may need to provide buffering along property lines to mitigate such impacts from future nonresidential uses that are permitted within the HIP land use designation.

The County may evaluate the need for additional methods of addressing the issue of existing A-1 zoned lots within the HIP land use designation to determine if amendments to the Land Development Code are necessary.

For parcels of land which were developed or had site plan approval prior to December 8, 1987, under a zoning district other than PD, shall be permitted to retain the existing zoning without undergoing a rezoning to PD or PLI, and shall be regarded as compatible with and furthering the goals, policies, provisions, densities, intensities, and land uses provided for in this Plan.

Development applications shall be forwarded to the appropriate staff for review and to propose conditions for infrastructure improvements (e.g., road, drainage, water and sewer plans) to adequately serve the project, and conditions for Comprehensive Plan compliance. Conditions may be imposed as part of the permit approval. Applicable Land Development Code appeal procedures are available.

Policy FLU 5.15 Mixed-Use Developments

In General

The Mixed Development future land use designation provides for a mix of uses within a development site or within a multiple parcel area to encourage flexible and creative design, protect established residential neighborhoods from adverse impacts of nonresidential development and reduce the cost of public infrastructure.

A Allowable Developments and Uses include:

- 1 Mixed-use developments (includes both a residential and nonresidential component);
- 2 Multiple use developments (includes a mixture of nonresidential uses, such as retail commercial, office, service uses and/or light industrial).
- 3 Existing single use developments in place prior to the designation of the land as Mixed Development (MXD) remain legal conforming uses ~~that can be restored~~, in accordance with the current zoning district



standards applicable to the property. However, new and/or additional development on a site must conform to this Policy.

- 4 New single use residential developments proposed for this land use designation shall be allowable uses if the site contains fewer than six acres. Permitted single use residential developments shall be limited to multi-family and Missing Middle typologies.
 - 5 ~~Nonresidential uses;~~ New single-use nonresidential developments, including commercial, office, hotel, service, and very light industrial, on sites containing fewer than six acres; and
 - 6 Attendant on-site facilities such as utilities, transit-supportive facilities such as bus shelters; recharge stations for hybrid or electric vehicles; public safety facilities such as police or fire stations, structured parking facilities integrated into or containing other uses, public schools, open space and recreation areas.
- B** Allowable Zonings: Zonings permitted in the Mixed Development designation are:
- 1 Public Lands and Institutions;
 - 2 Planned Development;
 - 3 Mixed Use Corridor (MUCD) and
 - ~~3~~ 4 Any nonresidential zoning classification(s) assigned to a subject parcel or area prior to the time the Mixed Development Land Use Designation is assigned. ~~Projects are permitted to develop or redevelop in accordance with the pre-existing zoning classifications. Where existing uses in such zones have been discontinued for 180 days, new development approvals shall require rezoning to MUCD, PD, or PLI.~~
- C** Densities and Intensities in General:
- 1 Residential densities up to a maximum of 30 dwelling units per net buildable acre are allowed, absent the inclusion of workforce housing units. A residential density of up to 40 units per net buildable acre will be permitted where a minimum of 20% of the project's units qualify as workforce housing. Minimum density shall be 10 units per net buildable acre.
 - 2 The maximum floor area ratio (FAR) for nonresidential uses shall be ~~0.60~~ 1.0 FAR, with a potential FAR bonus, as follows:
 - a A FAR bonus of 0.20 for projects that qualify as a workforce housing development.
 - b A FAR bonus of 0.20 for projects that meet the minimum green certification level for the following standards:
 - 1) Leadership in Energy and Environmental Design (LEED) New Construction (NC) version 2.2 or Core and Shell version 2.0 and Commercial Interiors version 2.0.
 - 2) Florida Green Building Coalition (FGBC) certification Green Standard version 5.0, Green Commercial Building Standard version 1.0 or Green Hi-Rise Residential Building version



SEMINOLE COUNTY COMPREHENSIVE PLAN

1.0. The following procedure involving conferences with County staff must be satisfied to receive the FAR bonus for green certification:

- a) Pre-application conference.
- b) LEED/FGBC pre-construction submittal conference.
- c) LEED/FGBC construction submittal conference.
- d) LEED/FGBC mid-point construction conference.
- e) All materials shall be submitted to the County for review prior to submittal to the US Green Building Council (USGBC) or FGBC.

NOTE: In no case shall the FAR exceed ~~1.0~~ 1.4 inclusive of each bonus.

- 3 Nonresidential uses and higher FARs shall transition away from established residential neighborhoods according to the requirements of the assigned zoning classification to prevent adverse impacts to adjacent residential neighborhoods. Mixed-use structures abutting existing neighborhoods or lands with residential future land use designations shall include design features on the facades of structures facing those residential lands that are compatible with and complementary to the residential areas, as specified in the Seminole County Comprehensive Plan performance standards and the Land Development Code.

D Development Plan: A Mixed Use Development Plan must be submitted as part of any application to amend the Future Land Use to Mixed Development and rezone to the PD zoning district. The development plan shall illustrate the location of the proposed uses and indicate densities and intensities and facility improvements. The Concept Plan shall support and be consistent with the maximum densities and intensities of any individual service area contained within the Mixed Use area, where applicable. The purpose of the Mixed Use Development Plan is to determine whether property subject to the PD rezoning can meet the standards set forth in the proposed zoning district. The Mixed Use Development Plan sets forth the proposed uses and performance framework applicable to the property. At a minimum, the Mixed Use Development Plan shall emphasize compatibility with adjacent existing properties while demonstrating a compact, walkable development proposal. The sole intent of the Development Plan is to provide a tool for the Board of County Commissioners to determine whether the standards of the proposed Mixed Development Future Land Use designation can be applied to the property and whether the standards set forth in the Planned Development zoning district provide adequate compatibility to properly address issues created by adjacent development. *Exhibit FLU: Compatible Transitional Land Uses* will be utilized in evaluating compatibility of proposed uses.

E Established Residential Uses: Special attention shall be given to established residential uses adjacent to or near any MXD parcel or area to provide for a reasonable transition of uses and reasonable buffers. A transitional area of compatible residential uses, structures that resemble residences of comparable heights to the adjacent residential uses, or



substantial buffers and setbacks must be provided between the established residential uses and any new nonresidential uses.

F Mixed Development Performance Framework: MXD projects shall ensure creative design, efficient use of facilities and services and protection of established residential neighborhoods by:

- 1 Providing safe and plentiful vehicle, bicycle and pedestrian ways between and among the several uses and activities in the Mixed Development proposal itself, thus supporting the County's multi-modal mobility strategy and providing for a variety of transportation choices in support of the Central Florida Regional Growth Vision;
- 2 Designing traffic circulation that discourages cut-through vehicular traffic into established residential neighborhoods, thus ensuring distinct, attractive and safe places to live, in support of the Central Florida Regional Growth Vision;
- 3 Planting shade trees along the road rights-of-way and including Florida-friendly landscaping materials throughout the Mixed Development to reduce water demand;
- 4 Incorporating and preserving open space and significant natural areas, if any, to promote compatibility, foster distinct, attractive and safe places to live and create pedestrian connections between uses, in a manner consistent with the definition of Urban Open Space contained within *Policy FLU 4.4 Urban Open Space, On-Site Recreational Amenities and Buffering Performance Frameworks for Infill/Redevelopment Areas* and the Introduction Element;
- 5 Designing parking, stormwater facilities, access and signage, to reduce costs, create a safe pedestrian environment and improve visual appearance;
- 6 Ensuring compatibility with adjacent, surrounding, and less intensive abutting land uses, in order to preserve neighborhood character, by building setbacks and building heights, and the location, type and size of buffering and landscaping, with attention to transitioning the intensity of uses adjacent to the existing neighborhood;
- 7 Incorporating the principles of Crime Prevention Through Environmental Design throughout the Mixed Development proposal; and
- 8 Emphasizing a compact, walkable development pattern. MXD projects shall not be designed as sprawl or strip developments. Where pedestrian and/or bicycle connections between new and adjacent existing MXD developments are feasible, those connections shall be included in the new proposals. Where a pedestrian and/or bicycle connection is feasible between a new MXD proposal and surrounding neighborhoods in a manner that supports and preserves the character of the existing, surrounding neighborhood, applicants for MXD projects shall be directed to meet with surrounding property owners to explore the feasibility of such connections.



FUTURE LAND USE ELEMENT PLAN AMENDMENT STANDARDS OF REVIEW

The Seminole County Comprehensive Plan is designed to preserve and enhance the public health, safety, and welfare through the management of growth, the provision of adequate public services and the protection of natural resources. These purposes are accomplished by the legislative establishment of goals, objectives, and policies that are designed to guide the future growth and development of lands within the unincorporated portions of Seminole County.

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the County and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the *Exhibit FLU: Future Land Use Map* by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any Countywide impacts or any significant area-wide impacts of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the four major categories of Plan policies as follows:

- A Programs: Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment will include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved.
- B Regulations: The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan.
- C Development Policies: Additional criteria and standards are also included in the Plan that describes when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the use, intensity, location, and timing of the proposed amendment.
- D Coordination: Each application for a land use designation amendment will be evaluated to assess how and to what extent any additional intergovernmental coordination activities should be addressed.

STANDARDS OF REVIEW - CATEGORY I

~~To the extent that an application for a Plan amendment asserts, and County staff agrees, based upon the analysis of the proposal considering the matters set forth herein, that the proposed Plan amendment for a small area, such as a "small scale" amendment (less than 10 acres, and, if residential, fewer than 10 units per acre) or a single parcel, has predominantly localized impacts which would require a review emphasizing local area compatibility more than regional or statewide impacts. However, applicants submitting either small scale or large scale All proposed amendments shall address these criteria, and staff shall evaluate the material submitted by the applicant:~~



- A** Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.
- B** Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.
- 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.
- D** Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).
- 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*.
- 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);
 - 2 Dedications or contributions in excess of Land Development Code requirements (applicable to PD Future Land Use);
 - 3 A range of obtainable housing opportunities and choices, including affordable or workforce housing;
 - 4 Economic development (enabling higher paying jobs);
 - 5 Reduction in transportation impacts on area-wide roads;
 - 6 Mass transit and a variety of transportation choices; or
 - 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. (Applicant shall cite applicable Goals, Objectives or Policies.)

STANDARDS OF REVIEW - CATEGORY II

Land Use Densities/Intensities and Allowable Zoning Classifications

All land use designations, zoning classifications, and resulting development shall be consistent with the standards set forth in *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications*, except as specifically set forth in this Plan.

Optional Land Use Designations

The Board of County Commissioners may determine that a land use designation other than the designation requested by the applicant is appropriate. Examples of optional land use designations to the designation applied for are set forth in *Exhibit FLU: Optional Land Use Designations*.

Services and Facilities/Internal Consistency of the Comprehensive Plan

Minimum facilities needed to support a land use designation amendment shall be those defined in *Exhibit FLU: Services and Facilities by Classification* and shall be subject to the requirement of Section 163.3177(2), Florida Statutes that coordination of the elements of the local comprehensive plan shall be a major objective of the planning process. Accordingly, applicants for Future Land Use amendments shall submit data and analyses as summarized below. The



analyses shall document the fact that the proposed amendment will not cause internal inconsistency within the Seminole County Comprehensive Plan by lowering the adopted levels of service contained in the Capital Improvements and Implementation Elements of this Plan.

State/Federal Agency Review

Proposed amendments shall be forwarded to appropriate State agencies (and federal agencies when appropriate) for review and comment on projects located adjacent to State or federally owned lands, within any area subject to special provisions of law or upon request of the State or federal agency.

Data and Analysis

The following data and analysis shall be provided by the applicant as part of the application package to provide adequate time for review by staff and appropriate agencies:

- A** Any application for a Plan amendment within an area affected by a special law, such as the Wekiva River Protection Act, must contain a statement of consistency with the provisions of law rendered by the appropriate agency or, if the appropriate agency will not or cannot issue such a statement, the application shall provide sufficient competent evidence to demonstrate consistency with the special provisions of law.
- B** Proposed amendments to the Planned Development future land use designation must be accompanied by a complete rezoning application (including associated master/site plan). The plan amendment application shall be accompanied by data and analysis supporting the ability of service providers to meet service demands at the density or intensity desired by the rezoning application. An approval of a rezoning shall not become effective until 22 days after publication of an unchallenged Notification of Intent by the State Land Planning Agency. The rezoning application shall be evaluated during the transmittal and adoption hearings relating to the Plan amendment application. For rezoning applications made by property owners, the public hearing for the rezoning may be held concurrently with the adoption of the Plan amendment. In so much as State law requires two public hearings for administratively initiated rezonings, the adoption hearing for the Plan amendment application may serve as the first public hearing on the rezoning application. If State law were to be amended, public hearings may be held in accordance with State law.
- C** Traffic studies shall be required to identify the ability of the roadway network and other transportation facilities to accommodate the land use with the existing or programmed network, near-site improvements, project phasing, etc., for all regular (large scale) amendments. Such studies may also be required for small scale amendments where roadways are constrained and public transportation limited.
- D** Student generation analysis, based on the student generation rate factors of the Seminole County School District, shall be provided by an applicant seeking an increase in density.
- E** Water demand calculations based on adopted levels of service as provided by the water service provider shall be provided by an applicant seeking increases in density and/or intensity of land uses.
- F** For an amendment proposed to redesignate land that allows employment to a residential only designation the potential impact of the proposed amendment on the County's jobs-to-housing balance shall be calculated by the applicant, measured as a ratio between total County employment divided by total allowable housing units (according to statistics available from Metro Orlando), plus those proposed by the land use change. ~~As of 2008, the Seminole County jobs-housing ratio is 1.29.~~ If the calculation results in the County ratio falling below a minimum standard of 1.0 jobs per housing unit, the County may recommend an alternative course of action, such as a change of land use to the Mixed

Development Future Land Use designation, rather than a residential future land use designation.

- G** Wetlands mitigation plans, where disruption greater than that permitted by the Land Development Code is anticipated to occur, and documentation regarding viability of said mitigation plans from the appropriate agency that has jurisdiction over any impacted regional wetlands.

Amendments to Existing Planned Development Sites

The following standards apply when determining whether a Plan amendment is required for new development proposals on previously approved Planned Development sites:

- A** Plan amendment is required if the proposal shows uses or land areas not previously approved. The only exception to this criteria is public and quasi-public uses (e.g., libraries, schools, recreation, roads, transit facilities) that provide an area-wide benefit to the community.
- B** Plan amendment is required if the proposal shows a change in intensity or density of a previously approved use which results in an increase of 10% or more in the number of average daily trips as defined by Institute of Transportation Engineers trip generation standards.

Standards for Amending the Urban/Rural Boundary

The County's Urban/Rural Boundary has been established as a part of the Seminole County Charter. Any proposed amendment to the Boundary within the County Plan must meet the standards established in the Seminole County Charter.

Amendments to the County's Urban/Rural Boundary, as depicted on *Exhibit FLU: Special Area Boundaries*, may be considered only if all of the following standards are affirmatively met.

- A** Demonstration of Need:
 - 1 Data and analysis shall be provided to document that additional urban lands are needed to accommodate population, housing or employment projected for the horizon year of this Plan, based on the population projections used by the current version of the Seminole County Comprehensive Plan; or
 - 2 Data and analysis shall be provided to document that additional lands are required to support affordable, workforce or obtainable housing opportunities and choices in proximity to employment opportunities and public transportation or that such amendment is needed to achieve the adopted redevelopment goals of the County because of the lack of suitable redevelopable or vacant land within the urban area; or
 - 3 Data and analysis shall be provided to document that additional lands are required to support the adopted economic development goals of the County because of the lack of suitable vacant or redevelopable land within the urban area; or
 - 4 Data and analysis shall be provided to document that additional lands are required to provide for a critically needed public facility, such as a public school, because of the lack of suitable vacant or redevelopable land within the urban area.
- B** Locational Analysis of Amendments:
 - 1 Availability of facilities and services, and the orderly, efficient and cost-effective provision of service, given that the level of service for potable water and sanitary sewer in the Rural Area is on-site service, and that availability of public school capacity in the Rural Area is limited; and



- 2 Fiscal capacity to provide adopted levels of service; and
- 3 Protection of environmental and natural resources, including regionally significant natural areas.
 - a Analysis that the amendment would not negatively impact the interconnected system of wetlands/uplands that exist in the Rural Area and provide a high quality mosaic of regional significance. This analysis must describe how the amendment protects the wetlands/uplands systems, including:
 - 1) Retaining the connectivity of wetlands;
 - 2) Retaining/Improving the ecological quality of wetlands; and
 - 3) Retaining the functional and structure values of the types of wetlands in the Rural Area.
 - b If amendment to the Urban/Rural Boundary is approved, developments shall avoid impact to wetlands to the maximum extent possible by utilization of clustering and other special techniques.
- 4 Contiguity to existing boundary and urban development patterns so as to discourage urban sprawl; and
- 5 Adequate transitions to maintain compatibility with adjacent, existing communities.
- C Mandatory Consistency with the Goals, Objectives and Policies of the Plan and Regional, Plans:
 - 1 Any proposed amendment to the Urban/Rural Boundary must undergo an assessment of consistency with applicable goals, objectives and policies of this Plan, the East Central Florida Regional Planning Council's Strategic Regional Policy Plan, and the Central Florida Regional Growth Vision.

The above standards shall be evaluated by means of the preparation of needs analysis statements, economic impact statements, environmental impact statements, and land use compatibility analyses. If an amendment to the Urban/Rural Boundary is adopted, the above referenced documentation shall be submitted to the State Reviewing Agencies as support documents relating to rural/urban area amendments.

Standards for Plan Amendments within the East Lake Sylvan Transitional Area

In order to be eligible for residential density increase within the East Lake Sylvan Transitional Area, as depicted in *Exhibit FLU: Special Area Boundaries*, an applicant for a Plan amendment proposing a residential density greater than one unit per net buildable acre must comply with each of the following standards:

- A The maximum allowable residential density upon parcels shall not exceed 2.5 dwelling units per net buildable acre.
- B Plan amendments shall be to the Planned Development future land use designation with an associated PD (Planned Development) zoning district. Residential development shall employ clustering techniques to comply with Policy [FLU 12.2](#) by creating less impact on natural resources than one unit per net buildable acre in a non-clustered configuration.
- C Applications for development shall include specific information to document how the proposed development will comply with Paragraph B above. [A methodology for creating the required documentation will be included in the Comprehensive Plan](#)



amendments implementing the 2022 Evaluation and Appraisal Report. This information may include, but is not limited to, the following:

- 1 Length of paved roads and utility lines needed to serve the development.
 - 2 Acreage set aside from development through designation as open space and/or conservation easements.
 - 3 Preservation of native vegetation, wildlife habitat, and aquifer recharge areas.
 - 4 Innovative design techniques such as low-impact development (LID) and LEED certification.
- D** Prior to approval, the applicant shall be required to submit documentation demonstrating that natural resources are protected, provided a maximum density not to exceed two and one-half dwelling units per net buildable acre.
- E** All conditions necessary for compliance with these standards shall be placed in the subdivision's covenants and restrictions, which covenants and restrictions shall be recorded in the official land records of Seminole County and which will provide for enforcement of the restrictions by the mandatory homeowners association established to govern the subject property.



URBAN LAND USE CATEGORIES RESIDENTIAL DESIGNATION SERIES

Low Density Residential

Purpose and Intent

The purpose and intent of this land use designation is to provide appropriate locations for ~~standard detached single family~~ residences at a maximum density of four dwelling units per net buildable acre, with a limited list of public purpose and special exception uses. This land use requires a full range of basic services and facilities and may serve as an effective transitional use between more intense urban uses and Suburban Estates.

Uses

- A Single family detached residences (site-built or modular) and/or Missing Middle housing typologies as defined in the Introduction Element (except for Six-plexes, Courtyard Buildings, and Live/Work units), up to four dwelling units per net buildable acre;
- B Public elementary schools, public middle schools and public high schools; and
- C Special exception uses such as group homes, houses of worship, day care, guest cottages, home occupation, public utilities, and publicly owned parks and recreational areas.

Services and Facilities

This land use requires an urban level of service for most facilities consistent with *Exhibit FLU: Services and Facilities by Classification*.

Special Provisions

- A Pedestrian, bicycle and vehicular linkages between abutting residential areas is encouraged in order to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions should be designed to serve local residents and discourage through traffic. Pedestrian connections between residential areas, sidewalks abutting the residential areas, and transit stops are encouraged.
- B Clustering of residential units to preserve environmentally sensitive areas above and beyond Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification. To maintain compatibility with surrounding land uses, the density of clustered units is limited to a maximum of four dwelling units per net buildable acre.
- C Mobile homes/manufactured housing may be permitted where compatible with surrounding development (i.e., areas where these uses are established and areas serving as a transition between higher intensity urban uses and Low Density Residential uses).
- D ~~Single family detached residences (site-built or modular)~~ Allowable dwelling unit types may be permitted up to seven dwelling units per net buildable acre in compliance with the provisions of *Policy FLU 10.1 Affordable and Workforce Housing Density and Intensity Bonuses*.

Medium Density Residential

Purpose and Intent

The purpose and intent of this land use designation is to provide for a range of residential uses at a maximum density of 10 dwelling units per net buildable acre and allow for the conversion of existing residential units to residential professional office uses in the Residential Professional zoning classification. This land use should be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. This land use can serve effectively as a transitional use between more intense urban development and Low Density Residential/Suburban Estates uses.

Uses

- A** Single family detached residences, patio homes, duplexes, multi-family units, mobile home parks/manufactured housing parks and factory built modular units at a maximum density of 10 dwelling units per net buildable acre;
- B** Missing Middle housing typologies (except for Live/Work units), as defined in the Introduction Element at a maximum density of 10 dwelling units per net buildable acre;
- B C** Conversion of existing residential units to residential professional offices;
- E D** Public elementary schools, public middle schools and public high schools; and
- D E** Special exception uses such as group homes, houses of worship, day care, guest cottages, home occupation, public utilities and publicly owned parks and recreational areas.

Services and Facilities

This land use requires a full range of services and facilities (see *Exhibit FLU: Services and Facilities by Classification*).

Special Provisions

- A** Multi-family developments require the provision of on-site amenities including active recreation areas, usable open space and pedestrian walkways as a component of development design. On-site transit facilities (e.g., bus shelters and bays) may be required on a site specific basis.
- B** Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification. To maintain compatibility with surrounding land uses, the density of clustered units is limited to a maximum density of 10 units per net buildable acre.
- C** Residential dwelling units may be permitted up to a density of 12 dwelling units per net buildable acre in compliance with the provisions of *Policy FLU 10.1 Affordable and Workforce Housing Density and Intensity Bonuses*



High Density Residential

Purpose and Intent

The purpose and intent of this land uses designation is to provide for a range of residential development at a maximum density of 20 dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses

- A** Condominiums, townhouses, apartment hotels, boarding and lodging houses, and motels;
- B** Missing Middle housing typologies (except for Live/Work units), as defined in the Introduction Element, at a maximum density of 20 dwelling units per net buildable acre;
- ~~B~~ C** Public elementary schools, public middle schools and public high schools; and
- ~~C~~ D** Special exception uses such as houses of worship, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.
- ~~D~~ E** Residential densities may be permitted up to a maximum of 22 dwelling units per net buildable acre in accordance with the provisions of Policy FLU 10.1 and Policy HSG 3.3.

Services and Facilities

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities by Classification*).

Special Provisions

- A** High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to area schools, shopping and recreational facilities. On-site transit facilities (e.g., bus shelters and bays) may be required on a site specific basis.
- B** Clustering of residential units to preserve environmentally sensitive areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the Planned Unit Development zoning classification.
- C** Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.

Special Services

Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent reuse to meet public safety needs and offset facility capacity impacts.



URBAN LAND USE CATEGORIES

MIXED LAND USE DESIGNATION AND OVERLAY SERIES

Urban Centers and Corridors Overlay

Purpose and Intent

The purpose of the Urban Centers and Corridors Overlay is to encourage and incentivize a phased redevelopment of areas identified on *Exhibit FLU: Urban Centers and Corridors* into a more compact development pattern to achieve these County objectives: support the Central Florida Regional Growth Vision; increase internal trip capture within a Center; increase access to needed services; increase availability of and easy access to jobs; increase availability of a range of attainable, workforce and affordable housing; and increase safe use of multiple modes of transportation. A performance framework will determine how infill development and redevelopment seeking incentives can occur.

The Urban Centers are located within the unincorporated Dense Urban Land Area, contain one or more urban land uses (such as residential or employment), and have access to more than one mode of transportation.

Urban Centers and Corridors approval processes are as specified in Policy FLU 5.17.

Planned Development

Purpose and Intent

The purpose and intent of this land use designation is to ~~enable~~ implement innovative arrangements of land development features that are not possible with the use of standard land use designations and zoning districts. The Planned Development future land use designation shall promote flexibility and creativity in development design, especially where needed to implement adopted policies of the Comprehensive Plan. It may also be used to promote affordable/workforce housing, pedestrian-oriented development, and protection of natural resources such as wetlands, lakes, and other natural amenities.

This land use designation provides for a variety of densities and/or intensities arranged within a development site to ~~encourage~~ facilitate flexible and creative site design. These considerations shall be paramount in any given project utilizing the Planned Development land use designation; an increase in density/intensity alone shall not justify an alternative to conventional future land use designations such as LDR, MDR, etc.

An application for rezoning to PD (Planned Development) zoning must accompany an application to amend the future land use designation of a property to PD (Planned Development) future land use. ~~The rezoning does not take effect until 31 days after completion of the transmittal of the adopted future land use amendment from the County to the State and Regional reviews agencies, which is the time period set for all Future Land Use amendments to take effect. The rezoning shall take effect upon the effective date of the PD future land use amendment under the provisions of Florida Statutes Chapter 163.3184 or 163.3187, whichever is applicable.~~ Upon approval of the future land use designation, the maximum permitted density and/or intensity requested in the rezoning application shall be noted on the County's Future Land Use Map or map series.

PD (Planned Development) zoning within the Planned Development land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans

shall address compatibility with adjacent uses through, at a minimum, buffering, setbacks, lighting, building heights, and creative site design features where needed (such as lot sizes on perimeters that are comparable to lot sizes in adjacent residential developments) to ensure such compatibility.

Additionally, architectural details may be considered by the Board of County Commissioners (Board) on a site specific basis when determining if a planned development is compatible with the character of the area. Such standards may include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; the size and location of service areas and other features specified by performance standards in the Land Development Code. If the proposed plan does not or cannot achieve the desired level of compatibility, as determined by the Board, the Board may deny the PD future land use designation and rezoning request.

Uses

Subject to limitations specified in the Land Development Code, any use may be allowed within a planned development. Typical projects may include, but are not limited to:

- A Mixed-use developments (residential and nonresidential uses on the development site);
- B Residential developments with a range of unit types and densities, and may include accessory dwelling units (ADUs);
- C Nonresidential developments (office, commercial, industrial, etc.);
- D Transit-oriented development;
- ~~D~~ E Public and private elementary schools, middle schools and high schools; and
- E E Attendant on-site facilities such as shared vehicular and bicycle parking facilities, public transit stops and shelters, utilities and recreation areas.

Zoning

~~Zoning classifications allowed in this land use designation are presented in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications. The only allowable zoning classification is the Planned Development (PD) zoning district.~~

Services and Facilities

Service and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial, etc.) land use designations for uses on the development site (see *Exhibit FLU: Services and Facilities by Classification*).

Special Provisions

- A Future Land Use Designation Requires Rezoning: ~~Plan amendments to~~ An application for the Planned Development future land use designation must be accompanied by and processed concurrently with a rezoning request for the Planned Development (PD) zoning district, including a ~~and preliminary master plan/site plan~~ Master Development Plan as provided for in the Land Development Code. ~~The proposed rezoning is processed at the same time as the amendment to Planned Development and shall not become effective until 31 days after completion of the future land use amendment process, as is the case for all Future Land Use amendments. The 31-day period allows for second transmission of that amendment following adoption to the State and~~



~~Regional Review agencies, response of State and Regional review agencies and waiting period required by State Law for affected parties to request hearings.~~

The ~~master plan/site plan~~ Master Development Plan shall provide open space, recreation, and internal and external pedestrian circulation for residents, employees and/or customers as a component of site design. ~~To the extent feasible, the master plan/site plan~~ The Master Development Plan is encouraged to shall protect locally and regionally significant features ~~such as, but not limited to, wetlands and floodplains~~ by ~~transferring~~ locating all residential units proposed for the portion of the site containing the feature to other portions of the site, through the use of clustering of units proposed residential and/or nonresidential uses within net buildable areas as defined in the Introduction Element. Historic or archaeological sites of significance shall also be preserved through effective site design. This provision applies for sites within the urban portion of unincorporated Seminole County, and not for sites within or adjacent to the Wekiva Protection Area and the East Rural Area.

- B** Minimum Open Space: A minimum of 25% of the site must be designated as recreation and common open space areas ~~except that larger amounts of open space may be required under other policies of the Comprehensive Plan and/or regulations in the Land Development Code.~~
- C** Compatibility with Adjacent Uses: Due to the ability to cluster units and provide for a mixture of uses on-site, planned developments require special consideration of the location, type and size of buffer yards to maximize compatibility with adjacent land uses.
- D** Nonresidential Use Locations within Mixed-use Planned Developments: Commercial and other nonresidential uses within mixed-use developments are encouraged to be placed in locations that will provide convenient vehicular, pedestrian and bicycle access for residents of the planned development community, demonstrate internal trip capture within the planned development community, and minimize the impact of commercial uses on adjacent and surrounding communities.
- E** Minimum Size: ~~Mixed-use All~~ planned developments are required to demonstrate that they contain must include sufficient contiguous acreage to effectively design the site for residential and nonresidential uses, and required parking provide all required features and support facilities, including open space, stormwater retention, and parking.
- F** Planned Developments in Sensitive Areas: Planned developments adjacent to the Wekiva and Econlockhatchee Rivers and adjacent wetlands, as well as within the Rural Area of Seminole County, shall be designed to maintain the rural density, intensity and character of these areas, and where permitted, concentrate allowable units on those portions of the development site which are farthest from the surface waters and wetlands, and restrict required open space areas to passive recreational uses.
- G** Development Phasing: Development of the phases of a mixed-use development must be timed concurrent with concurrency facility capacity to ensure the provision of adequate public services according to adopted standards (see *Exhibit FLU: Services and Facilities By Classification*) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- H** Access within the Development: Planned developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities if developed as a mixed-use development. Sidewalks, bicycle paths, cross access easement, connected parking lots, and other similar means of providing full internal access are typical components.



- I Access to Adjacent Developments: If developed as a mixed-use development, planned developments shall provide access for vehicles, bicycles and pedestrians from the mixed-use development to adjacent activities for ease of travel and reduction of trips on main thoroughfares. Access to residential neighborhoods shall be designed to prevent cut-through traffic and intrusion of adverse impacts. Design concepts shall include a roadway design for mixed-use areas that does not adversely impact established residential areas.
- J Shared Facilities: Planned developments are intended to offer advantages of integrated infrastructure (e.g., shared parking, stormwater facilities and signage, etc.) to reduce costs, reduce the provision of excess facilities and improve visual appearance.

Special Services

Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent reuse to meet public safety needs and to offset facility capacity impacts.

Higher Intensity Planned Development (HIP) - Core And Transitional Areas

Purpose and Intent

The purpose and intent of this land use is to designate strategic locations to accommodate employment centers and higher intensity mixed uses where efficient use can be made of existing infrastructure and to discourage urban sprawl. The maximum density and intensity permitted in the HIP-Core designation is 50 dwelling units per net buildable acre and floor area ratio of 1.0, and 20 dwelling units per net buildable acre and floor area ratio of 0.35 in the HIP-Transitional designation. This land use is designated within the urban service area along major expressway, collector, and arterial roadway corridors, and interchange areas where location factors and higher land values tend to attract higher intensity development and services and facilities are programmed to accommodate a variety of residential and nonresidential uses. Medium to high density residential supportive of employment uses, office, commercial and industrial land uses are permitted, in order to allow for multimodal work trips. This will allow residents of a mixed use development or housing built close to an employment use the option of walking or bicycling to work, or driving to work without accessing major arterials and freeways. The intent of this land use is to:

- A Provide an economic benefit in terms of employment opportunities and increased tax base;
- B Locate higher intensity uses where roadway capacity can accommodate increased traffic due to short trip distances to major freeways and increased lane capacity at major intersections; and
- C Locate higher intensity uses along major roadways, at interchanges and intersections to reduce development pressures in other areas of the County, thereby minimizing road congestion and community compatibility impacts associated with sprawl development.

Uses

- A Planned developments, corporate business parks, office complexes, industrial parks and attendant retail, commercial, service, and hotel uses;
- B Public and private elementary schools, middle schools and high schools;
- C Planned medium density residential and high density residential developments supportive of employment uses; and



Mixed Development

Purpose and Intent

In general, the purpose and intent of this land use is to encourage and promote well planned, suitable and appropriate mixed-use developments with residential and nonresidential components in close proximity to one another. ~~This land use designation is an optional, or applicant-driven, land use for which an applicant will apply.~~ The County shall not may apply the Mixed Development (MXD) land use designation ~~unless working with land owners~~ for a public purpose, such as enabling redevelopment undertaken pursuant to plans or strategies adopted in accord with Chapter 163, Part III of Florida Statutes, or as part of an overall strategy to support the Central Florida Regional Growth Vision by enabling the creation of compact, transit-oriented and energy-efficient development patterns that prevent urban sprawl and strip development, and foster the use of alternative transportation modes. Should an applicant seek this land use designation, the list of potential development options is identified below. This land use provides for a mix of uses within a development site ~~or within a multiple parcel area~~ to encourage flexible and creative design, to protect established residential neighborhoods from adverse impacts from nonresidential development while encouraging internal capture of automobile trips and to reduce the cost of public infrastructure. The Mixed Development designation allows for a transition of uses from parcel to parcel to protect adjacent residential uses from adverse impacts of nonresidential uses.

A minimum of two uses are required within an MXD development unless special circumstances apply ~~(see Paragraph C below), but no mandatory minimum percentage of each use shall be established.~~

~~Where unincorporated lands within a corridor, or an unincorporated area with multiple parcels and multiple property owners has been designated as Mixed Development, multiple providers of potable water and sanitary sewer exist and the area is not subject to a Development of Regional Impact approval, individual service areas shall be identified and the maximum allowable number of dwelling units and nonresidential square footage shall be recorded for each service area as a part of the Seminole County Comprehensive Plan Future Land Use Element text. The maximums shall be determined by and consistent with the adopted levels of service of the providers.~~

Potential Development Options that may be selected Development Options and Criteria

- A Mixed-use developments that include a mix of residential and nonresidential components. Within such developments, residential shall not exceed 49 percent of gross floor area except where located above street-level retail or office uses;
- B Multiple use developments allow with a mixture of nonresidential uses, such as retail commercial, office, service uses and/or light industrial;
- C ~~New developments are required to be mixed-use developments, unless~~ Single-use developments in which one or more special circumstances apply, as follows:
 - 1 Existing single use developments in place at the time that the land area ~~is~~ was designated MXD. Such developments shall be allowed to continue as legal conforming uses that can be ~~restored~~, maintained ~~or redeveloped~~ in accordance with the zoning district standards in effect prior to designation of the site as MXD Future Land Use. However, new development approvals shall require rezoning to the MUCD, PD, or PLI districts.
 - 2 New single use developments ~~proposed for this land use designation shall be allowable uses if a site contains~~ on sites containing fewer than six acres.



~~3—Single use residential developments on sites containing six or more acres are allowable if a range of housing opportunities, including workforce housing, and a variety of transportation choices linking the development to nearby nonresidential uses is provided, in support of the Central Florida Regional Growth Vision.~~

- D. Allowable residential uses may include single family in place prior to the land being designated MXD, ~~zero-lot line units, duplexes, tri- and quadplex units, townhouse units, units located above nonresidential uses within multi-story structures, accessory units and multi-story multi-family units;~~ multi-family, and Missing Middle typologies;
- E. Allowable nonresidential uses may include commercial, office, hotel, service, very light industrial, public and private schools (including elementary, middle and high schools), banks, cultural facilities, open space and natural areas, health care facilities including hospital, day care facilities, indoor recreational facilities, parks, restaurants, business and light industrial "incubators" and research facilities; and
- F. Attendant on-site facilities such as structured parking facilities integrated into other uses, transit facilities, utilities, and recreation areas.

Land Use Mix Requirements

The Mixed Development future land use designation will accommodate a land use mix consistent with the following table:

General Use	Minimum Acreage	Maximum Acreage
Medium – High Density Residential Uses*	20%	80%
Light Industrial Uses	20%	80%
Commercial Uses(including retail and office uses)**	20%	80%

Note: Total land use mixture cannot exceed 100% of site acreage.

**Maximum permitted residential density is 30 dwelling units per net buildable acre. A residential density of up to 40 units per net buildable acre will be permitted where a minimum of 20% of the project's units qualify as workforce housing.*

***The maximum Floor Area Ratio (FAR) for all nonresidential uses shall be .60 FAR with a potential bonus of .20 FAR for developments that qualify as a workforce housing development. A potential bonus of .20 FAR is also available for projects that meet the minimum green certification standards per Policy FLU 5.15 Mixed-Use Developments. In no case shall the FAR exceed 1.0 inclusive of each bonus.*

- ~~G.~~ This distribution range represents the mix of uses within the entirety of the Mixed Development area which would be accommodated over the planning horizon. Mixed Development land use shall be assigned to properties in ~~accord~~ accordance with, but not limited to, the following criteria:
 - 1 Properties currently surrounded by or planned for urban densities and intensities of land use;
 - 2 Location of the property ~~within, or in close proximity to, an established Community Redevelopment Area or~~ within a one-mile radius of a commuter rail station stop.
 - 3 Standards, methodologies and techniques addressed in the Comprehensive Plan, such as level of service standards to ensure that internal consistency is maintained;
 - 4 Provision of facilities and services shall be required consistent with *Exhibit FLU: Services and Facilities By Classification*; and
 - 5 Mixed Development land use shall not be assigned to properties within the Wekiva River Protection Area or the East Rural Area of Seminole County.



Nonresidential uses and FARs shall transition away from established residential neighborhoods according to the requirements of *Policy FLU 5.15 Mixed-Use Developments* and the assigned zoning classification to prevent adverse impacts to adjacent residential neighborhoods. Mixed-use structures abutting neighborhoods or lands with residential future land use designations shall include design features facing those residential lands that are compatible with and complementary to the residential areas and other features intended to ensure a compact, walkable development pattern, as specified in the Seminole County Comprehensive Plan Performance Standards contained within *Policy FLU 5.15 Mixed-Use Developments* and the Land Development Code.

Zoning

Zoning classifications allowed in this land use designation are presented in *Exhibit FLU: Future Land Use Designations and Zoning Classifications*. Plan amendments to Mixed Development do not require a concurrent rezoning at the time the land use designation is assigned.

Locational Criteria

Uses must be located so as to be compatible with existing uses. A Mixed-Use Concept Plan must be submitted and approved as part of any rezoning to an allowable zoning district within the MXD future land use designation. *Exhibit FLU: Compatible Transitional Uses* will be utilized in evaluating compatibility of proposed uses.

Concept Plan

The concept plan shall ~~illustrate~~ specify the location of proposed uses and facility improvements; a walkable development pattern that supports multiple modes of transportation; and ~~shall indicate proposed~~ densities and intensities of uses. The purpose of the concept plan is to determine whether the proposed use can ~~meet the requirements of the zoning classification, which implement~~ comply with the performance standards specified in *Policy FLU 5.15 Mixed-Use Developments*. ~~The Concept Plan shall support and be consistent with the maximum densities and intensities of any individual service area, where applicable.~~ Special attention shall be given to established residential uses adjacent to or near any MXD parcel or area to provide a reasonable transition of uses and reasonable buffers. A transition area of compatible residential uses, structures that resemble residences of comparable heights to the adjacent residential uses, or substantial buffers and setbacks must be provided between the established residential uses and any new nonresidential use.

Services and Facilities

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities by Classification*). Services and facility requirements will vary according to development intensity. Services and facilities are to be at a minimum, consistent with the requirements of comparable individual (residential, office, commercial, industrial, etc.) land use designations for uses on the development site (see *Exhibit FLU: Services and Facilities by Classification*). Adequate services and facilities must be in place or programmed prior to the Board of County Commissioners approving any new zoning classification within this land use designation. Rezoning to allow nonresidential uses may be approved only if the applicant demonstrates that the project traffic will not damage local roads or adversely impact residential uses.

Performance Standards

Performance Standards provided in *Policy FLU 5.15 Mixed-Use Developments* and the Seminole County Land Development Code shall apply (see *Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications* for allowable residential densities and nonresidential intensities).



- A Open Space: Open space shall be provided that incorporates and preserves natural areas, if any, is consistent with the requirements of Urban Open Space definition contained in Policy FLU 4.4 and the Introduction Element, as well as land development code requirements, and shall be designed in a manner to promote compatibility of uses by promoting pedestrian connections between compatible uses and assisting in buffering of incompatible uses.
- B Landscaping and Buffers: Flexibility in design of landscaping and buffers shall be allowed in mixed-use developments to maximize compatibility between existing and proposed land uses based on the intensity of proposed uses. Where compatibility permits, separate pedestrian and vehicular connections to abutting land uses shall be provided.

Special Provisions

- A Compatibility: Development within Mixed Development shall be designed in a manner to promote compatibility of uses. Special consideration shall be given to pedestrian connections, building setbacks and building heights, and the location, type and size of buffering and landscaping to prevent adverse impacts to adjacent established residential neighborhoods.
- B Development Phasing: Development of the phases of a mixed-use development must be timed concurrent with facility capacity to ensure the provision of adequate public services according to adopted standards (see *Exhibit FLU: Services and Facilities by Classification*) and facility plans. Each phase must be self-sufficient on a cumulative basis in case subsequent phases are delayed or abandoned.
- C Access within the Development: Mixed-use developments shall be designed to have safe and plentiful ways for vehicles, bicycles and pedestrians to travel between and among the several uses and activities in the mixed-use development, thus providing for a variety of transportation choices in support of the Central Florida Regional Growth Vision. Sidewalks, cross access easements, connected parking lots, and other similar means of providing full internal access are typical components. Exterior pedestrian connections to transit shall also be provided for corridors served by transit.
- D Access to Adjacent Developments: Access for vehicles, bicycles and pedestrians from the mixed-use development to adjacent activities and uses shall be provided for ease of travel and reduction of trips on main thoroughfares. Access to residential neighborhoods shall be designed to prevent cut-through vehicular traffic and intrusion of adverse impacts; however, pedestrian and bicycle access between developments is encouraged. Developers shall be directed to meet with adjacent neighborhoods to discuss the feasibility of such connectivity and methods of preserving the character of the surrounding neighborhoods. Construction of and improvements to collector streets serving mixed-use developments shall be designed to collect all traffic from the mixed-use development and direct such traffic to existing major thoroughfares and not through adjacent single family neighborhoods. Major streets, including collector streets, shall not dead end at points adjacent to established single family neighborhoods. Design concepts shall include a roadway design for mixed-use areas that does not adversely impact established residential areas.
- E Shared Facilities: Mixed-use developments are intended to offer advantages of integrated infrastructure that provides increased efficiencies of construction and maintenance and better visual appearance. Shared parking, stormwater facilities and signs are encouraged to create a unity of development, to reduce costs, to reduce the provision of excess facilities and to improve visual appearance. Minimum standards must be met for each individual activity unless a demonstration can be made that shared facilities with reduced standards

will still provide adequate service to the site. Offsetting advantages of visual appearance, reduced public maintenance or other factors will also be considered.

F Mixed-Use Developments on Streets and Highways:

- 1 Access: Access to streets and highways shall be provided in a manner consistent with the Seminole County Comprehensive Plan policies of supporting the Central Florida Regional Growth Vision of ensuring multiple transportation modes, and the ~~Seminole County Land Development Code~~ objectives of creating a network of local multi-modal corridors that facilitate mobility in and around the site. Strip development, or development with vehicular access only, shall not be approved.
- 2 Street Trees: Mixed-use developments shall provide street trees along all adjacent public streets planted in the right-of-way pursuant to approval by the County Engineer or on private lands immediately adjacent to the street right-of-way if public right-of-way planting presents safety hazards.
- 3 Signage: Shared signage to reduce safety hazards caused by excessive signage shall be a feature of mixed developments, and shall be regulated consistent with the requirements of the Land Development Code.

Oxford Place Future Land Use Overlay District

Purpose and Intent

The purpose and intent of this Land Use Overlay District is to guide development in the Oxford Place area to be consistent with the recommendations of the Oxford Road Redevelopment Study of 2014 and to assure that proposed development and public investment within the Oxford Place area result in mixed use redevelopment of the area, including roadways designed as Complete Streets, creation of a sense of place around a focal point, safe pedestrian and vehicular circulation to the surrounding neighborhoods and the Kewanee Trail, and multimodal transportation options. This includes a "downtown/main street" destination for that part of Oxford Road from State Road 436 south to the intersection with Fern Park Boulevard. The Overlay District is generally bounded by US 17-92 to the west, Lake of the Woods Boulevard to the south, Fern Park Boulevard to the east, and State Road 436 to the north. The Oxford Place Overlay District is shown in the Exhibits of this Element as the Oxford Place Overlay District Boundary. Property within the Overlay District Boundary shall develop in accordance with the requirements of the Overlay District found herein and within the Land Development Code.

Uses

Uses include general and medical offices, multifamily residential, and commercial such as, retail, personal services, restaurants, cinemas, grocery stores, hotels, civic uses, recreation areas, parking structures integrated into a development, veterinary clinics, day-cares, and other similar uses. These uses are intended to create a mixed use development as further defined in the Oxford Place Overlay District, found in the Land Development Code of Seminole County.

Density/Intensity and Land Use Mix

In order to create an intense urban setting, the minimum density within the Oxford Place Overlay District is 20 dwelling units per net buildable acre, and maximum density is 50 dwelling units per net buildable acre. Nonresidential development shall be developed at no greater than a Floor Area Ratio of 1.0.

URBAN LAND USE CATEGORIES

NONRESIDENTIAL LAND USE CATEGORIES

Office

Purpose and Intent

The purpose and intent of this land use is to identify locations for a variety of office uses and allows for the conversion of existing residential structures to low intensity (residential professional) office uses. In addition, limited residential use shall be allowed, serving a support function to predominantly office developments in order to bring housing and employment opportunities together on a single site.

This land use should be located along collector and arterial roadways to minimize traffic on local streets and to provide convenient access to transit facilities. This land use can serve as an effective transitional use between higher intensity nonresidential uses and High, Medium, and Low Density Residential uses. The maximum intensity permitted in this designation is 0.35 floor area ratio.

~~OP (Office Professional)~~, RP (Residential Professional) and PD (Planned Development) zonings within the Office land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks, lighting and building heights, to ensure compatibility with adjacent uses.

Additionally, architectural details may be considered by the Board of County Commissioners (Board) on a site-specific basis when determining if an office development in the RP and PD districts is compatible with the character of the area. Such standards may include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; and the size and location of service areas. If the proposed plan does not or cannot achieve the desired level of compatibility, as determined by the Board, the Board may deny the rezoning request.

Uses

- A Conversion of existing residential structures to low intensity professional office uses;
- B General office development;
- C Nursery schools, libraries, laboratories, and day care centers;
- D Public elementary schools, public middle schools and public high schools; ~~and~~
- E Special exception uses such as hospitals, funeral homes, medical clinics, banks, and public utility and service structures; ~~and~~
- F Missing Middle residential units within an office development, where such use occupies no more than 20 percent of net buildable area and 49 percent of total floor area.

Services and Facilities

This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities by Classification*).

Special Provisions

- A Low intensity lot coverage (building height restrictions) and landscaping are required to minimize traffic congestion and visual impacts when office uses are located adjacent to low and medium density residential areas.

- B Joint access and cross access easements are encouraged to maintain roadway capacity.
- C Relaxed building heights may be permitted where compatible with surrounding uses.
- D Where residential use is proposed in an office development, residential floor area shall be counted toward the maximum FAR of 0.35.

Commercial

Purpose and Intent

The purpose and intent for this land use is to identify locations for a variety of commercial uses including neighborhood and community shopping centers, convenience stores, retail sales, highway oriented commercial, and other commercial services. In addition, limited residential use shall be allowed, serving a support function to predominantly commercial developments in order to bring housing, shopping, and employment opportunities together on a single site.

This land use should be located at the intersections of major roadways and along major roadways as infill development where this use is established. The maximum intensity permitted in this designation is 0.35 floor area ratio.

Uses

- A Neighborhood convenience store;
- B Community, regional and subregional shopping centers;
- C Colleges, universities, business and technical schools;
- D Retail sales, restaurants and commercial services;
- E Highway oriented businesses and outdoor advertising;
- F Amusement and commercial recreation within an enclosed building;
- G Adult and child care facilities, including evening and night facilities ;
- H Public and private elementary schools, middle schools, and high schools;
- I Hotels and motels; ~~and~~
- J Apartments and/or Missing Middle residential units within a commercial development, where such use occupies no more than 20 percent of net buildable area and 49 percent of total floor area; and
- K Special exceptions such as contractor, alcoholic beverage, drive-in restaurants, flea markets, mechanical garages, paint and body shops, service stations, lumberyards, public utilities, hospitals and nursing homes.

Services and Facilities

This land use requires a full range of urban services and facilities (see with *Exhibit FLU: Services and Facilities by Classification*).

Special Provisions

- A To maintain roadway capacity and to facilitate the movement of through traffic on major roadways, development of commercial uses in a strip fashion is discouraged except in those infill areas where commercial development has already occurred.
- B Commercial developments adjacent to existing residential neighborhoods should be developed ~~as Planned Developments with a~~ in accordance with flexible site design standards in the Land Development Code to provide adequate buffers, maintain existing tree cover, allow for adequate and safe pedestrian and bicycle connections ~~between the Planned Development and~~ with existing residential neighborhoods, and maximize visual compatibility with surrounding neighborhoods.

- C A landscaped buffer between all commercial areas and highway frontage should be provided in conjunction with adequate sign controls to enhance community aesthetics and maintain neighborhood compatibility.
- D Where residential use is proposed in a commercial development, residential floor area shall be counted toward the maximum FAR of 0.35.



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2022-7440

Title:

Omega Vision Investments Rezone - Consider a Rezone from RP (Residential Professional) to RP (Residential Professional) for a medical office on approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive; (Z2022-32) (Christopher Pearson, Applicant) District3 - Constantine (**Tyler Reed, Project Manager**)

Authorized By:

Rebecca Hammock

Division:

Development Services - Planning and Development

Contact/Phone Number:

Tyler Reed - 407-665-7398

Motion/Recommendation:

1. Adopt the Ordinance enacting a Rezone from RP (Residential Professional) to RP (Residential Professional) for 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive; or
2. Deny adoption of the proposed Ordinance enacting Rezone from RP (Residential Professional) to RP (Residential Professional) for 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive; or
3. Continue the request to a time and date certain.

Background:

The Applicant is requesting a rezone from RP (Residential Professional) to RP (Residential Professional), to develop the subject property as a medical office in one existing building with three separate office suites totaling 2,319 square feet. The existing building use is professional office. The current RP zoning for the subject property does not permit medical office use, therefore the rezoning is required to add medical office as a permitted use.

The subject property has an Office Future Land Use designation, which allows a

maximum intensity of 0.35 Floor Area Ratio. The intent of the Office Future Land Use designation is to provide appropriate locations for a variety of office uses. RP allows for the conversion of existing residential structures to low intensity (Residential Professional) office uses; this includes medical offices.

The Future Land Use and zoning designations of the surrounding area are as follows:

East: Future Land Use: OFF (Office)
Zoning: RP (Residential Professional)
West: Future Land Use: OFF (Office)
Zoning: RP (Residential Professional)
North: Lake Rena Drive
Future Land Use: LDR (Low Density Residential)
Zoning: R-1AA (Single Family Dwelling)
South: State Road 434
Future Land Use: City of Longwood
Zoning: City of Longwood

The subject property falls within the Urban Centers and Corridors Overlay, Wekiva Study Area, and Urban Bear Management Area.

Site Analysis

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial 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 are no endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the Seminole County utility service area and will not be required to connect to public utilities.

Transportation/Traffic:

The property proposes access onto State Road 434, which is classified as an Urban

Principal Arterial roadway. State Road 434 is currently operating at a level-of-service “A to C” and does not have improvements programmed in the FDO 5-year Work Program.

Sidewalks:

There is an existing sidewalk along State Road 434.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin. No additional impervious area is proposed as part of this project. If additional impervious area is proposed, then stormwater retention would be required.

Buffers and Open Space:

Buffers and Open Space are in compliance with the Seminole County Land Development Code.

Consistency with the Land Development Code

The proposed RP (Residential Professional) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 34.

The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed development supports the objectives of the RP zoning designation through sufficient buffering and a proposed use that is compatible with the surrounding commercial and residential zoning classifications.

Staff finds the requested RP zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area.

Consistency with the Comprehensive Plan

The purpose and intent of the Office Future Land Use is to identify locations for a variety of office uses and allows for the conversion of existing residential structures to low intensity (Residential Professional) office uses. This land use should be located along collector and arterial roadways to minimize traffic on local streets and to provide convenient access to transit facilities. This land use can serve as an effective transitional use between higher intensity non-residential uses and high-, medium-, and low- density residential uses. The maximum intensity permitted in this designation is 0.35 floor area ratio.

The proposed RP zoning classification is compatible with the surrounding trend of development in the area and is consistent with both the allowable use and density provisions of the Office Future Land Use designation.

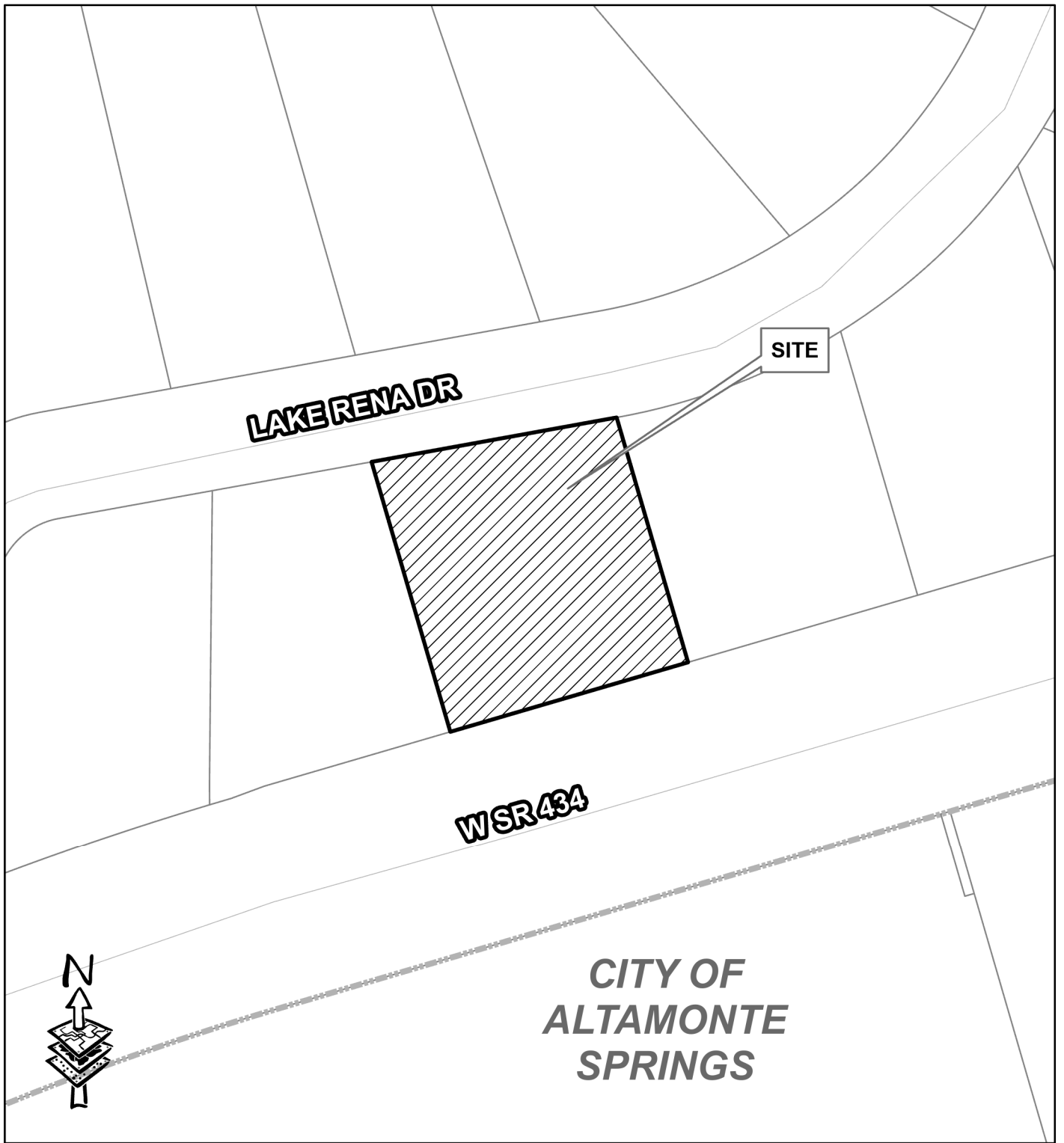
Staff finds the proposed RP zoning classification to be consistent with the Comprehensive Plan.

Planning & Zoning Commission Recommendation

The Planning & Zoning Commission met on December 7, 2022, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from RP (Residential Professional) to RP (Residential Professional) for approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive.

Staff Recommendation:

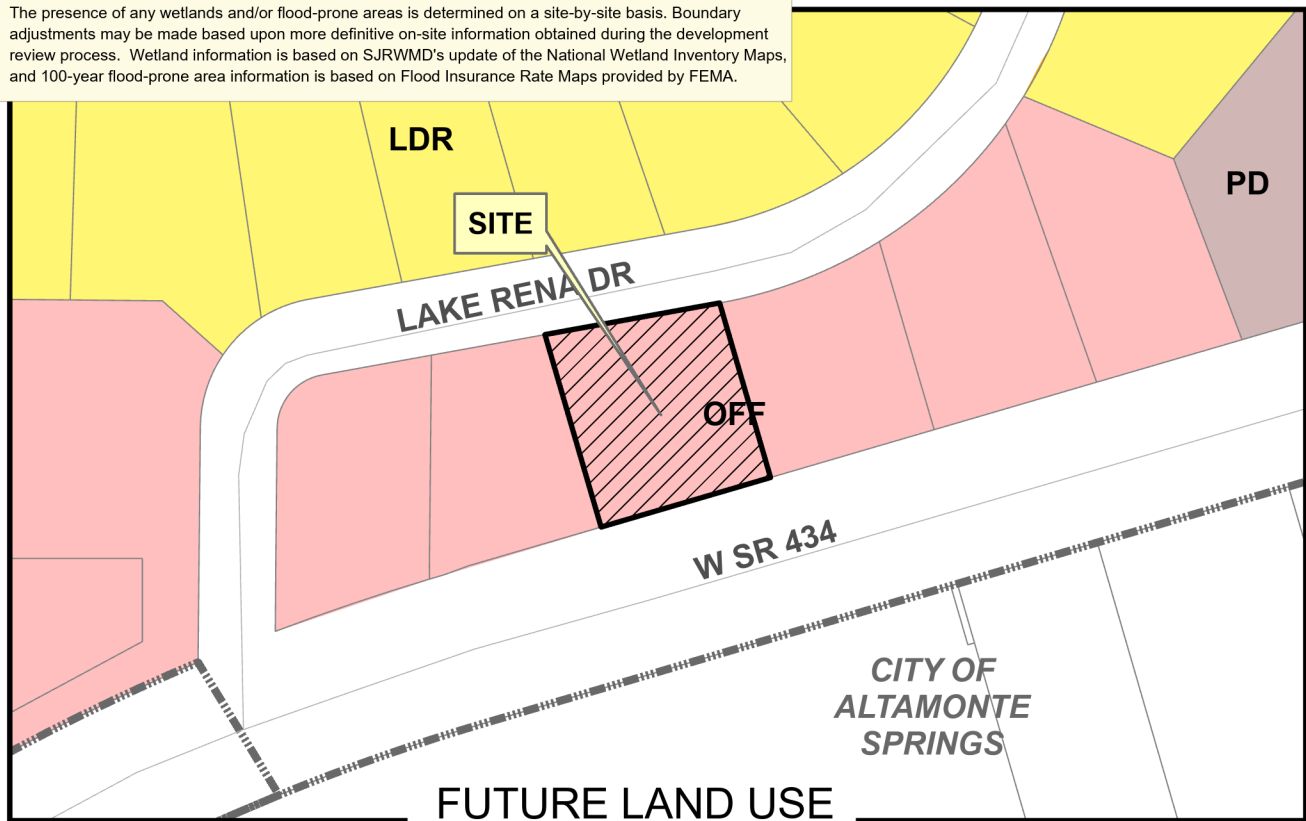
Recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from RP (Residential Professional) to RP (Residential Professional) for approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive.



Date: 11/3/2022

Name Z2022-032BandW

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.



 Site
  CONS
  Municipality
  LDR
  OFF
  PD

Applicant: Christopher Pearson

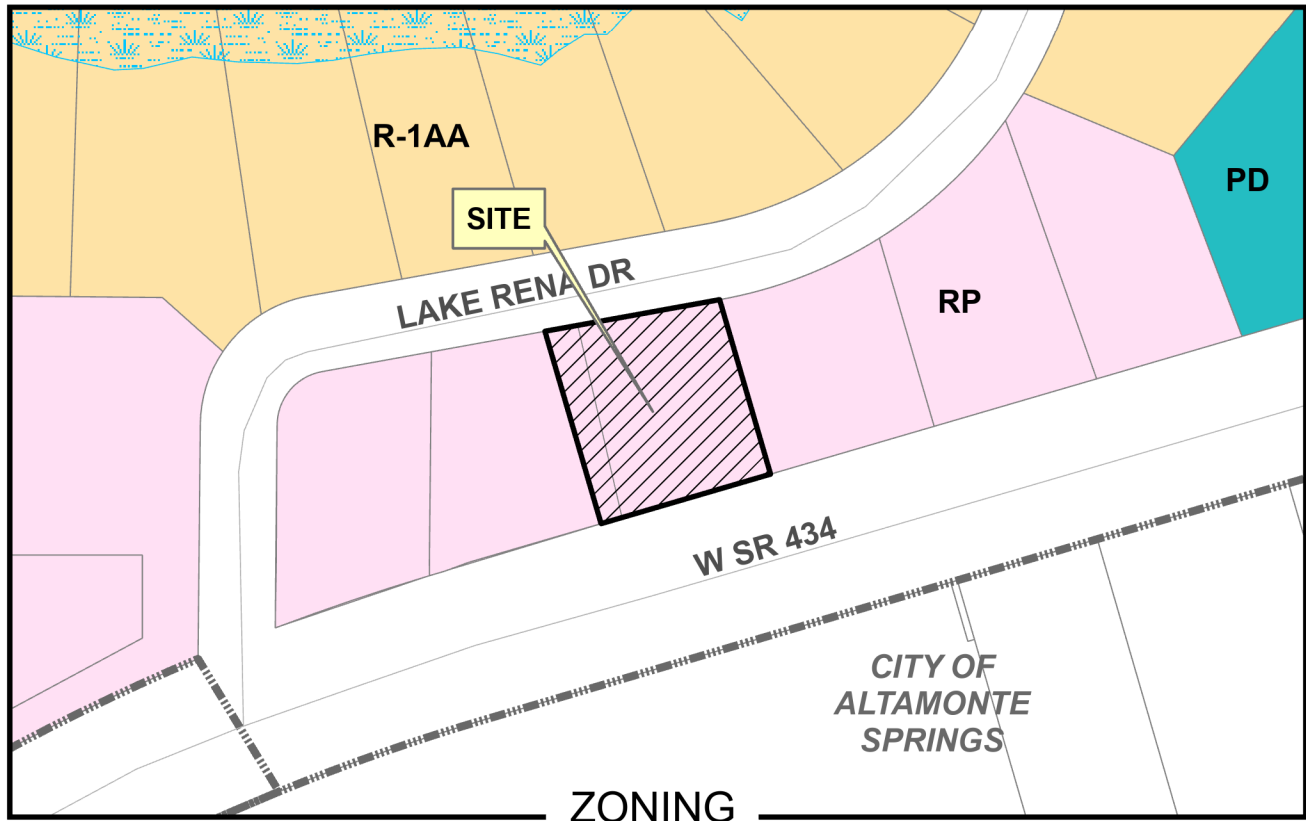
Physical STR: 4-21-29

Gross Acres: 0.3 +/- BCC District: 3

Existing Use: professional office

Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2022-032	RP	RP



Date: 11/3/2022

Name Z2022-032

 Site
  CONS
  Municipality
  R-1AA
  RP
  PD



Rezone No: Z2022-032
From: RP To: RP

-  Parcels
-  Municipality
-  Site



Winter 2021 Color Aerials

Date: 11/3/2022

Name Z2022-032Aerial

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE RP (RESIDENTIAL PROFESSIONAL) ZONING CLASSIFICATION TO THE RP (RESIDENTIAL PROFESSIONAL) 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 Omega Vision Investments Rezone, dated January 10, 2023.

(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 RP (Residential Professional) to RP (Residential Professional) pursuant to the provisions contained in Development Order #22-20000012, 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 # 2022-32 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, CHAIRMAN

EXHIBIT "A"

DEVELOPMENT ORDER

EXHIBIT "B"

LEGAL DESCRIPTION

LOT 3, BLOCK "C", MEREDITH MANOR NOB HILL SECTION RECORDED IN PLAT BOOK 9 PAGES 54 & 55 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
MORE PARTICULARLY DESCRIBED AS :
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1023.68 FEET;
THENCE RUN S.89°49'30" E. 1020.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 434; THENCE RUN N 73°20'20"E. ALONG SAID RIGHT-OF-WAY LINE 115.00 FEET; THENCE RUN N. 16°39'40"W. 118.08 FEET;
THENCE RUN S.79°23'58" W. 115.65 FEET; THENCE RUN S 16°39'40" E. 130.29 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.327 ACRES MORE OR LESS.

SEMINOLE COUNTY DEVELOPMENT ORDER

On January 10, 2023 Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

FINDINGS OF FACT

Property Owner: Omega Vision Investments LLC, Christopher Pearson, Shital Pearson

Project Name: Omega Vision Investments Rezone

Requested Development Approval: Rezone from RP (Residential Professional) to RP (Residential Professional) for a medical office on approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive.

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: Tyler Reed
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The subject application for development approval is **GRANTED**.
- (2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:
 - A. Development must comply with the Conceptual Site Plan attached as Exhibit (B).
 - B. Permitted Uses: RP (Residential Professional) uses more particularly described as: Single-Family Residence and General Office uses, including insurance, real estate, architects, engineering, attorneys, medical, dental, accounting, auditing, bookkeeping services, and other similar office uses.
 - C. The maximum allowable building heights are as follows: Maximum height for new construction shall not exceed one (1) story.
 - D. The existing setbacks from the external property boundaries are as follows:
 - North: Twenty-seven feet three inches (27' 3")
 - East: Seventy-one feet eight inches (71' 8")
 - South: Thirty-one feet eight inches (31' 8")
 - West: One foot six inches (1' 6")
 - E. The buffers are as follows:
 - North: Existing vegetation to remain with one (1) additional understory tree to be planted
 - East: Existing vegetation to remain
 - South: Existing vegetation to remain with six (6) additional understory trees to be planted
 - West: Existing vegetation to remain

One (1) understory tree will be planted in the parking lot planting area. All eight (8) new trees to be planted will be native and a minimum of 1.5" caliper and 6' in height

*Buffer components to be determined at site plan review in accordance with Sec. 30.1283 of the Seminole County Land Development Code.

- F. Per Sec. 30.672 of the Seminole County Land Development Code; any substantial change to the approved site plan or any substantial change of use shall be reviewed by the Planning and Zoning Commission and approved by the Board of County Commissioners.
- G. **In the case of a conflict between the written conditions A through F in this Development Order and the Conceptual Site Plan attached as Exhibit (B), the terms of the written conditions A through F 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) 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.

(8) 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: _____
Amy Lockhart, Chairman

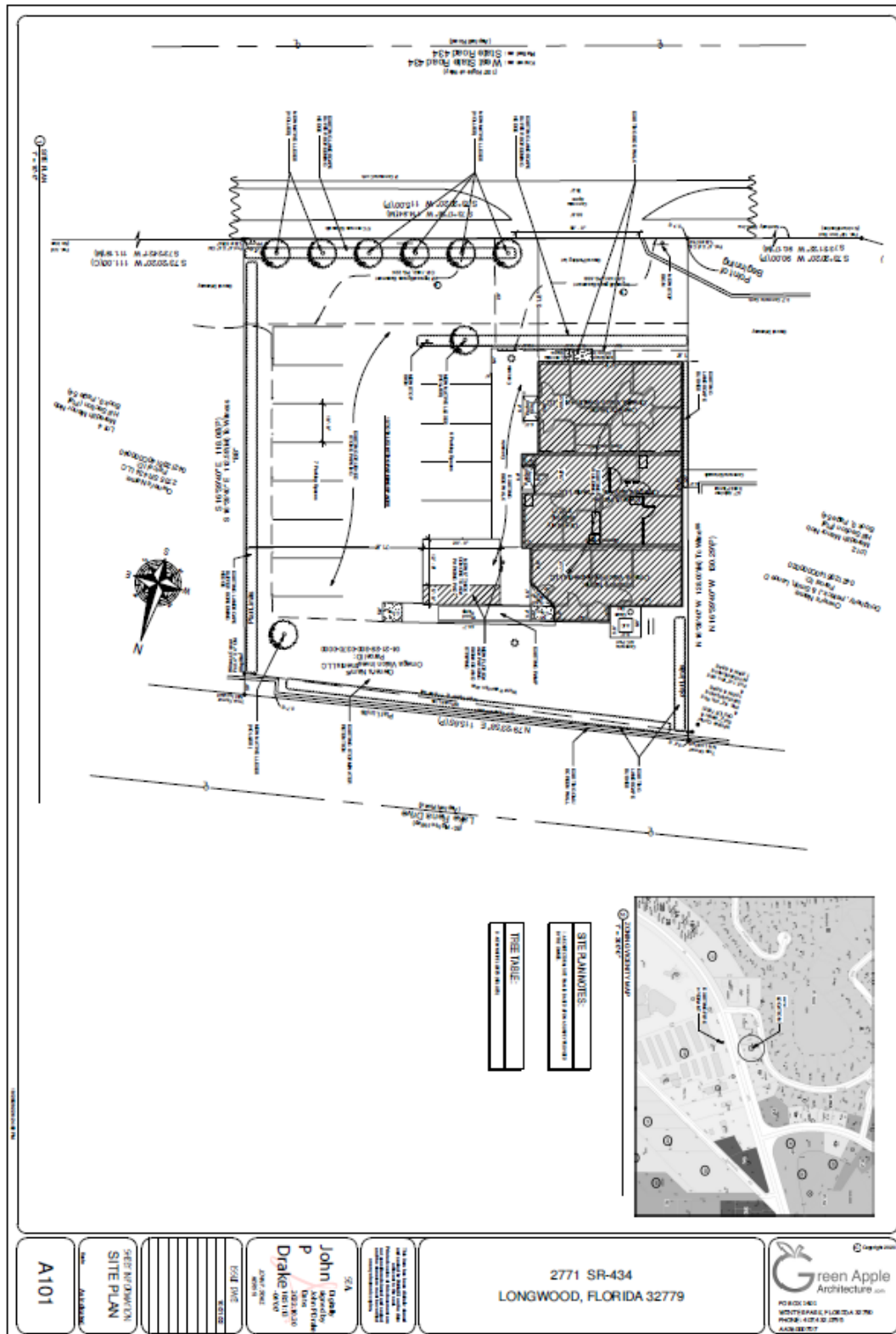
EXHIBIT A

Legal Description

LOT 3, BLOCK "C", MEREDITH MANOR NOB HILL SECTION RECORDED IN PLAT BOOK 9 PAGES 54 & 55 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 1023.68 FEET; THENCE RUN S.89°49'30" E. 1020.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 434; THENCE RUN N 73°20'20"E. ALONG SAID RIGHT-OF-WAY LINE 115.00 FEET; THENCE RUN N. 16°39'40"W. 118.08 FEET; THENCE RUN S.79°23'58" W. 115.65 FEET; THENCE RUN S 16°39'40" E. 130.29 FEET TO THE POINT OF BEGINNING. CONTAINING 0.327 ACRES MORE OR LESS.

EXHIBIT B

Conceptual Site Plan



November 16th, 2022

Community meeting held at 105 E Lake Brantley Drive, Longwood, FL 32779

Minutes for the community meeting on November 16th, 2022 at 6:00 PM to discuss Project # 22-20000012, the RP-RP rezone to allow for medical/dental use.

Subject Address: 2771 W SR 434, Longwood, FL 32779

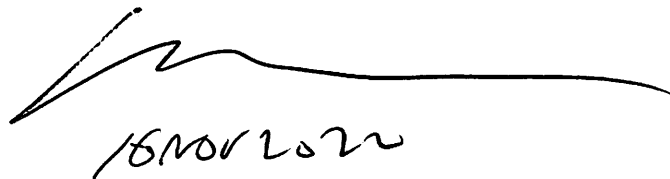
Speaker: Christopher Pearson

There are 3 people in attendance.

Christopher Pearson explained this is a RP-RP rezone which is required when using the RP zoning for medical/dental special use. He gave a handout of the site plan with the proposed changes. He discussed that the site plan will remain the same except for the ADA compliance changes, stop sign additions, and the additional tree buffers.

The floor was opened for questions of which there were no questions.

Meeting was concluded at 6:55PM

A handwritten signature in black ink, followed by the date "16 Nov 2022" written in a cursive style.

NAME	Address	Signature
Renee Warren		
Christopher Pearson		
Aaron Pearson		

Sign In Sheet for Project# 22-20000012 Community meeting held on November 16th, 2022 at 6:00 PM

1159

Nov 5th, 2022

Subject: Omega Vision Investments LLC, is proposing to rezone, 2771 W SR 434, Longwood, FL 32779,
from RP zoning to RP zoning to allow for medical/dental special use under the RP zoning.

Dear Neighbor,

This letter is to inform you of the proposed rezone from RP to RP. Omega Vision Investments LLC is proposing to rezone, 2771 W SR 434, Longwood, FL 32779, from RP zoning to RP zoning to allow for medical/dental special use under the RP zoning.

Parcel ID: 04-21-29-300-0370-0000

Legal Description: SEC 04 TWP 21S RGE 29E
BEG SW COR LOT 4 BLK C MEREDITH MANOR NOB HILL SECTION
RUN S 73 DEG 20 MIN 20 SEC W 115 FT N 16 DEG 39 MIN 40 SEC W 130.29 FT
N 79 DEG 23 MIN 58 SEC E 115.65 FT S 16 DEG 39 MIN 40 SEC E 118.08 FT TO BEG

The proposed rezone will have no change or effect on the structure. As the property is currently zoned RP and RP does allow for medical/dental special use, it is consistent with the other properties in the vicinity. We will be adding ADA parking and improved ADA accessibility to the building. We will also be adding to the existing buffer plan.

We would like to formally invite you to attend a community meeting on Wednesday, November 16th at 6:00 PM to further discuss this project. Our team will make a short presentation and open the remaining time for questions. The meeting will be held at Sabal Eye Care, 105 E Lake Brantley Drive, Longwood, FL 32779. Near the corner of W SR 434 and E. Lake Brantley Drive. The meeting will begin promptly at 6:00PM. The meeting space is ADA compliant for your convenience.

Thank you and if you have any further questions or require additional information, please contact me at 407-415-9389.

Sincerely,



Christopher Pearson, O.D.

Omega Vision Investments LLC

6680 S Sylvan Lake Dr

Sanford, FL 32771

407-415-9389

LIST of those notified for the RP-RP rezone community meeting for project #

22-20000012

OWNER: WILSON, CHRISTINE L
& DARREL L
ADDRESS: 332 FEATHER PL
LONGWOOD, FL 32779

OWNER: SAGHAR, QAISER
ADDRESS: 328 FEATHER PL
LONGWOOD, FL 32779

OWNER: BETRIS, CHRISTINE L
ENH LIFE EST & BETRIS, RENNY
ADDRESS: 324 FEATHER PL
LONGWOOD, FL 32779

OWNER: LUKASIK, MARIN H &
FRANK J
ADDRESS: 320 FEATHER PL
LONGWOOD, FL 32779

OWNER: HARBOUR BEND 434
LLC
ADDRESS: 2901 SR 434
LONGWOOD, FL 32779

OWNER: BRANTLEY
PROFESSIONAL OFFICE PARK
CONDO ASSN INC
ADDRESS: SR 434 LONGWOOD,
FL 32779

OWNER: GO TRAVEL INC
ADDRESS: 2811 SR 434
LONGWOOD, FL 32779

OWNER: DOUGHERTY, PATRICK
J & SMITH, LANCE D
ADDRESS: 2781 SR 434
LONGWOOD, FL 32779

OWNER: 2735 SR 434 LLC
ADDRESS: 2735 SR 434
LONGWOOD, FL 32779

OWNER: WITT REAL ESTATE
HOLDINGS LLC
ADDRESS: 2721 SR 434
LONGWOOD, FL 32779

OWNER: BARR PROPERTY
INVESTMENTS II LLC
ADDRESS: 2711 SR 434
LONGWOOD, FL 32779

OWNER: ACM 434 FROPERTIES
LLC
ADDRESS: 2695 SR 434
LONGWOOD, FL 32779

OWNER: OMEGA VISION
CENTER PA
ADDRESS: 105 LAKE BRANTLEY
DR LONGWOOD, FL 32779

OWNER: WESTPAX LLC
ADDRESS: 155 LAKE BRANTLEY
DR LONGWOOD, FL 32779

OWNER: MEDLER, DAMARIS S
ADDRESS: 122 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: DOOLITTLE, ROY L CO-
TRS & DOOLITTLE, PATRICIA M
ADDRESS: 123 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: LAZZOPINA, TRACEY
ADDRESS: 121 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: JONES, KAREN S
ADDRESS: 119 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: STEPHENS, GARY TR
ADDRESS: 117 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: GUTHRIE, CYNTHIA D
ADDRESS: 115 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: GAYNOR, RICHARD P
III & LAURA S
ADDRESS: 111 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: GARNER, DONNA K
ADDRESS: 109 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: SNYDER, DOUGLAS W
TR & SNYDER, MICHELE A TR
ADDRESS: 107 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: SMITH, LANCE D TR
ADDRESS: 105 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: PETERSON, SCOT &
RENA
ADDRESS: 103 LAKE RENA DR
LONGWOOD, FL 32779

OWNER: WILLIAMS, PAUL L &
EVELYN C
ADDRESS: 326 FEATHER PL
LONGWOOD, FL 32779

OWNER: CARA & LEE INV LLC
ADDRESS: 2855 SR 434
LONGWOOD, FL 32779

OWNER: HAWKINS-HAWKINS
LLC
ADDRESS: 2855 SR 434
LONGWOOD, FL 32779

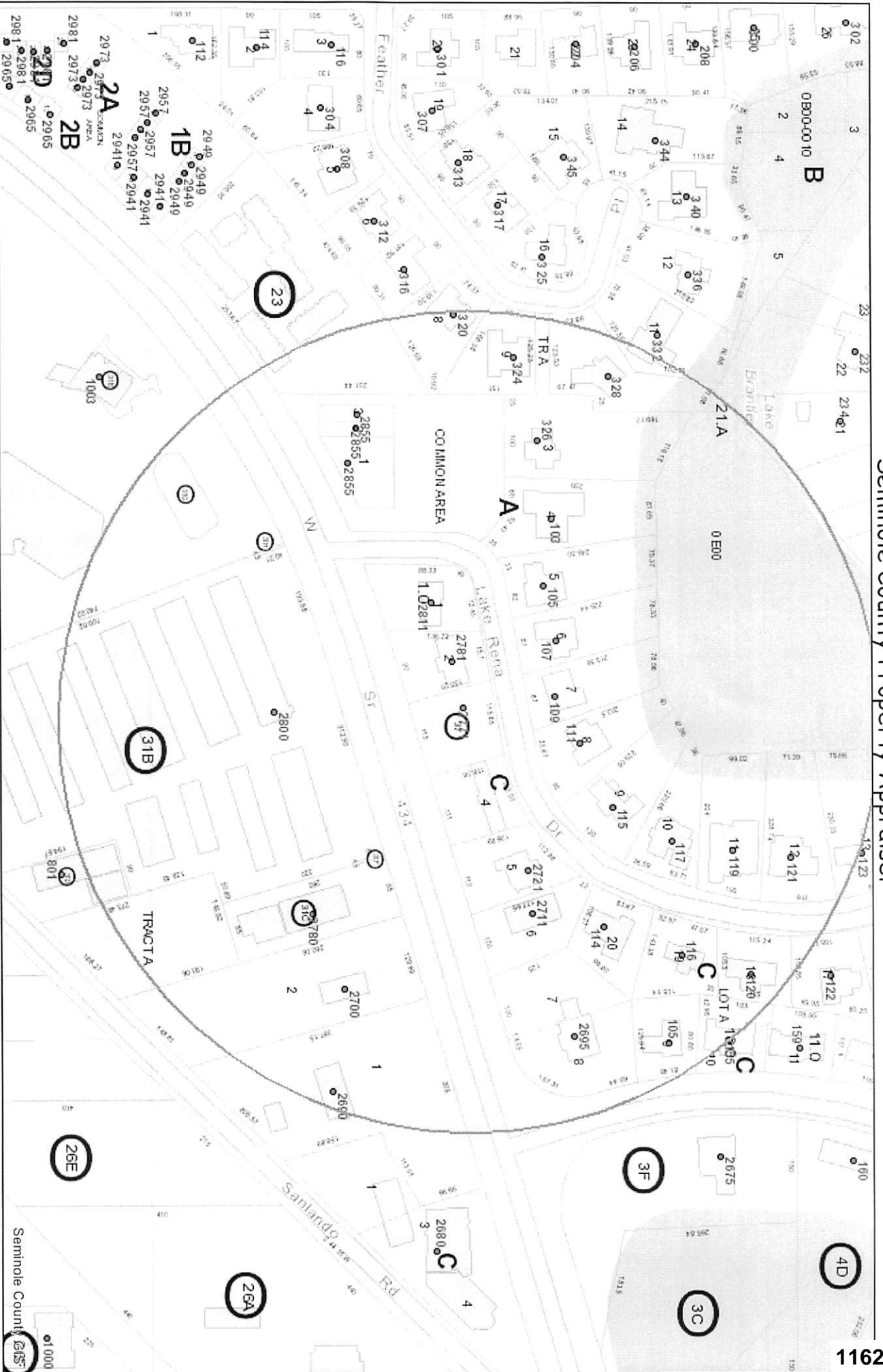
OWNER: AGRE OAK GROVE
OWNER LLC
ADDRESS: ALTAMONTE
SPRINGS, FL 32701

OWNER: PS FLORIDA ONE
WEST STATE INC
ADDRESS: 2800 SR 434
LONGWOOD, FL 32779

OWNER: GEGNER, STEVEN E TR
& GEGNER, TERI L TR
ADDRESS: 2780 SR 434
LONGWOOD, FL 32779

OWNER: RUPERT (BVI) LP
ADDRESS: 2700 SR 434
LONGWOOD, FL 32779

OWNER: RUPERT (BVI) LP
ADDRESS: 2690 SR 434
LONGWOOD, FL 32779



Property Record Card



Parcel 04-21-29-300-0370-0000
Property Address 2771 W SR 434 LONGWOOD, FL 32779

Parcel Information

Parcel	04-21-29-300-0370-0000
Owner(s)	OMEGA VISION INV LLC
Property Address	2771 W SR 434 LONGWOOD, FL 32779
Mailing	6680 S SYLVAN LAKE DR SANFORD, FL 32771-2024
Subdivision Name	
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	19-PROFESSIONAL SERVICE BLD
Exemptions	None
Agricultural Classification	No

Value Summary

	2022 Working Values	2021 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	0
Depreciated Bldg Value	\$221,830	\$0
Depreciated EXFT Value		\$0
Land Value (Market)	\$170,753	\$0
Land Value Ag		\$0
Just/Market Value	\$392,583	\$0
Portability Adj		\$0
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$392,583	\$0

2021 Tax Amount without Exemptions: \$0.00

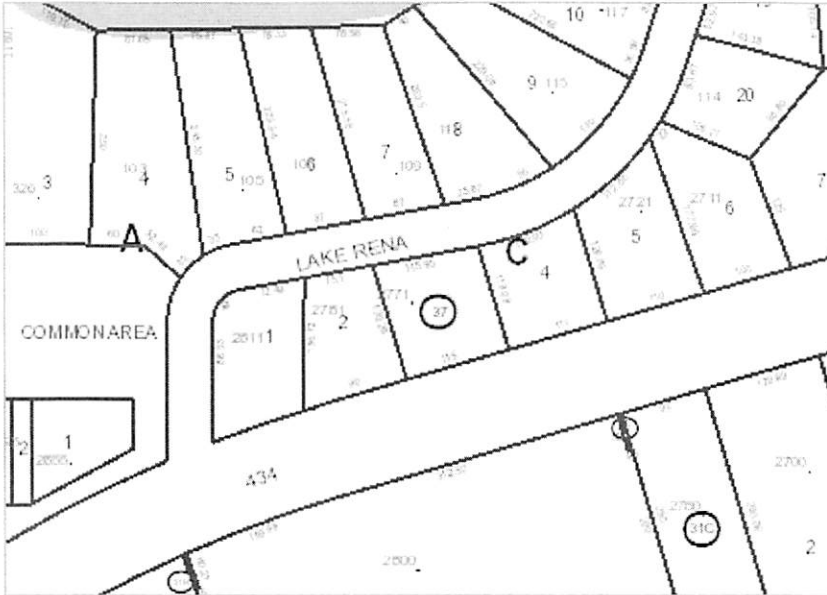
2021 Tax Bill Amount: \$0.00

2021 Tax Savings with Exemptions: \$0.00

** Does NOT INCLUDE Non Ad Valorem Assessments*

Legal Description

SEC 04 TWP 21S RGE 29E
 BEG SW COR LOT 4 BLK C MEREDITH MANOR NOB HILL SECTION
 RUN S 73 DEG 20 MIN 20 SEC W 115 FT N 16 DEG 39 MIN 40 SEC W
 130.29 FT
 N 79 DEG 23 MIN 58 SEC E 115.65 FT S 16 DEG 39 MIN 40 SEC E
 118.08 FT TO BEG



Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	\$392,583	\$0	\$392,583
SJWM(Saint Johns Water Management)	\$392,583	\$0	\$392,583
FIRE	\$392,583	\$0	\$392,583
COUNTY GENERAL FUND	\$392,583	\$0	\$392,583
Schools	\$392,583	\$0	\$392,583

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
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Land

Method	Frontage	Depth	Units	Units Price	Land Value
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SQUARE FEET

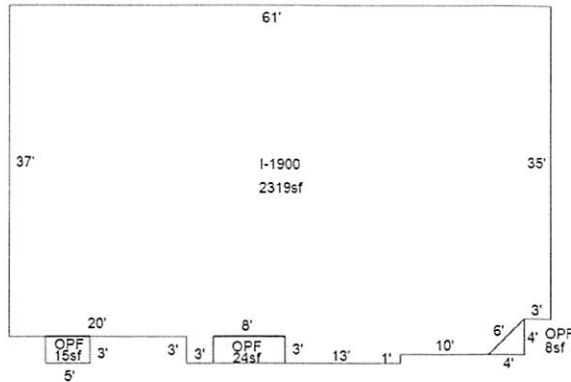
13939

\$12.25

\$170,753

Building Information

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value	Appendages								
1	WOOD BEAM/COLUMN	1985/2010	1	2319.00	WOOD SIDING WITH WOOD OR METAL STUDS	\$221,830	\$257,194	<table><tr><th>Description</th><th>Area</th></tr><tr><td>OPEN PORCH FINISHED</td><td>15.00</td></tr><tr><td>OPEN PORCH FINISHED</td><td>24.00</td></tr><tr><td>OPEN PORCH FINISHED</td><td>8.00</td></tr></table>	Description	Area	OPEN PORCH FINISHED	15.00	OPEN PORCH FINISHED	24.00	OPEN PORCH FINISHED	8.00
Description	Area															
OPEN PORCH FINISHED	15.00															
OPEN PORCH FINISHED	24.00															
OPEN PORCH FINISHED	8.00															



Building 1 - Page 1

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
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Extra Features

Description	Year Built	Units	Value	New Cost
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Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
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Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
16.00	DUKE	CENTURY LINK	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	NA	NA	NA	NA

Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 3 - Lee Constatine	Dist 7 - Stephanie Murphy	Dist 29 - Scott Plakon	Dist 9 - Jason Brodeur	34

School Information

Elementary School District	Middle School District	High School District
Forest City	Teague	Lake Brantley

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On January 10, 2023 Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

Property Owner(s): Omega Vision Investments LLC, Christopher Pearson, Shital Pearson

Project Name: Omega Vision Investments Rezone

Requested Development Approval: Rezone from RP (Residential Professional) to RP (Residential Professional) for a medical office on approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive.

Findings: After fully considering staff analysis titled "Omega Vision Investments Rezone" and all evidence submitted at the public hearing on January 10, 2023 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from RP (Residential Professional) to RP (Residential Professional) is not compatible with the surrounding area and is not consistent with the Seminole County Comprehensive Plan.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

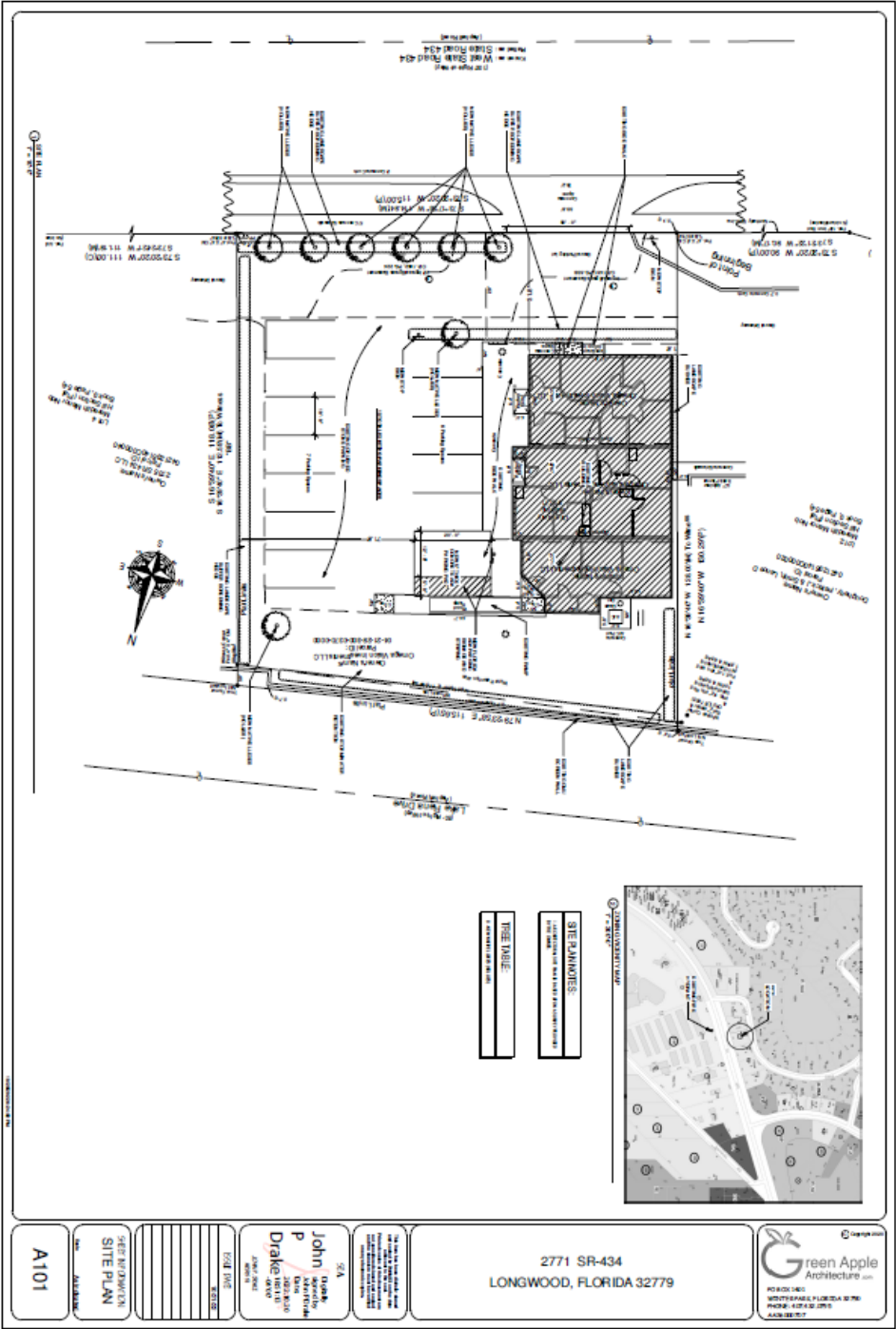
By: _____
Amy Lockhart, Chairman

EXHIBIT A

Legal Description

LOT 3, BLOCK "C", MEREDITH MANOR NOB HILL SECTION RECORDED IN PLAT BOOK 9 PAGES 54 & 55
OF
THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.
MORE PARTICULARLY DESCRIBED AS
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 21
SOUTH,
RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4
A
DISTANCE OF 1023.68 FEET;
THENCE RUN S.89°49'30" E. 1020.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD
NO.
434; THENCE RUN N
73°20'20"E. ALONG SAID RIGHT-OF-WAY LINE 115.00 FEET; THENCE RUN N. 16°39'40"W. 118.08 FEET;
THENCE RUN S.79°23'58" W.
115.65 FEET; THENCE RUN S 16°39'40" E. 130.29 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.327 ACRES MORE OR LESS.

EXHIBIT B
Conceptual Site Plan



**SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION
COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028
MINUTES**

**WEDNESDAY, DECEMBER 7, 2022
6:00 PM**

Omega Vision Investments Rezone – Consider a Rezone from RP (Residential Professional) to RP (Residential Professional) for a medical office on approximately 0.33 acre, located on the north side of State Road 434, 0.1 mile west of E. Lake Brantley Drive; (Z2022-32) (Christopher Pearson, Applicant) District 3 – Constantine (Tyler Reed, Project Manager). Mr. Reed, Senior Planner, presented this item as stated in the Staff Report. He further stated the Applicant is proposing to redevelop the existing building from professional office use, to medical office use with three separate office suites totaling 2,319 square feet. The footprint of the existing building is not changing. The Applicant is proposing improvements to the landscape buffers and APA parking and striping.

The proposed RP (Residential Professional) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 34. The request is consistent with the Seminole County Land Development Code and the surrounding area. The proposed development supports the objectives of the RP zoning designation through sufficient buffering and a proposed use that is compatible with the surrounding commercial and residential zoning classifications. Staff finds the requested RP zoning classification to be consistent with the Land Development Code and compatible with the trend of development in the area. Staff recommends the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from RP (Residential Professional) to RP (Residential Professional) as requested.

The Applicant was not present.

No one from the audience spoke in favor of or opposition to this request.

A motion was made by Commissioner Jerman, seconded by Commissioner Turnage to recommend to the Board of County Commissioners to adopt the proposed Ordinance enacting a Rezone.

Ayes: (5) Chairman S. Smith, Commissioner Jerman, Commissioner Lawhun, Commissioner Lopez, and Commissioner Turnage

Absent: (2) Commissioner Grundorf and Commissioner T. Smith